

perform the obligations imposed upon the tenant by the terms of the aforesaid Lease Agreement, but Lessee does hereby agree to satisfy any and all obligations arising out of said Lease Agreement, or in any way connected therewith, accruing prior to 12 o'clock noon, March 29th, 1972, and does hereby agree to indemnify and save harmless Assignee from any and all of such claims or obligations.

5. The terms and provisions of the above Contract of Purchase and Sale shall be deemed to have been complied with insofar as the validity of this Assignment is concerned, from and after the delivery hereof to Assignee and no person, firm or corporation hereafter dealing with Assignee shall be required to determine that any of the provisions of said Contract of Purchase and Sale have been complied with.

6. Lessee covenants and agrees with and for the benefit of Assignee, its successors and assigns, that it is the owner of the aforesaid leasehold estate which is hereby conveyed; that the same is free and clear of all liens and encumbrances except for the liens of record in the appropriate recording office in Greenville County, South Carolina, and taxes not yet due and payable; and that it will defend its right to convey the title to said estate from and against the claims of all persons, firms or corporations whomsoever.

7. Assignee and Guarantor assume and agree to perform the obligations of Lessee and its prior lessees in the Lease Agreement dated June 15, 1972, between Main-Oak Corporation and L. F. Matthews, et al.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in their names by their proper officers and their corporate seals to be hereunto affixed, as of the day and year first above written.

WITNESS:

Lucille Ann L. Doster
Patsy R. Craven

THE DOWNTOWNER CORPORATION

By: Walter Keskinen
Vice President

ATTEST: Charles M. [Signature]
Assistant Secretary