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performed any act or executed any instrument which might prevent or hinder Billy J. Kennedy from obtaining, fully and completely, all of the benefits, rights, title and interest otherwise conferred or sought to be conferred upon Billy J. Kennedy by this instrument; that D & L Properties, a General Partnership, is in full force and effect and in good standing in accordance with the provisions of all applicable laws, statutes, ordinances and regulations imposed upon it and duly enacted by any municipal, state, county or federal governmental authority; and that there are no defaults existing under any obligation, whether oral or written, of D & L Properties.

5. Nothing contained herein shall be construed by or on behalf of the Debtor or by any other party with which or whom Debtor and/or D & L Properties, a General Partnership, is a party as an assumption by Billy J. Kennedy of any liability, obligation or responsibility of Debtor or D & L Properties, a General Partnership, and it is expressly understood and agreed that Billy J. Kennedy, by the acceptance of this instrument, does not, directly or indirectly, assume any such liability, obligation or responsibility.

6. Debtor shall cause notice of this Agreement to be duly recorded with the Partnership and otherwise filed in order to fully perfect the assignment as herein made.

7. This Agreement, and all of the terms and provisions hereof, shall inure to the benefit of Billy J. Kennedy, his heirs and assigns, and shall be binding upon Debtor and D & L Properties, a General Partnership, his and its heirs, successors and assigns and shall further be governed and interpreted in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this the 18<sup>th</sup> day of May, 1981.

IN THE PRESENCE OF:

C. Vincent Brown  
Sharon S. Robertson

L. Reeves Dabney  
L. Reeves Dabney

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