ASSIGNMENT

va 1027 (4% 210)

For value received, the receipt of which is hereby acknowledged, the undersigned hereby assigns, transfers and sets over to The South Carolina National Bank (the "Bank"), its successors and assigns, and hereby grants to the Bank, its successors and assigns, a security interest in, any and all revenues owing and to be owing, due or to become due (except amounts to be received by the undersigned pursuant to Sections 5.5, 6.3, 8.6 and 10.4 thereof), and any other rights and remedies of every kind and description of the undersigned, under or arising out of that certain Lease Agreement dated as of November 1, 1975 (the "Lease Agreement") between the undersigned and Michelin Tire Corporation, a New York corporation.

The Bank shall have no obligation, duty or liability under the Lease Agreement nor shall the Bank be required or obligated in any manner to fulfill or perform any obligation, covenant, term or condition thereof or thereunder or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim, or to take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times. The undersigned shall at all times remain liable to observe and perform all of its covenants and obligations under the Lease Agreement.

The undersigned hereby ratifies and confirms the Lease Agreement and does hereby warrant and represent that it is in full force and effect and that the undersigned is not in default thereunder.

The undersigned hereby irrevocably constitutes and appoints the Bank, its successors and assigns, the true and lawful attorney of the undersigned, with power of substitution,