

It is agreed that the total consideration of Three Thousand Eight Hundred Eighty-Nine and no/100ths Dollars (\$3,889.00) shall be proportioned as follows: The assignee will issue a check in the amount of Three Thousand Five Hundred Fifty Six and 65/100ths Dollars (\$3,556.65) made payable to Donald M. Reeves, individually upon execution of said assignment and the assignee shall issue a check in the amount of Three Hundred Thirty Two and 35/100ths Dollars (\$332.35) made payable to Jack E. Shaw as reimbursement of the pro-rata apportioned taxes paid by Jack E. Shaw to the Greenville County Tax Collector pursuant to the terms of the February 26, 1974, agreement. The assignor, Donald M. Reeves and Don's Millworks agrees to, as further consideration, hold assignee, Black Construction harmless from any and all liabilities and/or obligations arising out of said "Contract for Sale and Purchase of Real Estate" which occurred or might occur as a result of the assignor's possession and control of said property during the term of the Contract for Sale and Purchase of Real Estate agreement between Jack E. Shaw and Donald M. Reeves, individually, and Don's Millworks, other than those hereinbefore enumerated in this agreement. The assignor further agrees to defend any and all claims of any nature whatsoever arising out of the assignor's term of possession of said hereinbefore described property.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties that Black Construction either as a business entity or in the individual capacities of Robert C. Black and/or Linda K. Black do not agree to nor do they assume any obligations concerning the business ventures of Donald M. Reeves, individually and Don's Millworks other than those hereinbefore enumerated in this agreement.

To the faithful performance of this assignment contract, we do hereby bind our heirs, successors and assigns on the date first above mentioned.

WITNESSES:

BLACK CONSTRUCTION

James B. Herring
[Signature]

By: *Robert C. Black*
 Robert C. Black

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 JJA

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