

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency whereof are hereby fully acknowledged, the Assignor does hereby set over, assign and transfer unto the Assignee all of the Assignor's right, title and interest in and to all of the above described leases and in and to any leases of every kind and nature which the Assignor may own covering real estate located at the Downtown Greenville Airport, Greenville County, South Carolina and specifically including the above described leases as amended, together with all of the right, title and interest of the Assignor in and to all properties and improvements located on the Leased Premises.

For and in consideration of the obtaining of the consent of Greenville Airport Commission to said assignment, both the Assignor and the Assignee do hereby covenant and agree that each will be jointly and severally held liable for the payment of the rents and the continued performance of all terms and conditions set forth in the above mentioned leases provided, however, that the Assignee further covenants and agrees to indemnify and hold the Assignor free and harmless in the event of default or breach in the terms and conditions of said leases, including payment of the rental brought about through the fault of the Assignee in occupying the premises the subject of said leases subsequent to the date hereof.

The terms and conditions contained in this assignment and consent shall be and become binding upon the undersigned parties, their successors and assigns. The consent to this assignment by Greenville Airport Commission is further based upon the execution by Dr. Peter LaMotte and Barry S. Lutin of their respective guarantees of the performance of all of the terms and conditions of said leases including the payment of the rentals above described for a cumulative period of six months from the date of default, which instrument of guaranty has been prepared by counsel for Greenville Airport Commission and is attached hereto and incorporated herein by reference.

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