

GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ASSIGNMENT

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Green Motels, Inc. and Motel Foods, Inc., both of which are South Carolina corporations, hereinafter collectively referred to as "Assignor", does hereby sell, transfer, assign and convey and deliver unto Bankers Trust of South Carolina, its successors and assigns, hereinafter collectively referred to as "Assignee", all of the right, title, and privileges of Assignor in, to and under the following:

- (1) That certain Contract for Purchase and Sale of Assets, dated March 20, 1979, by and between Green Motels, Inc. and Motel Foods, Inc. as seller, and SWS Investments, Inc., as buyer;
- (2) All equipment, furniture, fixtures and other assets described in, subject to or in any way covered by the above-described Contract for Purchase and Sale of Assets;
- (3) The Memorandum of Contract for Purchase and Sale of Assets, dated March 20, 1979, by and between Motel Foods, Inc. and Green Motels, Inc., as seller, and SWS Investments, Inc., as buyer, which Memorandum has been recorded on March 20, 1979, in Deed Book 1098, Page 908, in the RMC Office for Greenville County, South Carolina;
- (4) The real property described in Exhibit A, attached hereto and incorporated by reference herein; and
- (5) That certain Escrow Agreement, dated March 20, 1979, by and between Green Motels, Inc. and Motel Foods, Inc., as seller, SWS Investments, Inc., as buyer, and Lawyers Title of Greenville, Inc., as agent, including, without limitation, the right to have all escrow documents held thereunder by the agent, and delivered to Assignee herein named, its successors and assigns (Assignor hereby conveying unto Assignee, its successors and assigns, the right and power to receive such documents upon compliance with the escrow conditions).

This Assignment carries with it all the rights of Assignor under the aforesaid, and, except as hereinafter provided, Assignor shall have no further rights or privileges under any of the matters described above.

Assignee does hereby accept the assignment of all the foregoing items, subject to all the provisions of the documents described above. Assignee shall have no rights under the documents described above superior to those of Assignor as the original seller named in such documents. By acceptance of the same, Assignee in no way assumes or undertakes any liability or responsibility for the performance of any obligations placed upon Assignor by such agreement. Assignee shall hereafter possess all the rights of Assignor under the aforesaid.

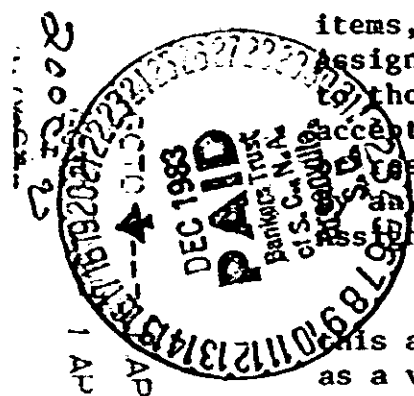
Assignor represents and warrants that it is authorized to make this assignment and that the assigned Contract is in full force and effect as a valid contract, that all conditions and covenants of the Contract have been complied with, that the said Contract is not in default, that none of the terms or conditions of said Contract have been modified or changed, and that there has been no default by either Assignor or buyer (or its assignees) under said Contract.

Assignee agrees that Assignor may, until a default shall occur by Assignor in the performance of the terms and conditions of the Note and Security Agreement of Green Motels, Inc. of even date, receive, collect and enjoy all payments made by "Buyer" under the terms of the Contract assigned hereunder, but it is covenanted and agreed that upon the happening of any default under the terms and conditions or in the making of payments provided

FILED
GREENVILLE CO. S.C.
JUN 4 2 37 PM '82
DONALD S. HARRIS
R.M.C.

Satisfied in Full
Bankers Trust of South Carolina, N.A.
Witness: *[Signature]*
Witness: *[Signature]*

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