

ASSIGNEE covenants and agrees to release, indemnify and save harmless ASSIGNOR from and against any and all claims and liability, causes of action at law or in equity, whether presently known or unknown, for loss, damage or injury (including death) to persons and property (including, but not by way of limitation, ASSIGNEE and the agents, servants, employees, representatives and invitees of ASSIGNEE and the property of any of them), howsoever and from whatsoever cause or source arising or occurring in connection with the construction and operation of any business enterprise at and on said premises.

It is expressly agreed and understood by and between the parties hereto that this Assignment of Lease is conditioned upon the issuance of a Beer and Wine License and a Business Sale and Consumption License to ASSIGNEE by appropriate governmental authorities within 30 days from the date hereof. Failure of ASSIGNEE to obtain either or both of said Licenses within 30 days of the date hereof shall render this Assignment of Lease null and void and of no further effect, and ASSIGNEE agrees immediately thereafter to re-assign said Lease Agreement to Exxon by an instrument acceptable to Exxon.

Taxes for the calendar year 1978 will be prorated as of the date of delivery of this Assignment to ASSIGNEE based on the amount paid in 1977. Rent for the month of November, 1978, shall be prorated between ASSIGNOR and ASSIGNEE as of the date of delivery of this Assignment to ASSIGNEE.

IN WITNESS WHEREOF, the parties have duly executed this agreement and affixed their respective seals thereto the day and year above written.

Signed, sealed and delivered in the presence of:

[Signature]  
W. P. Chidwa

EXXON CORPORATION

By [Signature]  
Vice-President  
Attest [Signature]  
Assistant Secretary

(Corporate Seal)

NRH

[Signature]  
[Signature]  
[Signature]

LE CHATEAU OF SOUTH CAROLINA, INC.

By [Signature]  
Vice-President  
Attest [Signature]  
Asst. Secretary

(Corporate Seal)

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