

between Haywood Properties, Haywood Mall and Grantor (said Lease, as amended, hereinafter referred to as the "Lease"), unto Grantee, its successors and assigns, as of the date of these presents for the remainder of the term of the Lease and any extensions and renewals thereof, which Lease affects the premises described in Exhibit A annexed hereto and made part hereof, a memorandum of which was recorded in the Office of the R.M.C. for Greenville County, South Carolina on September 15, 1978 in Deed Book 1087, Page 479.

Grantee hereby accepts said assignment and hereby (i) assumes and agrees to perform and comply with all the obligations of Grantor under the Lease from and after the date hereof and (ii) agrees to indemnify and hold harmless Grantor/<sup>and Monumental Corporation</sup> from any expense, claim, liability or other matter, including attorney's fees, relating to the Lease arising on or after this date.

Grantor agrees to hold Grantee harmless from any expenses, claim, liability or other matter, including reasonable attorney's fees, relating to the period through the date hereof with respect to the Lease.

Pursuant to an Agreement effective July 1, 1978, Monumental Corporation transferred to Grantor beneficial title to the property described herein. Monumental Corporation joins herein for the sole purpose of conveying all

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