

first removing Charles E. Robinson, Jr. from any and all personal obligations and liability arising out of their executing the "Mortgage Note" to Fidelity Federal Savings and Loan Association in the original amount of \$1,260,000.00 and subsequent assumption thereof, and removing Charles E. Robinson, Jr. from any and all personal obligations and liability arising out of their executing the promissory note to The Peoples National Bank, Greenville, S. C. in the amount of \$40,000.00, and removing said Charles E. Robinson, Jr. from all personal obligations and liability arising out of his executing the "Guaranty and Indemnity Agreement" dated August 18, 1971, and subsequent renewal thereof, and further relieving said Charles E. Robinson, Jr. of any legal or equitable obligations or responsibility of any nature whatsoever which had arisen out of any and all of the transactions dealing with the Thunderbird Motel, Greenville, S. C.

3. The Owners further individually agree that in the event of default of any debt on the part of Thunderbird of Greenville, Inc. or Thunderbird of Greenville - Motel, which would in any way involve Charles E. Robinson, Jr. on any of the above referred to prior agreements and guarantees or any other liability on his part, said Owners shall eliminate the debt to South Carolina National Bank, Florence, South Carolina, in the amount of \$150,000.00 as corporate debt and same shall be contributed by them as part of the corporate capital.

4. That as additional consideration from the Owners to the Seller and Charles E. Robinson, Jr., said Owners hereby individually agree to hold the Seller and said Charles E. Robinson, Jr. harmless from any loss or liability or claim which might arise in the future as a result of any of the transactions referred to herein or which arose out of their joint venture of building and developing the Thunderbird Motel, Greenville, S. C., and said Owners, Stone, Rogers and Orr, hereby jointly and severally agree to indemnify

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