

2.

4. Mortgagor agrees that Mortgagee will be Mortgagor's exclusive source of any additional mortgage financing of the property hereby financed whether for purposes of development, construction or long-term financing. Whenever such financing is required, Mortgagor will make written application for commitment therefor exclusively to Mortgagee on its application form with the required exhibits thereto; requesting terms then generally prevalent in the mortgage market. If Mortgagee fails to commit within forty-five (45) days after completed application, or if its commitment specifies terms other than requested, Mortgagor may thereafter accept a loan from another lender provided that two of the following three conditions are met:

- a. The proffered loan is higher in amount;
- b. The proffered loan is longer in term or years; or,
- c. The proffered loan specifies an interest rate lower than that contained in Mortgagee's commitment.

Upon acceptance of any financing from another lender, except as permitted above and on the conditions contained hereinabove, Mortgagor will pay Mortgagee one (1%) per cent of the amount of such financing. This obligation shall continue, irrespective of payment of this indebtedness, so long as Mortgagor or any affiliate of Mortgagor shall have any interest in the property hereby financed.

Mortgagor will also use its best efforts to negotiate a clause similar, or substantially similar, to the foregoing paragraph (naming First Piedmont Mortgage as the Mortgagee or Lender) in any contract for the sale or other disposition of any portion of the property hereby financed.

5. That this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have signed and sealed this Agreement on the first date above mentioned.

Dennis L. Schwab

PARIS MOUNTAIN COMMERCIAL PROPERTIES, INC. [SEAL]

Deena Rice

BY [Signature]
President
MORTGAGOR

James W. White

FIRST PIEDMONT MORTGAGE COMPANY, INC. [SEAL]

Mary B. McQuinn

BY Neal MacGibbon
MORTGAGEE

0817

4328 RV-2