

TWELFTH: TRANSFER OF TITLE.

(a) Without the prior written consent of Mortgagee, Mortgagor shall not voluntarily, or involuntarily, or by operation of Law, sell, transfer, convey, lease (except the lease to Brock Residence Inns, Inc.), or in any other manner change the ownership of or title to all or any portion of the Mortgaged Property.

(b) It is specifically agreed and understood that Mortgagor shall not have the right to transfer the benefit of this loan and the interest rate herein specified to any person acquiring title from Mortgagor. Unless Mortgagee gives its prior consent in writing, it shall be an event of default under the Mortgage and the Note if Mortgagor transfers, or attempts to transfer, all or any part of the Mortgaged Property under and subject to the Mortgage. Any consent given by Mortgagee hereunder shall pertain only to the proposed transfer of title for which the consent was requested and shall not obligate Mortgagee to approve any further transfers or relieve any person or entity of liability to pay any amount secured hereby.

(c) Without the prior written consent of Mortgagee, Mortgagor will abstain from and will not cause or permit, to the extent it may do so, any issuance or transfer of stock in Mortgagor, whether by sale, exchange, conveyance, merger, consolidation or otherwise (except by will or pursuant to intestate laws). Any violation of the foregoing limitations, at the option of Mortgagee, shall be deemed an event of default hereunder.

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