

With a copy concurrently delivered to:

Robinson, Bradshaw and Hinson, P.A.
1900 Independence Center
Charlotte, North Carolina 28246
Attn: Gibson L. Smith, Jr., Esq.

To the Mortgagee:

MLH Properties Limited Partnership II
Two Broadway, 22nd Floor
New York, New York 10004
Attn: Senior Vice President-
Legal Department

With a copy concurrently delivered to:

Rogers & Wells
200 Park Avenue
New York, New York 10166
Attn: Jeffrey H. Weitzman, Esq.

Unless otherwise specified, notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service.

Section 7.2 Governing Law. This Mortgage shall be governed by and construed according to the laws of the State of South Carolina.

Section 7.3 Covenants Running With the Land. All covenants contained in this Mortgage shall run with the Mortgaged Property.

Section 7.4 Successors and Assigns. This Mortgage shall be binding upon and shall inure to the benefit of the Mortgagor, and the Mortgagee and their respective successors

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