STATE OF SOUTH CAROLINA S

AGREEMENT

COUNTY OF GREENVILLE )

of September, 1960, by and between THE TRAVELODGE CORPORATION, a California corporation owning property and having a place of business in Greenville, South Carolina, hereinafter called "Borrower"; and JEFFERSON STANDARD LIFE INSURANCE COMPANY, a North Carolina corporation with its principal office and place of business in Greensboro, North Carolina, hereinafter called "Lender";

## WITNESSETH:

WHEREAS, the parties hereto have entered into an agreement dated June 20, 1960, and desire to amend the provisions of paragraph (2) of said agreement to provide an alternate procedure in the event that the Borrower acts as its own contractor;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, each to the other in hand paid, the receipt of which is hereby acknowledged by each, and in further consideration of the promises and covenants herein made, one unto the other, the Borrower and Lender hereby agree as follows:

(1) In the event of any fire or other casualty loss of \$100,000.00 or more, including complete destruction, as to any improvements located on the property described in the mortgage referred to in the agreement of June 20, 1960, between the parties hereto, and in the event the Borrower is then obligated to rebuild or repair the damaged or destroyed premises pursuant to the terms