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And it is further covenanted and agreed that should the Lessee under the forty (40) year lease agreement with Jefferson Standard Life Insurance Company covering the property heretofore described, fail to perform any covenant, condition or agreement in said lease agreement, that then and in any such event, the whole amount of the indebtedness hereby secured, at that time unpaid, shall at the option of the lawful owner and holder of said note and of this security, be and become due and collectible at once, anything hereinbefore or in said note contained to the contrary notwithstanding; such option to be exercised without notice.

As addition security for the aforesaid promissory note, the Mortgagor hereby assigns their/its interest as Lessees in that certain Lease dated April 19, 1971, between C. Dan Joyner, Lessor, and Robert L. Watkins, Jr. and Tamara A. Watkins, Lessees, covering property bounded by Houston Street, Rose Avenue, Church Street, in Greenville, South Carolina, which property shall be used for a parking area for the Sheraton Motor Inn on the property covered under this mortgage.

It is also covenanted and agreed that the Mortgagor shall reduce the principal amount of the indebtedness hereby secured to One Million, One Hundred Thousand and No/100 (\$1,100,000.00) Dollars prior to the transfer and assignment of said Note and this Mortgage by the Citizens & Southern National Bank of South Carolina, Greenville, South Carolina, to Jefferson Standard Life Insurance Company.

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The Mortgagor, its successors and assigns, shall furnish to Jefferson Standard Life Insurance Company, within 90 days of the end of each fiscal year during the term of this loan, an independent certified public accountant's annual audited and financial operating statements on the property described in this mortgage. Such statements are to include sales or gross revenue figures of each tenant required to disclose such information with the terms of its lease and such other tenant's sales or gross revenue figures of which the mortgagor has knowledge. However, the first audit to be furnished to Jefferson Standard hereunder shall specifically cover the period from the date interest starts on this loan to the commencement date of the mortgagor's first full fiscal year occurring during the life of this loan. For the last fractional year occurring during the life of this loan the previous years' audits will be used. These audits will be used as the basis for calculating the additional rental income the Jefferson Standard Life Insurance Company shall receive annually from the mortgagor, its successors or assigns, as provided by the terms and conditions of that certain Ground Lease with Haloh, Inc.

And it is further covenanted and agreed that the mortgagor, its successors and assigns, shall at all times keep in full force and effect a valid Sheraton Motor Inn franchise or license agreement covering the property herein described. If at any time the mortgagor, its successors or assigns shall commit any act(s) or fail to commit any act(s) which, under the terms of the franchise or license would result in the termination thereof, the mortgagee, its successors or assigns may, at its option (i) declare the whole principal sum and all accrued interest immediately due and payable, or (ii) undertake (or cause to be undertaken) to do any act(s) required by the mortgagor, its successors or assigns, under the franchise or license and/or to take whatever action necessary to require the mortgagor, its successors or assigns, to cease committing any acts prohibited by the franchise or license; and any expenses incurred by the mortgagee, its successors or assigns hereunder shall be charged, and secured hereby, to the mortgagor, its successors and assigns, that the principal money bearing interest from date of expenditure at the highest lawful rate per annum now permitted by written contract under the laws of the state, territory or jurisdiction applicable to and controlling the collection and/or enforcement of the Note secured hereby; provided that if under the laws of such state, territory or jurisdiction there is no highest or maximum lawful rate specified for or applicable to the indebtedness evidenced by the said Note, then the interest payable shall be at the rate which is two per centum per annum higher than the contracted interest rate specified in the said Note. In the event of foreclosure or other acquisition of the premises, or any part thereof, by the mortgagee, its successors or assigns, any existing franchise or license shall become the absolute property of the mortgagee, its successors or assigns.