

WHEREAS, the Motel Co., as a condition to making said lease to the Owner, has required as additional security a conditional assignment of Owner's interest in the Addendum to the Lease above referred to, to the extent set forth below.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One Dollar (\$1.00) paid by Motel Co. to Owner, the receipt whereof is hereby acknowledged by Owner, the said Owner hereby assigns, transfers and sets over unto Motel Co., as additional security, the portion of the rental payable by Stiles-McAlpin to Owner under said Addendum to Lease in the amount of \$17,220.00 per lease year, plus 30% of any and all bonus rentals that may become due each lease year from Stiles-McAlpin pursuant to said Addendum, and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Motel Co. that it will not, without the written consent of Motel Co.

(a) Cancel said Lease or Addendum to Lease or accept a surrender thereof unless the Owner and said Stiles-McAlpin Hotel Co., Inc. shall execute a new lease or addendum which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease or addendum to provide for a rental not less than the rent payable under the cancelled addendum to lease which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease or addendum to lease, and which new lease or addendum shall run to a date which shall not be prior to the expiration of the said cancelled lease. Owner covenants and agrees to assign said new lease or addendum to Motel Co. in the same form and manner and to the extent that it assigned the said cancelled addendum to lease.

(b) Reduce the rent.

(c) Modify the said lease or addendum to lease, either orally or in writing, so as to decrease the term of the lease; reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance.

(d) Consent to an assignment of the Lessee's interest in said lease or addendum to lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of the lease or addendum to lease.

and any of the above acts, if done without the written consent of Motel Co. shall be null and void. The Owner shall have the right, regardless of this assignment, to modify said lease or addendum to lease or take any other action with respect thereto which does not violate the specific provisions of subparagraphs (a), (b), (c) and (d) hereof.

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