

9. Lessee shall carry, at its own expense, fire insurance with extended coverage endorsement attached to protect the improvements on the leased premises for its full insurable value. Should any of such improvements be destroyed by fire or other casualty and Lessee shall determine not to reconstruct such improvements, then, and in that event, this lease shall terminate and the insurance proceeds shall be disbursed as follows:

(a) To the payment of any mortgage indebtedness on such improvements of the Lessee.

(b) The remainder of such proceeds shall be divided between Lessor and Lessee, Lessor receiving therefrom a proportionate amount equal to the then expired portion of the lease as against the entire term of said lease, and Lessee receiving the balance.

10. It is agreed by the parties hereto that hence forth Lessee and/or Lessee's assignee and/or the record owner of any mortgage over Lessee's interest, any or all of them, shall have sixty (60) days from date of written notice to correct any default by Lessee before Lessor may exercise its right to terminate this lease.

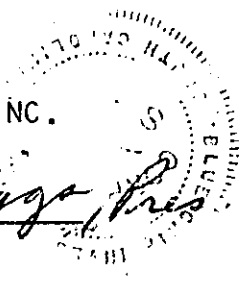
It is mutually agreed that all terms of this lease shall be binding upon the Lessor, its successors and assigns, and upon the Lessee, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused the within written instrument to be executed by its duly authorized officers the day and year first above written.



BLUE CHIP INVESTMENTS, INC.

By: Edwin A. Briggs, Pres  
Lessor

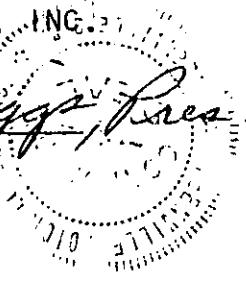


Victor E. ...

Billie G. Farn

GREENVILLE MOTOR LODGES, INC.

By: Edwin A. Briggs, Pres  
Lessee



(CONTINUED ON NEXT PAGE)