

The above numbered commitment is subject to the following specific conditions:

- (X) 11. Prepayment option (Summary only. Language specified by Liberty Life to be used in papers):
No prepayment will be allowed during first 5 loan years; thereafter, upon thirty days written notice and on any regular installment due date to pay in full or in part at 105% during 6th through 10th loan years; and at 103% thereafter.
- () 12. Monthly deposits to cover: () taxes () hazard insurance ()
- (X) 13. Receipt and approval of final plans and specifications. We will require receipt and approval of manufacturers description and specifications of all furnishings, fixtures, & equipment.
- () 14. Cost of improvements being not less than \$ 650,000.00. If cost is any less, this commitment will be reduced in the same ~~percentage~~ amount. (Minimum cost does not include furnishings, fixtures, and equipment.)
- (X) 15. Improvements are to be inspected and certified as complete by representatives of Liberty Life & Pickell, Pickell, Kivett & Associates. An Appraiser's Final Certificate (Liberty Life Form ML-64) and satisfactory completion photographs will be required.
- (X) 16. A chattel mortgage on all furniture, fixtures and equipment, including but not limited to television sets, all restaurant and kitchen fixtures and equipment.
- (X) 17. The note is to be guaranteed by James B. Little during the construction loan period as outlined in Paragraph 25.
- (X) 18. The papers shall contain, in a manner satisfactory to Liberty Life, a covenant to furnish Liberty Life with certified statements of income and expenses of the property within three months after the end of each fiscal year. The statement shall contain the total gross sales of tenants on percentage leases, if any. Average monthly and annual occupancy and average rates will be furnished with the audit.
- () 19. Liberty Life Loan No. _____ is to be paid in full at or prior to closing of the new loan.
- () 20. Approval and assignment of all papers from _____
- (X) 21. If construction is being diligently pursued on the subject property, this commitment can be extended through February 20, 1968, subject to a monthly cash nonrefundable commitment extension fee, payable in advance to Liberty Life, of $\frac{1}{2}$ of 1% of the principal amount of this loan commitment (\$ _____ / per month).
2,250.00
- (X) 22. The following leases are to be noncancellable, approved by Liberty Life, and conditionally assigned to Liberty Life as additional collateral. Disbursement will be subject to written acceptance of the improvements by all tenants and acknowledgment that the lease(s) are in full force and effect. Landlord's original executed leases are to be held by Liberty Life for the life of the loan.

Tenant	Term	Minimum Annual Rental
A Restaurant Operating Company (To be formed)	15 Years	\$40,000
A Motor Lodge Operating Company (To be formed)	15 Years	60,000

(Leases will be absolute net-net and personally guaranteed by James B. Little.)

- (X) 23. Fee owners will join in executing the mortgage so as to create a first lien on the fee. We will require receipt and approval of the executed ground lease.
- (X) 24. We will require receipt and approval of executed copies of the Operator's Agreement for the Howard Johnson's Restaurant and the License Agreement for the Howard Johnson's Motor Lodge. The Operator's Agreement and the License Agreement will be conditionally assigned to Liberty Life.
- (X) 25. Liberty Life hereby agrees to provide the construction loan on the following terms:

To Liberty Life Insurance Company: The undersigned hereby accept(s) this commitment and agree(s): (1) to be fully bound by the terms and conditions thereof, (2) to see that the loan contemplated thereby is acquired by Liberty Life within the date and on the terms stated with any modifications or amendments by Liberty Life that may be hereinafter mutually agreed upon, and, (3) that all facts and circumstances pertaining to the application, the loan and the security for the loan are and shall be as represented.

DATE: _____ BY: _____

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