

WHEREAS, in order to finance the construction of said additional 70 units First Federal has agreed to make a first mortgage loan to Golden Eagle secured by a first lien over Tract No. 2 shown on the attached plat and Prudential has agreed to release said Tract No. 2 from the lien of its above-described mortgage and to make such other agreements as necessary or desirable in connection with facilitating said loan from First Federal to Golden Eagle;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) Prudential hereby releases from the lien of its mortgage (recorded in the Office of the R.M.C. for Greenville County in R.E.M. Book 1146, at page 577) the property of Golden Eagle shown as Tract No. 2 on the plat of property of Golden Eagle of Greenville, Inc., dated January 3, 1970, revised December 11, 1970, which plat is recorded in the Office of the R.M.C. for Greenville County in Plat Book 4-1, at page 27, and said Tract No. 2 having, according to said plat, the description, metes and bounds shown on the attached Exhibit B.

(2) Golden Eagle, Prudential and First Federal agree that each party hereto, their successors and assigns, shall have common access to and use of any and all parking areas, service areas, utilities (including, but not limited to, air conditioning, heating, electric power, gas, sewer and water) restaurant, bar, meeting rooms, office space, roadways, recreational areas, swimming pool and any and all other facilities or utilities presently located on or hereinafter constructed on Tract No. 1 or Tract No. 2 relating to or pertaining to the operation of a motel on the premises.

(3) In the event Golden Eagle shall default under its existing note and mortgage to Prudential or the note and mortgage to be given by Golden Eagle to First Federal, such default shall