

and in such event, Mortgagee shall be permitted to cure any such default (but shall have no obligation to do so) within the period of time during which Landlord therein would be permitted to cure such default as set forth in said Lease, but in any event Mortgagee shall have a period of sixty (60) days after notification of such default shall have been delivered to Mortgagee in which to cure said default; provided, however, that in case of a default which cannot with reasonable diligence be remedied by Mortgagee within sixty (60) days, Mortgagee shall have such additional period of time as may be reasonably necessary for Mortgagee to remedy such default with diligence and continuity; provided, further, that, if Tenant should at any time claim any deductions or offsets of rent or the right to cancel the Lease due to any default of the Mortgagor, then the Tenant must first notify the Mortgagee of such claims, deductions, offsets or right to cancel, and Mortgagee shall be permitted to cure same within the time periods set out hereinabove in this paragraph. If the failure to cure a default of Mortgagor within the said time periods results in Tenant's deducting or offsetting any rent, such deductions or offsets shall be binding against Mortgagee, notwithstanding the provision in Paragraph 4(b)(i), only in the event that such deductions or offsets shall not exceed twenty (20%) percent of the total rental due from Tenant for any month during the term of the Lease.

6. This agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns and may be filed for record in the office of the Clerk of Court, Greenville County, South Carolina.

7. Hyatt Greenville Corporation and International Business Machines Corporation do both hereby agree that this Subordination, Attornment and Estoppel Agreement may be transferred and assigned by Mortgagee and upon any such transfer all of the terms hereof shall remain unchanged and be retained herein.

8. Mortgagor and Tenant do hereby agree that the date contained in Article 2(d) of the Lease is changed from June 30, 1980 to January 31, 1981, and that Article 6 is modified to add the following at the end of said article: "In the event Tenant chooses, upon termination of the Lease, to remove any improvements which Tenant has made, the Tenant shall restore those portions of the Premises affected thereby to their original condition, ordinary wear and tear excepted."

9. Notwithstanding the provisions of the Mortgage, so long as no default on the part of Tenant has occurred under the Lease, if the Premises are damaged by fire or other casualty and, in the opinion of Landlord's architect, the damage can be repaired within ninety (90) consecutive days from the date of the damage, then Mortgagee shall make insurance proceeds, if any, available to Landlord to repair the damage, provided that the Lease and all Tenant's obligations thereunder remain in full force and effect without modification.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, the day and year first above written.

MORTGAGOR: HYATT GREENVILLE CORPORATION

Mary J. Jantke
Witness

BY: Richard Schube
Its: Vice President

Jesse Oestke
Witness

BY: Landra L. Thomas

-4- Its: Assistant Secretary (SEAL)

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