

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AGREEMENT

Vol 1171-521

AGREEMENT dated this 4 day of AUG., 1982 by and among James W. Knox, Jr. of Greenville, South Carolina, hereinafter referred to as Knox, Southern Bank and Trust Company, with its home office in Greenville, South Carolina, hereinafter referred to as Custodian and the following individuals hereinafter referred to singularly as Principal and collectively as Principals, to wit: Foster McKissick of Easley, South Carolina, George B. Nalley of Easley, South Carolina, Blake P. Garrett, of Fountain Inn, South Carolina, David H. Garrett, of Fountain Inn, South Carolina, William R. Timmons, Jr. of Greenville, South Carolina, and Melvin K. Younts, of Fountain Inn, South Carolina.

WHEREAS Knox is to become the owner of a tract of land located in the northwest quadrant of the intersection of Interstate Highway 85 - South Carolina Highway 14 in Greenville County, South Carolina, which is more particularly described in a deed recorded in the RMC Office of Greenville County Deed Book 1132 at Page 811 ; and

WHEREAS, Principals have entered into a joint venture for the construction and operation of a motel which they desire to build on the above-referenced property which is to be leased by them from Knox in accordance with the terms of a lease agreement, a copy of which is attached hereto and labelled as Exhibit A, the terms of which are incorporated herein by reference; and

WHEREAS, Knox wishes to obtain a fully secured line of credit in the amount of One Hundred Forty Thousand and no/100 (\$140,000.00) Dollars at a bank, savings or financial institution of Principal's choice or as otherwise set forth, such credit line to continue for a period of Twenty (20) years; and

WHEREAS, Custodian operates and maintains trust and loan departments which would enable it to use its employees, services and expertise to give effect to the terms of this agreement:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and in further consideration of Five and no/100 (\$5.00) Dollars and other valuable considerations paid in hand simultaneously with the execution of this agreement, receipt whereof is acknowledged, the parties do agree as follows:

1. Principals shall deliver to Custodian certain collateral as specified herein, the purpose of which is to fully secure and provide collateral for a secured line of credit for Knox in the amount of One Hundred Forty Thousand and no/100 (\$140,000.00) Dollars at a financial institution of Principals' choice but in a manner not detrimental to Knox. It is also a purpose of this Agreement to specify certain protection for the Principals and Knox in the event of a default by

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