

STATE OF SOUTH CAROLINA

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GREENVILLE S.C.
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SLEYNOTICE OF TENANCY IN COMMON AGREEMENT
NEW GREENVILLE HOTEL COMPANY

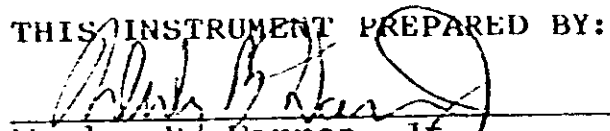
THIS NOTICE, made and entered into as of the 30th day of August, 1983, by and between the undersigned parties hereafter collectively referred to as "Owners" and individually referred as "Owner". The Owners have this date acquired title to certain property, as more particularly described in Exhibit A attached hereto and incorporated by reference herein. The undersigned parties are the owners of said property, with each Owner owning an undivided interest in the property in the proportion as set forth beside such Owner's signature to this Notice.

The Owners have entered into a Tenancy in Common Agreement setting forth the terms and conditions upon which they will hold their undivided interests in the property as tenants in common. This notice is being executed and recorded for the purpose of giving notice to all interested parties of the existence of such Tenancy in Common Agreement.

Without in any way indicating that the following is a complete or accurate summary, the Tenancy in Common Agreement does contain provisions relating to the following:

1. Decisions. All decisions with respect to the property are to be made by majority vote, except to the extent otherwise provided in the Agreement. All owners are bound by any such vote.
2. Payments. The Owners are required under the terms of the Tenancy in Common Agreement to make certain payments. Should any person who is an owner of an undivided interest in the property fail to make such required payments, then the other Owners have under certain circumstances an option to purchase the undivided interest in the property of any Owner failing to make such required payment.
3. Waiver of Partitioning. Each Owner has waived his right to partition the property.
4. Option to Purchase. Upon the bankruptcy, insolvency, dissolution or liquidation of either Owner, the other Owners have an option to purchase his interest upon certain terms and conditions as set forth in the Tenancy in Common Agreement.
5. Limitation on Encumbrances. No Owner may mortgage, grant a lien upon or otherwise encumber his or her undivided interest in the property without the prior written approval of the Owners by a majority vote. Any mortgage, lien or encumbrance in the absence of such approval shall be null and void.
6. Right of First Refusal. Except in certain situations specified in the Tenancy in Common Agreement, no Owner may transfer his undivided interest in the Property without granting a right of first refusal to the other Owners to acquire such interest.

THIS INSTRUMENT PREPARED BY:


Wesley B. Warren, Jr.
850 First National Bank Building
Decatur, Georgia 30030

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