

mutual covenants herein contained, the parties hereto agree as follows:

(1) The interest rate on the outstanding balance of said note from Golden Eagle to Prudential, dated January 15, 1970, in the principal amount of \$775,000 shall be increased by 1% from 8½% to 9½% effective February 26, 1971.

(2) In connection with item 16(a) contained in the mortgage from Golden Eagle to Prudential, which provides that Golden Eagle shall pay to Prudential additional interest in accordance with the terms and conditions contained in said item 16(a) of said mortgage, it is agreed that said payments shall be computed by Golden Eagle with respect to motel rooms rented on a daily basis and that said payments to Prudential shall apply to the first 129 rooms rented by Golden Eagle each and every calendar day of the year in either the original 129 room section or the 70 room addition. In the event Golden Eagle shall rent in excess of 129 rooms on any day, the obligations of Golden Eagle to Prudential under item 16(a) of said mortgage shall not apply as to income received by Golden Eagle from such room rental.

(3) In the event Golden Eagle sells the motel over which Prudential has a first mortgage, Prudential shall have the right and option, in its sole discretion, to declare due and payable the entire indebtedness owed by Golden Eagle to Prudential.

(4) Golden Eagle represents and warrants to Prudential that it shall permit no liens or encumbrances to attach to Tract No. 2 at any time other than the first mortgage to First Federal Savings and Loan Association.

(5) Prudential hereby agrees to execute, at the appropriate time, an easement agreement permitting use of the pool and access routes by the occupants of the 70 room addition on Tract 2.

(6) Golden Eagle represents and warrants that in connection with the construction of said 70 room addition, the entire project, located on Tracts No. 1 and No. 2, will conform with parking and zoning regulations of the City of Greenville, South Carolina.