

RIDER ATTACHED TO AND SPECIFICALLY MADE A PART OF THAT CERTAIN MORTGAGE, DATED July 2, 1972, EXECUTED BY WALTER KASSABA REALTY CORPORATION, IN FAVOR OF JACK R. COURSHON, AS NOMINEE OF THE TRUSTEES OF FIRST MORTGAGE INVESTORS, A MASS. BUSINESS TRUST.

Paragraph 15 of the within Mortgage shall read as follows:

15. Mortgagor will keep the premises insured against such hazards and in such companies, forms and amounts as may be required by the Mortgagee. All such insurance policies shall contain loss payable clauses payable to the Mortgagee, as its interest may appear, and all insurance policies and renewals thereof shall be delivered to the Mortgagee immediately upon issuance thereof, together with receipts showing payment of all premiums thereon. The Mortgagee shall have the right to collect and receive all money that may become payable and collectible on all such policies (whether through loss or damage to the premises, or otherwise), and apply all or any part of the same, less a reasonable collection expense, as a credit on the indebtedness even though the indebtedness may not be due according to its terms, or at its option, Mortgagee, may use any part of such money for the rebuilding and restoration of any part of the damaged or destroyed Premises; provided, however, if (i) Mortgagor is not in default under the Note or any instrument securing same ^{or the Loan Agreement} ~~or the Loan Agreement~~; and (ii) Mortgagor obtains an extension of the loan commitment from the Long-Term Lender ^{as mentioned in the Loan Agreement} ~~as mentioned in the Loan Agreement~~ sufficient to enable Mortgagor to complete the construction of the improvements ^{described in the Loan Agreement} ~~described in the Loan Agreement~~, Mortgagee shall disburse such insurance proceeds to Mortgagor for the rebuilding and restoration of the damaged or destroyed Premises, and (iii) if it is determined by the Mortgagee that the insurance proceeds shall not be sufficient to rebuild and restore the Premises to its prior existing condition prior to the loss, then and in that event, prior to the Mortgagee disbursing any insurance proceeds, Mortgagor shall expend from its own funds, an amount sufficient to make up any insufficiency. Any such money held by the Mortgagee for rebuilding or restoration shall be held without payment or allowance of interest. This provision shall not create any duty on that part of the Mortgagee to collect insurance proceeds and the Mortgagee shall not be responsible for the failure to collect the same regardless of the cause of such failure. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the indebtedness, all right, title and interest of Mortgagor in and to all insurance policies then in force with respect to any part of the Premises shall pass to and vest in the new owner of that part of the Premises covered by such insurance policy.

44. This instrument also creates a security interest in favor of Mortgagee under the South ^{Carolina} ~~Uniform~~ Commercial Code, and Mortgagee shall also have all rights and remedies of a secured party under the South ^{Carolina} ~~Uniform~~ Commercial Code, and without limitation upon or in derogation of the rights and remedies created under and accorded Mortgagee by this Mortgage pursuant to the common law ^{Carolina} ~~or of any other jurisdiction~~, it being understood that the rights and remedies of Mortgagee under the South ^{Carolina} ~~Uniform~~ Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law, or any other laws of the State of South ^{Carolina} ~~or of any other jurisdiction~~.

45. Mortgagor covenants that the above-described property, together with the improvements constructed thereon, and fixtures and personal property appurtenant thereto, shall not be further encumbered by the lien of any other Mortgage or other burden without the prior written consent of Mortgagee.

46. Mortgagor will be required to submit semiannual profit and loss statements showing the operation of the project.

47. Mortgagor will be required to submit annual financial statements, certified by a Certified Public Accountant, showing the results of the operation of the borrower corporation.