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GREENVILLE CO S.C.

APR 29 12 14 PM '83

DONNIE S. TANKERSLEY
R.M.C.

When recorded mail to:
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3333 Michelson Drive
Irvine, California 92730

BOOK 1604 PAGE 634

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GOLDSTON INC., a North Carolina corporation (herein called mortgagor), SENDS GREETINGS:

WHEREAS, this mortgage is given as security for the obligations (the "Obligations") of mortgagor under its Guaranty Agreement (the "Guaranty") of even date herewith with FLUOR CORPORATION, a Delaware corporation (herein called mortgagee), pursuant to which mortgagor has guaranteed certain obligations and indebtedness of Hertz Penske Truck Leasing, Inc., a Delaware corporation (herein called obligor), in the amount of \$4,477,200. Upon the sale, conveyance, transfer or alienation, whether voluntary or involuntary, of the property covered by this mortgage, or any part of or interest in such property, mortgagee shall have the right at its option to declare the indebtedness so guaranteed immediately due and payable unless obligor has prior to any such sale, conveyance, transfer or alienation, delivered to mortgagee an irrevocable letter of credit issued by a United States bank acceptable to mortgagee (the approval of which will not be unreasonably withheld) in the form previously agreed to by obligor and mortgagee in an amount equal to the book value of the property covered by this mortgage at the time the letter of credit is issued. Upon request by obligor, mortgagee shall release said property from the lien of this mortgage upon receipt of a letter of credit in conformity with the preceding sentence.

If at any time default be made in respect to any condition, agreement or covenant contained herein or in the Guaranty, then all the Obligations shall become immediately due and payable, at mortgagee's option, who may sue thereon and foreclose this mortgage; the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the Obligations, and to be secured under this mortgage.

NOW, KNOW ALL MEN, That the mortgagor, in consideration of the Obligations, and for better securing the payment thereof to the mortgagee according to the terms of the Guaranty, and also in consideration of the further sum of THREE DOLLARS, to the mortgagor in hand well and truly paid by the mortgagee, at and before the signing of these Presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the mortgagee all of the following described real estate (the "Premises"):

500 3 35531A01

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
APR 29 1983
TAX
162.52
RECEIVED