

LEASEHOLD RIDER

ARTICLE I

This mortgage is subject and subordinate to the ground lease described below (herein called the "Ground Lease"):

LEASE between C. Dan Joyner (the "Lessor"), and Robert L. Watkins, Jr. and Tamara A. Watkins dated April 19, 1971, recorded in the R.M.C. Office for Greenville County in REM Volume 1209, page 948, further assigned to Greenville Hotel Associates, a South Carolina limited partnership, by instrument dated April 5, 1984, recorded in the R.M.C. Office for Greenville County in REM Volume 1209, page 944.

ARTICLE II

The Mortgagor hereby represents, warrants, covenants and agrees that:

(1) This Mortgage is lawfully executed and delivered in conformity with the Ground Lease.

(2) The Mortgagor will promptly pay or cause to be paid, when due and payable, the net rent, additional rents, taxes and all other sums and charges mentioned in and made payable by the Ground Lease.

(3) The Mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by the Mortgagor as the Lessee under the Ground Lease, within the periods (exclusive of grace periods) provided in the Ground Lease, and will do all things necessary to preserve and to keep unimpaired its rights under the Ground Lease.

(4) The Mortgagor will promptly notify the Mortgagee in writing of any default by the Mortgagor in the performance or observance of any of the terms, covenants or conditions on the part of the Mortgagor to be performed or observed under the Ground Lease.

(5) The Mortgagor will (a) promptly notify the Mortgagee in writing of the receipt by the Mortgagor of any notice (other than notices customarily sent on a regular periodic basis) from the Lessor under the Ground Lease and of any notice noting or claiming any default by the Mortgagor in the performance or observance of any of the terms, covenants, or conditions on the part of the Mortgagor to be performed or observed under the Ground Lease; (b) promptly notify the Mortgagee in writing of the receipt by the Mortgagor of any notice from the Lessor of the Ground Lease to the Mortgagor of termination of the Ground Lease pursuant to the provisions of the Ground Lease; and (c)

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