

December 31, 1977, and continuing for each calendar year thereafter, Company shall be entitled to receive, and Owner shall pay to Company, Company's Advances (whether made in said calendar year or in any previous calendar year) but only to the extent that such Company's Advances can be paid from Net Operating Income for the calendar year in question, Owner having no other obligation to repay such Advances (except as provided in Article VII and Article VIII of the Agreement). Any Company Advances not paid out of Net Operating Income for a calendar year shall remain outstanding until paid. If, for any calendar year, Net Operating Income exceeds the aggregate of all such Advances then outstanding and not previously repaid, Company shall be entitled to receive, in addition to Company's Advances, and Owner shall pay to Company, as an Incentive Management Fee, an amount set forth in Section 6.02 of the Agreement. Company shall, pursuant to the Agreement, pay a portion of each Incentive Management Fee to The Smith, Mehre and Smith Company as an incentive sub-management fee for each calendar year for which Company receives an Incentive Management Fee.

ARTICLE VII

SALE OR DISPOSITION OF PROPERTY

Section 7.01 Sale of Property. Subject to Section 7.02 of the Agreement and subject to The South Carolina National Bank's right of first refusal under the Ground Lease, Owner may at any time and from time to time during the term of the Agreement sell any part of the Property. It is expressly understood and agreed by Owner that any sale of the Property in violation of the provisions set forth in Article VII of the Agreement shall for all purposes be deemed null and void and of no legal effect whatsoever.

Section 7.02 Company's Right of Refusal.

(a) If Owner shall at any time offer to sell the Property to Company for a stated price (which offer may include deferred payment terms for part of the price) and

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