

the Mortgagee and the Agent. In the event the Mortgagee objects to the fee quoted by the Agent, it shall be entitled to substitute a new Agent in accordance with the terms of Paragraph 8 hereinabove as if the Agent had given notice of intent to withdraw. The Mortgagor shall be responsible for the first \$500.00 total sums due and owing to the Agent during each twelve month period and the Mortgagee shall be responsible with all sums in excess thereof.

12. This Agreement shall not be amended, modified or terminated except in writing signed by all parties hereto.

13. This Agreement shall terminate and be rendered of no further force and effect upon the satisfaction of all Underlying Mortgages (including any mortgages given in substitution or refinancing thereof).

14. This Agreement shall inure to the benefit of the successors and assigns of all parties hereto.

15. This Agreement shall be interpreted and construed under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

GREENVILLE HOTEL ASSOCIATES

(SEAL)

By: Robert A. Dean  
Its: General Partner