

EXHIBIT D

HYATT GREENVILLE CORPORATION shall be entitled to receive a return of the amounts of its Initial Advance plus interest at the annual rate of eight percent (8%) from the proceeds of the Project as they are available in accordance with Section 4 of the Supplemental Agreement. The interest shall accrue from the date of such advance or from the date of the opening of the hotel portion of the Project, whichever is later.

Interest shall be computed on a quarterly basis and to the extent that the cash receipts are inadequate in any quarter to make the interest payments thereon, said interest obligation shall accrue and be compounded quarterly and shall have priority over any other payments that may be due hereunder.

The principal amount of the Initial Advance and accrued interest shall be repayable in forty equal consecutive quarterly installments commencing on the 90th day following the opening of the hotel portion of the Project or twelve months from the date of the Initial Advance, whichever is later. Any installment not paid when due because of insufficient cash shall be added to and become part of the next installment due. On any installment due date, that installment and all prior unpaid installments shall be payable.

Hyatt Greenville Corporation's repayment to itself of amounts of the Initial Advance shall be made under and subject to the terms of the certain Supplemental Agreement (to which this is attached as Exhibit D) and such payment shall be subject in every respect to the provisions of such Supplemental Agreement.

In accordance with the Supplemental Agreement, Hyatt Greenville Corporation shall have the right to make payments to itself in accordance with this Exhibit D from the accounts or other proceeds of the Project.

Any amounts repaid in accordance with this Exhibit D shall be applied first, to the payment of past due interest; then, to the payment of current interest; then, to the reduction of the principal amount of the Initial Advance.

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