

date hereafter being called the "Foreclosure Date"); and (d) Successor Owner shall not be required to cure any defaults under the Project Agreement, Supplemental Agreement, or this Agreement existing on the Foreclosure Date in order to exercise the renewal option.

8. The definition of "Available Cash Flow" in Section 8 of the Project Agreement and all references to that term in the Project Agreement are hereby amended and supplemented by the establishment of a payment priority schedule governing the utilization of proceeds from the "Project" as defined in the Project Agreement. Such a schedule was incorporated into the Supplemental Agreement. The schedule set forth below, which represents the final agreement of all of the parties hereto with respect to such schedule, includes some additional amendments. Henceforth, the priority of payments to be made by Hyatt from revenues received from the Project shall be as follows:

- (a) Operating expenses including hotel management fee.
- (b) Debt service on the construction and/or permanent loan, including any past due and unpaid installments from any previous years.
- (c) \$35,000 minimum rental to City.
- (d) Repayment of Hyatt's Additional Advance(s), if any, and Hyatt's Second Advance on terms described in Exhibit C of the Supplemental Agreement (said terms having the definition set forth in the Supplemental Agreement).
- (e) Repayment of Hyatt's Initial Advance (as defined in the Supplemental Agreement) on terms described in Exhibit D of the Supplemental Agreement.
- (f) On a proportionally equal basis:
 - (i) The 8% annual additional rental due City under paragraph 1(b) of the Supplemental Agreement.
 - (ii) Payment of interest on any note from Hyatt to Greenville Community Corporation ("GCC") which may be created pursuant to paragraph 1(a) and Exhibit B to the Supplemental Agreement.
- (g) Payment of principal on any note referred to in f(ii) above.
- (h) (i) Payment of \$50,000 annual Minimum Ground Rent from Hyatt to Camel pursuant to the

0.80

4328 RV-2