

have covenanted and agreed, and do hereby covenant and agree, each with the other, as follows:

1. The Mortgagor will pay, or cause to be paid, unto the Mortgagee the sum of \$2,057,118.96 now owing and unpaid, with interest thereon, as provided in the Note secured by the Mortgage.

2. The following new paragraphs, designated as Paragraphs "50" and "51", are hereby added to the Mortgage:

50. Provided that this Mortgage is not then in default, the Mortgagor shall be entitled to releases from the lien of this Mortgage under the following terms and conditions:

(a) Mortgagor shall submit to Mortgagee all proposed documents and other instruments relating to the condominium conversion, including, without limitation, the Declaration of Condominium, Articles and By-Laws of the Condominium Association, maintenance and similar agreements, sales contracts, sales brochures and sales prospectuses, and all other documents required by Mortgagee and its attorneys for their prior approval as to form and content, prior to recording or disseminating such documents. Mortgagee agrees, subject to such approval, to join in the documentation as required by South Carolina law. Mortgagor agrees to conform to and abide by all of the laws affecting condominium development and sales and all other applicable state and federal laws affecting the sale of condominium units as from time to time are in force and effect. Mortgagor further agrees to comply with all applicable local, state and federal laws and regulations with regard to sales of condominium units, including advertising and other communications. Any approval required hereunder shall not be unreasonably delayed or withheld.

(b) Mortgagor shall not close any sales of condominium units and Mortgagee shall not deliver any releases of this Mortgage, until condominium units having an aggregate value of \$2,300,000.00 have been "presold", as said term is hereinafter defined. A condominium unit shall be "pre-sold" for all purposes hereunder when the following conditions have been fulfilled: (i) a valid and enforceable contract for sale and purchase of the condominium unit shall have been executed between Mortgagor and a bona fide purchaser of the condominium unit for a price not less than the sales price set forth with respect to such unit on the "Schedule of Minimum Sales Price" attached hereto and made a part hereof as Schedule B; and (ii) a copy of the sales contract executed between Mortgagor and the bona fide purchaser of the condominium unit shall have been delivered to the Mortgagee.

(c) After pre-sales have been made as hereinabove set forth, and Mortgagee has approved and joined in the documentation as required by South Carolina law, Mortgagor may proceed to close the sale of condominium units. For each condominium unit conveyed, Mortgagor shall deliver to Mortgagee a principal payment in an amount equal to ninety per centum (90%) of the actual sales price for each condominium unit conveyed plus an additional fee of \$100.00 per unit (hereinafter the "Release Price").