

EXHIBIT C

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NOTE

\$35,000,000.00

November 30, 1984
Greenville, South Carolina

FOR VALUE RECEIVED, the undersigned, DANIEL PROPERTIES 17, a Virginia limited partnership ("Maker"), promises to pay to BANKERS LIFE COMPANY, an Iowa corporation or its registered assigns ("Payee"), on or before December 1, 1999, in the manner set forth below, the original principal sum of Thirty Five Million and No/100 Dollars (\$35,000,000.00) (the "Original Principal Balance") together with interest which shall accrue from the date the proceeds hereof are advanced hereunder (the date of this Note being for convenience of reference only) at the initial rate (the "Initial Interest Rate") of Thirteen and 50/100 Percent (13.50%) per annum on the Adjusted Principal Balance (hereinafter defined), all as hereinbelow provided. Interest hereunder shall be computed on the basis of a 360-day year comprised of twelve (12) 30-day months.

If any installment of principal and interest under this Note is not paid promptly when due in the amounts specified in the Schedule (hereinafter defined), interest shall accrue on the amount of that installment and be payable by Maker to the holder of this Note, from the date on which such installment shall be due until the date on which Payee shall receive such installment, at a rate per annum (the "Default Rate") of interest that shall be the lesser of (i) the maximum rate permitted by law or (ii) the greater of 14.50% or a percentage equal to the then current discount rate of the Richmond Federal Reserve Bank plus 5%. In addition, because Maker and Payee recognize that it would be impracticable or extremely difficult to establish the amount of the actual damages under this Note, if any installment of principal and interest under this Note is not paid within seven (7) days of Payee's giving Maker written notice of such late payment, Maker shall pay to the holder of this Note a late charge of 6% of the amount delinquent.

If for any month while this Note is outstanding, any payment made by Maker to Payee (in accordance with the Schedule that is hereinafter defined and set forth) is less than the amount of interest that shall have accrued under this Note from the date of the immediately preceding payment until the date preceding the date such payment is due (such difference being hereinafter called an "Interest Shortfall"), payment of such Interest Shortfall shall be deferred and the amount of such Interest Shortfall shall be added to the Original Principal Balance on the date that such Interest Shortfall arises. At any time and from time to time until this Note is paid in full, the