

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree that:

1. The term of the Note shall be extended to November 30, 1975, at which time the entire principal balance of the Note, together with all accrued but unpaid interest thereon, and all other sums secured by the Mortgage shall be due and payable.

2. DSI shall pay to GMRI an extension fee of:

(a) SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00)

on or before December 31, 1974, AND

(b) On June 30, 1975, One percent (1%) of the

then principal balance of the Note,

all of which shall be secured by the Mortgage.

3. Any default by DSI under this Agreement shall be a default of the Note and Mortgage.

4. Except as expressly modified herein, the Note, Mortgage and that certain Assignment of Rents and Leases by and between the Parties, dated December 28, 1973 and recorded in the office of the R.M.C. of Greenville County, South Carolina on December 28, 1973 in Deed Book 991, page 361, et sequi., shall continue in full force and effect in accordance with their respective terms.

5. DSI shall pay all and singular the costs and expenses incurred by GMRI in connection with this Agreement, including but not limited to title insurance, recording and attorneys' fees. DSI hereby authorizes to GMRI, upon the recordation of this Agreement, to place a legend on said Note to read as follows:

"This Note has been amended by an Agreement entitled Note and Mortgage Modification Agreement between Distribution Services, Inc. and Gulf Mortgage and Realty Investments, a Massachusetts business trust under declaration of trust dated March 20, 1970, as amended and restated and the respective successor trustees under said declaration of trust. Said Note and Mortgage Modification