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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

AGREEMENT

This Agreement made and entered into this 23rd day of August, 1976, by and between T. C. THREATT, C. R. MAXWELL, MICHAEL P. NORUNGOLO, 1008 BUILDING, A GENERAL PARTNERSHIP, and THREATT-MAXWELL ENTERPRISES, INC., hereinafter referred to as Borrowers, and SOUTHERN BANK AND TRUST COMPANY, hereinafter referred to as Lender.

WHEREAS, the Borrowers have executed and delivered their promissory note in the original principal amount of Three Hundred Twenty-Five Thousand and no/100 (\$325,000.00) Dollars to Lender; and

WHEREAS, concurrently with the execution of the said Three Hundred Twenty-Five Thousand and no/100 (\$325,000.00) Dollar promissory note the Borrowers as security therefor executed and delivered a real estate mortgage in the original principal amount of Three Hundred Twenty-Five Thousand and no/100 (\$325,000.00) Dollars to Lender covering six (6) parcels of real estate; and

WHEREAS, neither the promissory note nor real estate mortgage provided for any release of the real properties from the real estate mortgage upon the payment and reduction of the principal amount of the loan; and

WHEREAS, Borrowers and Lender agree that the clarification of the extent of the mortgage and the obligations that it secures should be expressed.

THEREFORE, in consideration of the mutual promises contained herein and in order to clarify the intentions of Borrowers and Lender, it is agreed as follows:

1. Lender agrees to release the real estate described in the Three Hundred Twenty-Five Thousand and no/100 (\$325,000.00) Dollar mortgage in accordance with the schedule contained in

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