

undersigned corporate general partner of Maker, to or made upon the President or any Vice President of such corporate general partner of Maker), at 1900 Daniel Building, Birmingham, Alabama 35233; and (b) if given to Payee, to or made upon Payee (to the attention of Payee's Commercial Real Estate Closing Department), at 711 High Street, Des Moines, Iowa 50307. Any such notice or demand shall be deemed given or made (as the case may be) on the date it is actually delivered to the intended recipient, unless such date is not a business day, in which event it shall be deemed given or made (as the case may be) on the next succeeding business day. Either Maker or Payee may change its address by notice to the other party given in the manner above described.

If this Note is placed in the hands of an attorney for collection, the costs and reasonable attorneys' fees (including fees on any appeal) incurred by Payee in collecting or enforcing payment hereof shall be added to the indebtedness evidenced hereby.

Notwithstanding anything else to the contrary, the rate of interest herein shall in no case exceed the rate allowable under any statute or law applicable to this transaction when appropriate consideration is given to borrowers and lenders of like character or classification. In the event the interest rate herein exceeds the rate allowable under any statute or law applicable to this transaction after appropriate consideration is given to borrowers and lenders of like character and classification, Payee shall forthwith apply the amount of all excess interest paid under this Note to prepay the Adjusted Principal Balance.

The payment of this Note shall be secured by a mortgage and security agreement dated as of November 15, 1984 (the "Mortgage") from Maker to Payee that shall be recorded in the Office of the Register of Mesne Conveyances of Greenville County, South Carolina, to grant and convey a first priority lien on certain property located in the City of Greenville, Greenville County, South Carolina, known as "Daniel Centre" and more particularly described in the Mortgage and certain other collateral described in the Mortgage, and by an assignment of leases and rents dated as of November 15, 1984 (the "Assignment") from Maker to Payee of certain leases and rents as to the improvements that are located on the Property, and by a guaranty, dated as of November 15, 1984, from Fluor Corporation to Maker and assigned therein to Payee, and by an operating deficit agreement, dated as of November 15, 1984, among Daniel