

not heretofore been caught up, received during 1977 or from the next 300 Certificates sold, whichever occurs first.

- c. The first \$175,000.00, plus any deficiency in the priority application from a prior year which has not heretofore been caught up, received during 1978, or from the next 250 Certificates sold, whichever occurs first.
- d. The first \$175,000.00, plus any deficiency in the priority application from a prior year which has not heretofore been caught up, received during 1979 or from the next 200 Certificates sold, whichever occurs first.
- e. The first \$325,00.00, plus any deficiency in the priority application from a prior year which has not heretofore been caught up, received during 1980, or from the next 250 Certificates sold, whichever occurs first.
- f. After 1980 the first monies received to the extent of any deficiency in the priority application from prior years not heretofore caught up and until the principal balance on the loan is less than \$400,00.00 shall be paid to Fidelity Federal Savings and Loan Association first toward the obligatory monthly payments and then, next, to a prepayment of the principal amounts due.
- g. Any remaining funds received from the sale of Membership Certificates shall continue to be held by Holly Tree Country Club, Inc., to be used for club improvements approved in advance from time to time by Fidelity Federal Savings and Loan Association and the Board of Governors of Holly Tree Country Club, Inc., in accordance with a priority schedule of Club improvements furnished by said Board of Governors to Fidelity Federal Savings and Loan Association and mutually agreed upon in advance, it being anticipated that such surplus funds would be applied toward the third 9 golf holes, additional tennis courts, Club-house additions and swimming facilities, it being contemplated that the operations of the Country Club would be financed through dues and other charges to members. Fidelity Federal Savings and Loan Association may, at its option, readvance any funds prepaid from the sale of Membership Certificates for the purpose of assisting Holly Tree Country Club, Inc., in paying for improvements mutually agreed upon as aforesaid.

Any provisions hereinabove contained may, upon request, be waived from time to time in writing by the Mortgagee. None of the provisions contained in this paragraph of this Agreement shall remain operative or binding upon the parties after the indebtedness due on the aforesaid note has been reduced to a sum of \$400,000.00 or less.

3. The Board of Governors or other governing authority of the Borrower will continue to exert its best efforts, including registration and continued registration with the Securities Commissioner of South Carolina to sell common stock or Membership Certificates up to 1600 shares to persons accepted and approved