

as members of Holly Tree Country Club, Inc., in accordance with the By-Laws of the Borrower, but such common stock or Membership Certificates will be sold, if available, and if such a person or persons are approved as a member on a first priority basis to persons or parties who have or intend to become bona fide residents of property known as Holly Tree Plantation Subdivision surrounding or nearby the Holly Tree Country Club before such shares or Membership Certificates are offered for sale to person who reside or intend to permanently reside elsewhere.

4. During the term of this Loan Agreement, the first 250 shares of common stock or Membership Certificates shall be sold at a minimum price of \$900.00 per share, the next 300 shares at a minimum price of \$1100.00 per share, the next 250 at a minimum price of \$1300.00 per share, the next 200 at a minimum price of \$1500.00 per share and the balance up to 1600 shares at a minimum price of \$1800.00 unless waived in writing in advance by the Mortgagee.

5. Until the aforesaid Note has been reduced to the principal balance of \$400,000.00 or less, the Borrower covenants and agrees that it shall not eliminate present annual fee paying basis members who elect not to purchase certificates of membership from using the golf course and other facilities of the Borrower, provided that such annual fee paying basis members sometimes known as "associate members" may be qualified as provided for in the By-Laws of the Borrower now in full force and effect. Any changes in the present By-Laws of the Borrower with regard to the classification of members or the privileges of each class of membership which are substantial in nature shall be approved in writing in advance by the Mortgagee.

6. Any membership certificates or shares of capital stock originally issued by the Borrower shall be resold or transferred to others only through Holly Tree County Club, Inc., the corporation, in the manner described in the presently enacted By-Laws of the Borrower, and then only on a staggered basis or system approved by the Board of Governors of the Borrower and the Mortgagee until at least 1,600 original certificates have been sold at the prices hereinabove set forth with certain exceptions mutually agreeable to the Borrower and the Mortgagee (such by way of example, as a member who has been transferred from the Greenville area) until the principal balance due on the Note has been reduced to the sum of \$400,000.00 or less.

7. Fire and extended coverage insurance on all buildings, improvements, apparatus and equipment shall be furnished and maintained at the expense of the Borrower during the term of said Note in an amount or amounts approved from time to time by the Mortgagee. Public liability coverage shall be taken out at the expense of the Borrower and provided at all times in the minimum amount of \$500,000.00. Such fire and extended coverage insurance will designate the Mortgagee as such with appropriate mortgagee endorsements.

8. The payments hereinabove set forth and described as mandatory or obligatory prepayments depending upon time and the sales proceeds of shares of capital stock or membership certificates, shall be credited by the Mortgagee toward the next ensuing obligatory monthly payments due on the above mentioned Note, including principal and interest in the level amortized monthly amount thereof subject to the condition that no default otherwise exists in the terms and conditions of the Note, Mortgage or security agreement.

9. After the principal balance due on the above Note has been reduced to the sum of \$400,000.00 or less, the terms and