by the First Note and the Second Note; (b) any future advances made under any provisions of the Security Documents; (c) expenditures by the Bank under any provisions of the Security Documents; and (d) attorneys' fees, court costs and other amounts which may be due under the First Note or the Second Note, or both or any Security Document. The mortgage, grant, pledge, assignment, or conveyance to the Bank of the property described in the Security Documents shall be deemed to be in consideration of the indebtedness evidenced by the Second Note in addition to the indebtedness of the First Note.

SECOND: The First Note is hereby amended and modified to include the following:

> Any default by the Borrower under the Borrower's Note to the Bank dated February 15 in the amount of Nine Hundred Fifty Thousand and no/100 Dollars (\$950,000.00) or under any mortgage or security agreement securing same shall constitute a default hereunder. Any any default under this note or under any mortgage or security agreement securing this note shall constitute a default under the Borrower's aforesaid Nine Hundred Fifty Thousand and no/100 Dollar (\$950,000.00) note.

THIRD: The Security Documents and the First Note as herein amended and modified are hereby ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification Agreement under seal this 15th day of Signed, sealed & delivered

in the presence of:

CARABO CAPITAL, a South Carolina (SEAL) General Partnership

Partner

SALO M. KNOW And: comula

BANKERS TRUST OF SOUTH CAROLINA (SEAL)

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