

WHEREAS, the Second Note is secured, inter alia, by a Mortgage from Borrower to Bank of even date herewith and intended to be recorded in the R.M.C. office for Greenville County, South Carolina prior to the recording of this Agreement (the "Second Mortgage"), which Second Mortgage is now a valid second lien on the Premises; and

WHEREAS, the Second Note is secured, inter alia, by a Collateral Assignment of Leases and Construction, Operating and Reciprocal Easement Agreement of even date herewith and intended to be recorded in the R.M.C. office for Greenville County, South Carolina prior to the recording of this Agreement (the "Second Assignment of Leases and COREA"), which Second Assignment of Leases and COREA is now a valid second priority assignment of Borrower's interest in all leases and the aforesaid Operating Agreement affecting the Premises; and

WHEREAS, in order to make the payment schedules under the First Note and Second Note coincide and to maintain a constant rate of payment of 10.20 under the First Note and the Second Note, Maker has today prepaid principal on the Second Note in the amount of \$17,544 (representing one year's principal payments under a 30 year term at the interest rate of 9 5/8% a year); and

WHEREAS, Borrower and Bank desire to amend the payment terms of the Second Note to provide for equal monthly payments of the outstanding principal balance of the Second Note and interest thereon over a term of 29 years; and

WHEREAS, Borrower and Bank desire to consolidate the First Note and the Second Note so that the original aggregate principal amount of \$15,000,000, with interest, shall be due and payable as hereinafter provided; and

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