STATE OF SOUTH CAROLINA)

MODIFICATION AGREEMENT

COUNTY OF GREENVILLE)

This Modification Agreement made and entered into this 20th day of November, 1978, by and between SOUTHERN BANK AND TRUST COMPANY (hereinafter called the "Bank") and WESTSIDE CITY, INC. (hereinafter called the "Borrower").

WITNESSETH, that whereas, the Borrower for value received has heretofore executed and delivered to the Bank the Borrower's Note dated May 15, 1978, in the face amount of Six Hundred Fifty Thousand (\$650,000.00) Dollars and a Mortgage, Assignment of Leases, Assignment of Rents and other loan documents securing the payment of said Note; and

WHEREAS, the Bank and the Borrower desire to amend the terms of payment as stated in said Note and other loan documents.

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties, the aforesaid Note is hereby amended and modified by changing paragraph (b) thereof to read as follows:

(b) Upon assignment of this note and the mortgage securing same to the Life Insurance Company of Virginia, interest shall be payable from the date of such assignment until maturity at the rate of nine and one-eighth (9-1/8%) percent per annum, said principal and interest being payable in two hundred forty-nine (249) monthly installments as follows:

Beginning on the first day of January, 1979, and on the first day of each month thereafter, the sum of Five Thousand Eight Hundred Twentysix and no/100 (\$5,826.00) Dollars, to be applied on the interest and principal of this note, said payments to continue up to and including the first day of August, 1999, and the balance of said principal and interest to be due and payable on the first day of September, 1999; the aforesaid two hundred forty-nine (249) monthly payments of Five Thousand Eight Hundred Twenty-six and no/100 (\$5,826.00) Dollars, each, are to be applied first to interest at the rate of nine and one-eighth (9-1/8%) percent per annum on the principal sum of Six Hundred and Fifty Thousand Dollars (\$650,000.00) or so much thereof as shall, from time to time, remain unpaid, and the balance of each Five Thousand Eight Hundred Twenty-six and no/100 (\$5,826.00) Dollars payment shall be applied on account of principal.

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