

trust thereby created, and to them and their assigns, all of their right, title and interest in, to and under a portion of the Collateral and the Guarantees equal to the Trustee's Interest.

3. The Woodlands Mortgage has been amended and is hereby amended to provide that the Woodlands Mortgage is given to secure the Bond Indebtedness as well as the Loan and all other amounts payable under the Consortium Loan Agreement as if the Bond Indebtedness were a part of the Loan, and in addition, all other amounts payable from time to time under the Agreement in respect of Security, as if such amounts were a part of the Loan, and in the event that the Loan, all other amounts payable under the Consortium Loan Agreement and all amounts payable to the Agent and the Lenders under the Agreement in respect of Security have been indefeasibly paid in full, all references to Chemical Bank or to the Agent shall be references to First Georgia Bank, as Trustee under the Bond Documents. The execution and delivery of this Memorandum shall not constitute a modification or novation of the lien and encumbrance of the Woodlands Mortgage, which lien and encumbrance shall retain its priority as originally filed for record.

4. In the event that the Loan is paid in full, the Trustee shall have the right to proceed directly against any one or more of the Collateral, the Partnership under the Partnership Guarantee and Woodlands under the Woodlands Guarantee as if the Trustee were the Agent under and pursuant to the Consortium Loan Agreement, the Security Documents and the Guarantees.

5. Any reference herein to any person, firm, partnership, corporation or other entity shall be deemed to include any and all successors and assigns of such person, firm, partnership, corporation or other entity.

IN WITNESS WHEREOF, Woodlands, the Agent and the Trustee have caused this Memorandum to be duly executed, under seal, as of the day and year first above written.

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