

SUPPLEMENTAL AGREEMENT

HYATT GREENVILLE CORPORATION ("HGC"), GREENVILLE COMMUNITY CORPORATION ("GCC"), OASIS DEVELOPMENT CORPORATION ("Oasis"), CAMEL COMPANY, a partnership ("Camel"), and the CITY OF GREENVILLE ("City") make this Agreement, which supplements and modifies the previous Agreements heretofore entered into between and/or among the parties, to-wit, Land Disposition Agreement dated January 22, 1979, Project Agreement dated January 22, 1979, and Agreement dated April 27, 1978, reference to which Agreements is hereby made.

RECITALS:

Heretofore Oasis has committed One Million Dollars in the form of equity contributions to be made to Camel; heretofore GCC has committed Four Million Dollars in the form of equity contributions to be made to Camel; and heretofore City has committed (in addition to federal funds of \$7.4 Million Dollars) One and a half Million Dollars for construction and equipping of the public portion of the Project.

Attached hereto as Exhibit A is an Estimated Project Budget (the "Budget") based on the best available information as to the cost of the Project, the allocation between the private sector and the public sector and the presently available sources of funds, itemized between the private sector and the public sector.

AGREEMENT:

1. In response to the need created by unanticipated or contingent construction costs and FF & E costs, and additional costs of borrowing money, the parties hereto, in order to assure that adequate funds are available to complete, equip and operate the Project, agree to make the following additional funds available upon the terms hereinafter set forth:

(a) GCC will, from time to time, lend to HGC up to One Million Dollars (the "GCC Loan") as and to the extent required for funding the private sector items of the Budget for the Project. Such advances shall be made within twenty (20) days of a call for funds made in writing by HGC to GCC and shall be represented by note(s) substantially in the form attached hereto marked "Exhibit B". Payments under such note(s) shall be in accordance with the priority hereinafter set forth.

(b) City shall, from time to time, expend up to an additional One Million Dollars as required for constructing and equipping of the public sector of the Project. Upon completion of the Project, the Project Agreement shall be amended to provide for an additional annual