

after receipt of said schedule, be paid to Developer. The remaining ninety percent (90%) of such cash proceeds shall belong to Woodfield. If Developer is liable to Woodfield for any funds, then Woodfield shall have the right of offset against funds otherwise due Developer. Woodfield shall have the right to examine the books and accounting procedures of Developer relating to the Project, and Developer shall likewise have the right to examine the books and accounting procedures of Woodfield relating to the Project."

THIRD: The Agreement among the parties dated May 31, 1983, as herein amended, is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the 28th day of September, 1983.

WITNESSES:

Thomas R. [Signature]

Sara L. Smith

Thomas R. [Signature]

Sara L. Smith

Thomas R. [Signature]

WITNESSES:

Thomas R. [Signature]

Sara L. Smith

WITNESSES:

Thomas R. [Signature]

Mark H. Stewart

WOODFIELD LAND COMPANY
(a South Carolina General Partnership)

By: Westminster Co., Inc., (A Partner)

By: *J. A. Newbold*
As Its *Vice President*

And: _____
As Its _____

By: *Dee A. Smith*
Dee A. Smith (A Partner)

By: *Boyd G. Boyer*
Boyd G. Boyer (A Partner)

WESTMINSTER CO., INC.

By: *Howard W. [Signature]*
As Its *Chief Executive Officer*

And: _____
As Its _____

EASLAN CAPITAL, INC.

By: *James J. Francis*
As Its *President*

And: _____
As Its _____