

will execute one or more promissory notes, referred to herein as the "Revolving Note" and the "Conversion Term Note." The Revolving Note and the Conversion Term Note will supercede the (\$18,500,000) Promissory Note.

D. Assignor and Assignee are entering into this First Amendment to provide that the assigned Mortgage, and the note secured thereby, will secure payment and performance of all present and future obligations and indebtedness of Assignor or any other Borrower under the Amended and Restated Loan Agreement, the Revolving Note, the Conversion Term Note, or any of them, or any security documents executed in connection therewith, or any extensions, modifications or renewals of any of the foregoing, and including any future advances thereunder.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree that the above-referenced Assignment of Mortgage is hereby amended as follows:

1. The assignment by Assignor to Assignee of all right, title and interest of Assignor in the Mortgage and the note secured thereby shall be for the purpose of securing all present and future indebtedness and obligations of Assignor or any other Borrower to Assignee, arising under or pursuant to the Amended and Restated Loan Agreement, the Revolving Note, the Conversion Term Note, or any of them, or any security documents executed pursuant thereto, or any extensions, modifications or renewals of any of the foregoing, and including any future advances thereunder.

2. The Assignment of Mortgage as amended hereby shall be subject to the provisions of the Amended and Restated Loan Agreement of even date herewith.

3. Except as amended hereby, all provisions of the Assignment of Mortgage remain in full force and effect.