

Agreement, (hereinafter referred to) as provided in the Indenture, (hereinafter referred to). Such payments include interest on the outstanding balance of said principal sum for the first ninety-two days hereof at the rate per annum of 13.00 percent and thereafter at the rate per annum of 10.00 percent until maturity, whether by acceleration, redemption or otherwise and from and after such maturity at the per annum rate of 13.00 percent and shall be applied first against interest accrued on this note and then against the principal balance outstanding on this note, PROVIDED THAT upon a Determination of Taxability (as such term is defined in the Indenture) the interest rate on this note shall be increased as of the date of the Event of Taxability (as such term is defined in the Indenture) giving rise to such a Determination of Taxability to that per annum rate which is three quarters of one percent ( $3/4\%$ ) in excess of the Prime Rate until maturity of this note, whether by acceleration, redemption or otherwise and from and after such maturity at that per annum rate which is three and three-quarters percent ( $3-3/4\%$ ) in excess of the Prime Rate, and PROVIDED FURTHER, HOWEVER, that if the Lenders or any one or more of the Guarantors under the Guaranty (referred to in the Mortgage and Financing Agreement) shall contest, in the manner provided in the Guaranty, any determination or opinion that the interest on this note is not wholly excludable from gross income for federal income tax purposes, then the payment of the increase in such interest rate shall be deferred until the date on which such contest is either terminated or the proceedings brought with respect thereto are finally concluded adversely to the interest of the Guarantors. All payments shall be applied first against interest accrued on this note and then against the principal balance outstanding on this note.

Interest only shall be paid on this note on November 1, 1984, February 1, 1985, May 1, 1985, and August 1, 1985. All interest on this note shall be computed on the basis of a 360-day year for the actual number of days elapsed.

"Prime Rate" means the prime rate of interest publicly announced as such by Old Kent Bank and Trust Company at its principal office, which rate may not be the lowest rate of interest charged by Old Kent Bank and Trust Company to any of its customers, including all changes in such rate as in effect from time to time.

In addition, the Corporation shall pay to the holder of this note any penalties or interest paid by said holder to any taxing authority as a result of the interest on this note becoming taxable for federal income tax purposes.