

If Maker pays the foregoing installments to Payee when due, then the Adjusted Principal Balance shall be in the following amounts immediately after the installments payable on the following dates shall have been paid -- (a) \$35,000,000.00 after December 1, 1984, (b) \$35,372,489.00 after December 1, 1985, (c) \$35,798,496.00 after December 1, 1986, (d) \$36,285,705.00 after December 1, 1987, (e) \$36,842,921.00 after December 1, 1988, (f) \$37,480,191.00 after December 1, 1989, (g) \$37,032,606.00 after December 1, 1990, (h) \$36,520,591.00 after December 1, 1991, (i) \$35,935,195.00 after December 1, 1992, (j) \$35,265,693.00 after December 1, 1993, and (k) \$34,500,000.00 after December 1, 1994.

The holder hereof shall adjust, as of December 1, 1994, the rate of interest hereunder to a rate (the "Adjusted Interest Rate") equal to the lowest "Best Five-Year Rate" established by the Commercial Real Estate Department of Payee for the first calendar week of September, 1994. For the purpose hereof, the term "Best Five-Year Rate" shall mean the lowest rate of interest at which Payee is then making loans having a five year term and secured by commercial real estate. If, for any reason, the Best Five-Year Rate is not available or no longer published, the Adjusted Interest Rate shall be a rate of interest proposed by the holder hereof. The holder hereof shall give written notice of such adjustment to Maker during the first calendar week of September, 1994. If Maker accepts the Adjusted Interest Rate, it shall so notify the holder hereof no later than September 30, 1994, and the monthly installments of principal and interest, beginning January 1, 1995, and continuing until this Note is paid in full, shall be the amount necessary to amortize in equal monthly installments the Adjusted Principal Balance (together with interest at the Adjusted Interest Rate) to \$30,500,000.00 by December 1, 1999. If Maker rejects the Adjusted Interest Rate, it shall, on December 1, 1994, prepay in full (and without premium or penalty) the Adjusted Principal Balance together with all accrued interest thereon.

Both the principal and interest payable under this Note shall be paid to Payee, by wire transfer of immediately available federal funds, to Payee's account from time to time designated by written notice to Maker, in lawful money of the United States of America that shall be legal tender for the payment of all debts and dues, public and private, at the time the amounts payable under this Note are to be paid.