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TOP IN CHIEF SHAPE

hereby promises to pay to the order of National Bank of Detroit or its registered assigns, the principal sum of

Six Million Three Hundred Thousand Dollars (\$6,300,000)

in 36 equal quarterly installments of \$175,000 on each February 1, May 1, August 1 and November 1 beginning November 1, 1985 with the final installment due on August 1, 1994 but solely from the revenues and receipts of the Issuer derived pursuant to the Mortgage and Financing Agreement, (hereinafter referred to) as provided in the Indenture, (hereinafter referred to), and to pay, but solely from such revenues and receipts, interest on the outstanding balance of said principal sum for the first ninety-two days hereof at the rate per annum of 13.125 percent and thereafter at the rate per annum of 10.125 percent until maturity, whether by acceleration, redemption or otherwise and from and after such maturity at the per annum rate of 13.125 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.

"Prime Rate" means the prime rate of interest publicly announced as such by the National Bank of Detroit at its principal office, which rate may not be the lowest rate of interest charged by National Bank of Detroit to any of its customers, such rate to change on the effective date of each change in such Prime Rate.

Interest on this note shall be payable quarterly on each February 1, May 1, August 1 and November 1 beginning November 1, 1984. All such interest shall be computed on the basis of a 365 or 366 day year, as the case may be, for the actual number of days elapsed.