

bearing cases numbered 73B6939 through 73B6979 involving Secured Party and others, as collateral assignees of the Secured Promissory Notes.

13. Amendments.

This Agreement shall not be modified, amended or otherwise altered, except by written instruments executed by all parties hereto; provided, however, that Owner and Secured Party alone from time to time may direct Bank in writing to change the amounts and times of the payments set forth in the Schedules, all in accordance with Paragraph 11 above.

14. Successors.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors, permitted assigns, executors, heirs and personal representatives.

15. Notices.

All notices, requests, demands and other communications required or permitted herein shall be in writing and be sent by certified mail, return receipt requested and addressed to the parties at their addresses set forth on Page 1 hereof or to such other addresses or such other persons as the parties shall have designated by written notice to the other parties as aforesaid. Any notice shall be deemed given three days after deposit in the United States mail.