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outstanding principal amount of the Second Note, being the sum of \$2,982,456.00, with interest thereon at the rate of 9 5/8% a year (calculated on the basis of a 360 day year), in 348 consecutive monthly installments of \$25,500.00 each and otherwise at the times and in the manner set forth in the Second Note, except as modified herein.

3. The First Note and the Second Note are hereby consolidated to evidence a single indebtedness of Borrower to Bank in the original principal amount of \$15,000,000 (the "Consolidated Debt").

4. Bank and Borrower confirm that Borrower has, as of the date hereof, repaid to Bank the principal sum of \$83,392.62 under the Consolidated Debt.

5. Borrower does hereby covenant and agree to pay the outstanding principal amount of the Consolidated Debt, being the sum of \$14,916,607.38, with interest thereon at the rate of 9 5/8% a year (calculated on the basis of a 360 day year), in 348 consecutive monthly installments of \$127,500.00 each commencing on December 1, 1979 and otherwise at the times and in the manner set forth in the First and Second Notes and to comply with all the other terms and conditions of the First and Second Notes, which terms and conditions, except as modified herein, remain in full force and effect. Bank agrees that, to the extent the terms and conditions of the First and Second Notes are duplicative, performance by Borrower under either Note shall be deemed performance under both.

Payee shall have the right for a period of one (1) year beginning on November 1, 1998 to require that the entire then unpaid principal of the Consolidated Debt, together with all accrued and unpaid interest thereon, be paid in full.