

installed in the Building or elsewhere on the Land, or

(c) any other disposition thereof,

the Company shall, at the election of the Bank, pay to the Bank to be applied first against any accrued and unpaid interest and then against the principal installments of the Note in the inverse order of maturity an amount equal to the greater of (x) the original cost thereof less depreciation taken by the Company at rates calculated in accordance with generally accepted accounting principles or (y) the net proceeds from such sale or other disposition.

(B) The removal from the Mortgaged Property of any portion of the Equipment pursuant to the provisions of this Section shall not entitle the Company to any postponement, abatement or diminution of the amounts payable under Section 4.3(A) of the Loan Agreement.

(C) The Company shall promptly report to the Bank each such removal, substitution, sale and other disposition and shall pay to the Bank such amounts, if any, as are required by the provisions of subsection (A)(2) of this Section promptly after the sale, trade-in or other disposition requiring such payment; provided, that no such report and payment need be made until the amount to be paid to the Bank on account of all such sales, trade-ins or other dispositions not previously reported aggregates at least \$50,000.

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