

Borrower acknowledges the validity and enforceability of the Original Loan transaction and all documents executed pursuant thereto.

In consideration for the Lender's agreeing to modify the provisions of this Loan transaction as herein provided, Borrower waives, discharges and releases all existing claims and defenses whatsoever that it might have against the Lender or affecting the enforceability of the Loan transaction.

5. EXTENSION OF ~~GUARANTIES~~, PLEDGES AND OTHER SECURITY:

RMH JM

All ~~guaranties~~, pledges and other forms of security which are security for the Original Loan shall also secure the Loans as modified by this Agreement.

RMH JM

~~6. CROSS DEFAULT CLAUSE: A default under the terms of the Note, dated May 22, 1972, in the amount of TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00), and/or the Mortgage it is secured by of even date therewith, shall be a default under the terms of the Note of even date herewith in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), and the Mortgage securing it; and in like manner, a default under the Note of even date and/or the Mortgage securing it shall be an event of default under the Note for TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00), and the Mortgage securing it.~~

7. CHOICE OF LAW: The parties have and do select Massachusetts law to govern this transaction because of substantial contacts of the Lender to, and the relationship with, Massachusetts, including but not limited to the facts that Massachusetts is Lender's sole domicile and the location of its only office; the Agreements become effective only upon execution by Lender in Massachusetts; and Massachusetts is the sole place of disbursement of funds, payment of principal and interest and thus the place of performance.

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