

decreases during the term of this loan, and any extensions thereof, then the annual interest rate on the within Note will be decreased by that amount. In the event that the prime rate differs among these three banks, then the highest prime rate charged will be used for such basis. Any change in the interest rate on the within Note due to a change in the New York City prime rate will take effect as of the first day of the month following the month in which the prime rate changes; provided, however, that in the event that all three of the largest New York City commercial banks discontinue the custom of adhering to a prime rate, then in that event, the variable interest rate shall be three (3%) percent per annum above the highest rate charged by any of these banks for commercial loans to their most credit-worthy commercial borrowers during the previous month, adjusted and payable monthly on the first day of each month, and with respect to the interest rate set forth in this paragraph, in the event that this most favorable rate differs among these banks, then the highest of the most favorable rates shall be used for determining the interest rate on this Note.

"This Note is subject to terms and conditions of the Master Loan Agreement as <sup>modified</sup> ~~approx~~ <sup>dated March 26, 1974</sup> by an Order entered by the Bankruptcy Judge in the U.S. District Court for the Northern District of Illinois, Eastern Division, in proceedings for Arrangements under Nos. 73B6938 through 73B6979 inclusive, in the matters of Walter J. Kassuba, et al, Debtors in Possession. Holder shall not be obligated to make advances under this Note, except pursuant to the terms and conditions of the Master Loan Agreement as approved by the Order.

"While in default and after maturity, this Note shall bear interest at the rate of twelve and one half percent (12-1/2%) per annum payable monthly on the first day of each month thereafter, in lieu of the rate hereinbefore specified. Should it become necessary to collect this Note through an attorney, all parties hereto, whether maker, endorser or guarantor, each severally agrees to pay all costs of collecting this Note, including reasonable attorney's fees, whether collected by suit or otherwise.

"From time to time, without notice to maker, endorsers and gaurantors, said Note may be extended or renewed in whole or in