

NOW, THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other valuable considerations, receipt of which is hereby acknowledged, the above-referred Note is modified as follows:

1. That portion of the Note commencing with the second full paragraph starting with the words "Said interest and principal shall be payable as follows:" and through and including the first full paragraph on Page 3 which states "In the event the Adjusted Monthly Payment Schedule and/or the Readjusted Monthly Payment is put into effect, interest shall be paid as aforesaid" is deleted, and the following language is substituted in its stead:

"Commencing July 1, 1979, the remaining principal balance of \$2,489,249.95 shall be paid as follows:

On December 31, 1979 the principal sum of \$700,000 shall be paid.

On July 1, 1980, the principal sum of \$800,000 shall be paid.

On or before December 31, 1980, the principal sum of \$450,000 shall be paid.

On August 31, 1981, the remaining principal balance shall be due and payable.

Interest in arrears on the unpaid balance shall be payable on July 1, 1979 and monthly thereafter.

The maker may, at any time upon three (3) business days' notice to the Bank, prepay, without penalty, all or any portion of the amounts due the Bank, provided that any prepayment is accompanied by payment of all accrued interest. Prepayments will be applied first to accrued interest and then to the principal payments next due.

As additional security the Company has assigned to the Bank any sums which may be due it arising out of the sale of a shopping center in Methuen, Massachusetts known as the Methuen Mall. In the event the Bank receives any sums under the assignment they shall be applied first to accrued interest and then to principal payments next due."

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