

determination that the acquisition of the Agreement and the Guarantee as well as the loan documents referenced in the Agreement constitute a part of the "initial permanent financing" as described in the Agreement; and

WHEREAS, by Assignment dated November 15<sup>th</sup>, 1979, the County has acquired from Western all right, title and interest in and to the loan guaranteed by the Secretary in the original principal amount of \$7,200,000.00 and identified in the Agreement, which Assignment includes all pertinent loan documents including the Note and Mortgage hereinafter identified; and

WHEREAS, there is presently outstanding on said loan the principal sum of \$ 6,645,964.62; and

WHEREAS, it is the desire of the Secretary to evidence her approval of the aforementioned Assignment and to further evidence her approval of certain modifications to the Note and Mortgage being made simultaneously with the execution hereof by a Note and Mortgage Modification Agreement by and between the Hospital and the County of even date herewith.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations mutually paid by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. The interest rate appearing in the first page of the Guarantee is hereby amended from 8.75 per centum per annum to 7.25 per centum per annum.
2. The continuation of Paragraph 2c. of the Agreement appearing on Page 5 thereof is hereby amended by deleting the balance of the paragraph following the colon after the word "Secretary" in the second line thereof and substituting in lieu thereof the following: "The loan may be prepaid by the Applicant in accordance with the provisions of the credit instrument."
3. The Monthly Amortization Schedule dated November 6<sup>th</sup>, 1979, attached hereto and made a part hereof, shall supersede and replace any and all such schedules previously outstanding. The terms "repayment schedule" and "Permanent Interest Subsidy Schedule" appearing in the Agreement and in the Guarantee, respectively, shall be construed as referring to the schedule attached hereto and made a part hereof and any future amendments thereto which may be required pursuant to the provisions of the credit instrument or the security instrument.