NOTE AND MORTGAGE MODIFICATION AGREEMENT

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This Note and Mortgage Modification Agreement (the "Agreement") is made this 14 day of Oct, 1997 by and among Continental Business Center, a Pennsylvania general partnership (the "Original Borrower"), Continental Business Center, L.P., a Delaware limited partnership (the "New Borrower"), Charles W. Bushar, III and Lauretta V. Bushar (collectively, the "Guarantors") and Jefferson Bank, a Pennsylvania-chartered banking institution with an office at One Jefferson Center, Downingtown, Pennsylvania ("Lender").

RECITALS

WHEREAS, on October 31, 1994, United Valley Bank ("UVB") made a loan to Original Borrower in the amount of $1,825,000.00 (the "Loan"); and

WHEREAS, to evidence the Loan, Original Borrower executed a note in the amount of $1,825,000.00 (as amended from time to time, the "Note"); and

WHEREAS, to secure payment of the Note, Original Borrower executed and delivered to UVB on even date therewith, a mortgage (the "Mortgage") covering all the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), which Mortgage was recorded in the Office of the Recorder of Deeds of Montgomery County on December 9, 1994, in Mortgage Book 7519, Page 0378; and

WHEREAS, Lender is the successor by merger to UVB; and

WHEREAS, Original Borrower has asked Lender to permit Original Borrower to change its name to that of New Borrower, and to permit Original Borrower to re-deed the Property to the name of New Borrower (collectively, the "Modifications"); and

WHEREAS, Lender has agreed to make the Modifications, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and conditioned upon the Mortgage remaining a valid title-insured first obligation effective its date of execution, the parties, intending to be legally bound, hereby agree as follows:

1. The parties hereby acknowledge and affirm the truthfulness and accuracy of the foregoing recitals.

2. Original Borrower and New Borrower shall execute and deliver to Lender, an Amendment to Partnership Agreement Continental Business Center (the "Amended Partnership Agreement") in order to convert Original Borrower to a limited partnership under the name of New Borrower. Original Borrower and New Borrower shall comply with all the terms and conditions of such Amended Partnership Agreement and shall deliver evidence of such compliance to Lender. In addition, Original Borrower and New Borrower shall deliver to Lender, an executed copy of

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Schedule "B" to the Amended Partnership Agreement, entitled Agreement to Convert Assets and Liabilities.

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3. New Borrower hereby assumes the debt evidenced by, as well as all other obligations of Original Borrower under, the Note.

4. Upon receipt of a fully executed copy of this Agreement, as well as the items in Section 2 above, Lender agrees to the re-deed of the Property.

5. All expenses in connection with this transaction incurred by Lender, including all legal and filing fees, are to be paid by Borrower.

6. New Borrower and the Guarantors hereby ratify, confirm and approve all of the other terms, conditions and covenants of the Note, Mortgage, and all other executed documents, instruments, representations and assurances, including any and all ***CONFESSION OF JUDGMENT*** clauses.

6. New Borrower acknowledges that the indebtedness evidenced by the Note is validly due and owing and that New Borrower has no defenses or offsets thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Note and Mortgage Modification Agreement to be executed as of the day and year first above-written.

OLD BORROWER:

Continental Business Center
A Pennsylvania General Partnership

By: _____ (SEAL)
Charles W. Bushar, III
General Partner

By: _____ (SEAL)
Lauretta V. Bushar
General Partner

NEW BORROWER:

Continental Business Center, L.P.
A Delaware Limited Partner

By: _____ (SEAL)
Charles W. Bushar, III
General Partner

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
02-00-03040-00-9 BRIDGEPORT
5 W FRONT ST
CONTINENTAL BUSINESS CENTER
B 021 U 001 L 3347 DATE: 10/27/97

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By: _____ (SEAL)
Lauretta V. Bushar
General Partner

GUARANTORS:

_____ (SEAL)
Charles W. Bushar, III

_____ (SEAL)
Lauretta V. Bushar

LENDER:

Jefferson Bank

By: _____
Veder Reddick
Assistant Vice President

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COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On this 14th day of October 1997, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared Charles W. Bushar, III, and Lauretta V. Bushar, who acknowledged themselves to be the general partners of Continental Business Center, a Pennsylvania general partnership, and that they, as such general partners, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as general partners.

IN WITNESS WHEREOF, I have hereunto set my ~~hand and~~ official seal.

Patricia J. Storm
Notary Public

My Commission Expires: 2-12-2000

[Notarial Seal]

Notarial Seal
Patricia J. Storm, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 12, 2000
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On this 14th day of October 1997, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared Charles W. Bushar, III, and Lauretta V. Bushar, who acknowledged themselves to be the general partners of Continental Business Center, L.P. a Delaware limited partnership, and that they, as such general partners, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as general partners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Patricia J. Storm
Notary Public

My Commission Expires: 2-12-2000

[Notarial Seal]

Notarial Seal
Patricia J. Storm, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 12, 2000
Member, Pennsylvania Association of Notaries

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COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF PHILADELPHIA :

ORIGINAL

On this 14th day of October, 1997, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared Charles W. Bushar, III, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained by signing his name by himself as an individual.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Patricia J. Storm

Notary Public

My Commission Expires: 2-12-2000

Notarial Seal
Patricia J. Storm, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 12, 2000
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF PHILADELPHIA :

On this 14th day of October, 1997, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared Lauretta V. Bushar, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the foregoing instrument for the purposes therein contained by signing her name by herself as an individual.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Patricia J. Storm

Notary Public

My Commission Expires: 2-12-2000

Notarial Seal
Patricia J. Storm, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 12, 2000
Member, Pennsylvania Association of Notaries

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COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA : ss.

On this 14th day of October, 1997, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared Veder Reddick, who acknowledged himself/herself to be an Assistant Vice President of Jefferson Bank, a Pennsylvania-chartered banking institution and that he/she, as such officer, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Karen N. Zirilli

Notary Public

My Commission Expires:

[Notarial Seal]

NOTARIAL SEAL
KAREN N. ZIRILLI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Nov. 6, 2000

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POLICY NO. D124628JP

EXHIBIT A

PARCEL NUMBER 1

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected situate in the Borough of Bridgeport, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to a survey thereof dated June 20, 1955, made by M. R. and J. B. Yerkes, Civil Engineers and Surveyors, of Bryn Mawr, Pennsylvania as follow, to wit:

BEGINNING at a point herein called Point Zero, distant twenty-five feet on a course of North twenty degrees forty-six minutes thirty seconds East from a point on the center line of East Front Street (fifty feet wide), which point is distant forty-seven and nineteen one-hundredths feet along the center line of East Front Street on a course of South sixty-nine degrees thirteen minutes thirty seconds East from the point of intersection of the center line of East Front Street and the center line of Depot Street; thence from point Zero North twenty degrees forty-six minutes thirty seconds East one hundred twenty-three and thirty-two one-hundredths feet to a point herein called Point One; thence North seventy degrees thirty-three minutes fifty-five seconds West one hundred seventy-three and seventeen one-hundredths feet to Point Two; thence North forty-one degrees twenty-nine minutes thirty-five seconds East ten and forty-four one-hundredths feet to Point Three; thence North seventy-five degrees six minutes West three hundred ninety-seven and sixty-one one-hundredths feet to Point Four; thence North seventy degrees twenty-five minutes West, partly along land now or late of Kurtz Bros., three hundred fifty-nine and three one-hundredths feet to Point Five; thence along the same, North twenty-two degrees, thirty-two minutes fifty seconds East, four feet to Point Six; thence along the same, North seventy degrees twenty-seven minutes ten seconds West, seventy-four and twenty-five one-hundredths feet to Point Seven; thence along the same, South twenty-two degrees thirty-one minutes twenty seconds West, eight feet to Point Eight; thence along the same, North sixty-six degrees, no minutes, ten seconds West, one hundred fifty-nine ad thirty-nine one-hundredths feet to Point Nine; thence in the bed of DeKalb Street, North seventy-two degrees thirty-two minutes twenty-five seconds West, thirty and thirty-two one-hundredths feet to Point Ten in the middle line thereof; thence along said middle line, North sixteen degrees twenty-seven minutes East, seventy-five and seventy-five one-hundredths feet to Point Eleven; thence partly in the bed of DeKalb Street, South sixty-six degrees twenty-four minutes twenty seconds East, thirty-two and fifty-one one-hundredths feet to Point Twelve; thence North twenty-three degrees forty minutes thirty seconds East, five feet to Point Thirteen in line of land now or late of Daniel H. DeOrzio and wife; thence along the same, South sixty-six degrees fourteen minutes forty seconds East, one hundred sixty-five feet to Point Fourteen; thence along the same North twenty-two degrees thirty-one minutes thirty seconds East, two hundred sixty-eight feet, more or less, to Point Fifteen on the low water mark of the South Bank

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POLICY NO. D124628JP

EXHIBIT A

of the Schuylkill River; thence along same in an Easterly direction approximately three thousand feet to Point Sixteen, a corner of Tract No. 4 conveyed to Continental Diamond Fibre Company by deed of Florence Meisel, dated February 4, 1954, recorded in the Office for the Recording of Deeds, in and for Montgomery County, Pennsylvania in Deed Book No. 2445 page 566 &c; thence along the South Bank of the Schuylkill River, the three following courses and distances: (1) South sixty degrees twenty-four minutes forty seconds East, one hundred twenty-five and eleven one-hundredths feet to Point Seventeen (2) South fifty-eight degrees two minutes forty seconds East, one hundred thirty-three and eight one-hundredths feet to Point Eighteen; and (3) South sixty-two degrees twenty minutes twenty-five seconds East, three hundred twenty-three and thirty-four one-hundredths feet to Point Nineteen, being a corner of land now or late of James Lees and Sons Company; thence along the same, South one degree fifty-four minutes twenty seconds West, ninety feet and thirty-three one-hundredths of a foot to Point Twenty; thence along land now or late of The Reading Company the three following courses and distances: (1) North eight degrees thirty-four minutes thirty-five seconds West four hundred fifteen feet to Point Twenty-one (2) North fifty-four degrees fifty-two minutes fifty seconds West, two hundred twenty-three and forty-five one-hundreds feet to Point Twenty-two and (3) South thirty-nine degrees twenty-nine minutes fifty seconds West, one hundred twenty-three and ninety-seven one-hundredths feet to Point Twenty-three; thence partly along lands now or late of The Reading Company and partly in the bed of Ford Street, North eighty-two degrees forty-nine minutes thirty seconds West fifty-three and ten one-hundredths feet to Point Twenty-four, an iron pin in the center line of Ford Street; thence partly in the bed of Ford Street and along the North side of East Front Street, the six following courses and distances: (1) North seventy degrees forty-eight minutes thirty seconds West, forty-eight and fourteen one-hundredths feet to Point Twenty-five (2) South seventy degrees forty-four minutes West, ninety-eight feet to Point Twenty-six (3) South eighty-four degrees nine minutes West, seventy-six and sixty-six one-hundredths feet to Point Twenty-seven (4) North eighty-nine degrees twenty-one minutes thirty seconds West, sixty-six and eighty-three one-hundredths feet to Point Twenty-eight (5) North eighty-five degrees twenty-three minutes thirty seconds West, one hundred forty-three and eighteen one-hundredths feet to Point Twenty-nine and (6) North sixty-nine degrees thirteen minutes thirty seconds West, nine hundred thirteen and seventy-five one-hundredths feet to Point Zero the point or place of beginning.

PARCEL NUMBER 2

AND ALSO ALL THAT CERTAIN strip of land Situate in the Borough of Bridgeport, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a Survey thereof dated June 20, 1955 made by M. R. and J. B. Yerkes of Bryn Mawr, Pennsylvania as follows, to wit:

BEGINNING at a point Twenty-one in the Tract of land above described;

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POLICY NO. D124628JP

EXHIBIT A

thence North seventy-four degrees thirty-three minutes fifty-five seconds West, one hundred twenty-nine feet to a point; thence North seventy-two degrees eighteen minutes fifty-five seconds West, ninety-one feet to a point; thence North seventy-five degrees eighteen minutes fifty-five seconds West, twenty-one and sixty-two one-hundredths feet to a point; thence North thirty-nine degrees twenty-nine minutes fifty seconds East, twenty-nine and forty-seven one-hundredths feet to a point; thence South seventy-four degrees fifty-two minutes thirty-five seconds East, forty-five and eighty-one one-hundredths feet to a point; thence North eighty-seven degrees fifty-two minutes twenty-five seconds East, fifty-five and fifty one-hundredths feet to a point; thence South fifty-four degrees fifty-two minutes fifty seconds East, one hundred forty feet to the point or place of beginning.

AND TOGETHER with drainage rights and granted in said Deed recorded in the Office aforesaid in Deed Book No. 2445 page 566 &c.

EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN parcel of ground, situate in the Borough of Bridgeport, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a Survey made by M. R. and J. B. Yerkes, dated June 20, 1955 and revised June 2, 1959, as follows, to wit:

BEGINNING at a point marked by an iron pipe at the Southeasterly corner of land now or late of Daniel H. DeOrzio and Margaret, his wife, acquired by Deed recorded in Deed Book 1614 page 134 in the Office of the Recorder of Deeds, in and for Montgomery County, thence along other land now or late of Continental Diamond Fibre Corporation South twenty-two degrees thirty-one minutes thirty seconds West, thirty-four and fifty-nine one-hundredths feet to a point; thence along said other land, South sixty-nine degrees fifty-two minutes forty-seconds East, four hundred seventeen and twenty-seven one-hundredths feet to a point; thence still along said other land, South twenty-two degrees fifty-six minutes fifteen seconds West, thirty-five feet to a point in the curb line of Mill Street, legally opened fifty feet wide, which point is ten feet distant from the Southeasterly side of said Mill Street; thence North seventy degrees twenty-five minutes West, three hundred forty-two and ninety-seven one-hundredths feet partly along land now or late of Kurtz Brothers to a point; thence along said Kurtz land, North twenty-two degrees thirty-two minutes fifty seconds East, four feet to a point; thence along the same, North seventy degrees twenty-seven minutes ten seconds West, seventy-four and twenty-five one-hundredths feet to a point; thence along the same, South twenty-two degrees thirty-one minutes twenty seconds West, eight feet to a point; thence along the same, North sixty-six degrees no minutes ten seconds West, one hundred fifty-nine and thirty-nine one-hundredths feet to a point; thence in the bed of DeKalb Street, North seventy-two degrees thirty-two minutes twenty-five seconds West, thirty feet and thirty-two one-hundredths of a foot to a point in the middle line thereof; thence along said middle line, North sixteen degrees, twenty-seven minutes East, seventy-five and

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POLICY NO. D124628JP

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seventy-five one-hundredths feet to a point; thence partly in the bed of DeKalb Street, South sixty-six degrees twenty-four minutes twenty seconds East, thirty-two and fifty-one one-hundredths feet to a point; thence North twenty-three degrees forty minutes, thirty seconds East, five feet to a point in line of land now or late of Daniel H. DeOrzio and Margaret, his wife; thence along the same, South sixty-six degrees fourteen minutes forty seconds East, one hundred sixty-five feet to the point or place of beginning.

AND ALSO EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN parcel of ground, situate in the Borough of Bridgeport, County of Montgomery, Commonwealth of Pennsylvania as shown on Plan of Property for Frank C. Feise, by Henry S. Conrey, Inc., Division of Chester Valley Engineers, Paoli, Pennsylvania dated April 17, 1963 and being more fully described as follows, to wit:

BEGINNING at an iron pin at the end of Mill Street, said iron pin being the Southeast corner of lands now or late of Daniel DeOrzio; thence from said point of beginning along lands of DeOrzio the following three courses and distances: (1) North twenty-two degrees fifty-six minutes fifteen seconds East, thirty-five feet to an iron pin (2) North sixty-nine degrees fifty-two minutes forty seconds West, four hundred seventeen and twenty-seven one-hundredths feet to an iron pin (3) North twenty-two degrees thirty-one minutes thirty seconds East, three hundred two and fifty-nine one-hundredths feet, more or less, to the South shore line of the Schuylkill River; thence along the South shore line the Schuylkill River in an Easterly direction five hundred sixty-two feet, more or less, to a point; thence along lands now or late of the Continental Diamond Fiber, Division of the Budd Company or which this was a part South seventeen degrees seventeen minutes ten seconds West, four hundred sixty-nine and three one-hundredths feet, more or less, to a point; thence North seventy-five degrees six minutes West, one hundred forty-seven and sixteen one-hundredths feet to a point; thence North seventy degrees twenty-five minutes West, sixteen and six one-hundredths feet to the point of beginning.
BEING ASSESSMENT PARCEL NUMBER 02-00-03040-00-9.