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any judgment, order, decree, agreement or instrument binding upon it;

(3) the fact that on the conclusion of such borrowing no Default specified in Section 4 and no event which, with the giving of notice or lapse of time or both, would become such a Default shall have occurred and be continuing;

(4) the fact that the representations and warranties contained in Section 1 are true and correct on and as of such date of such borrowing;

(5) receipt by the Bank of an executed Note payable to its order complying with the provisions of Section 2.1 hereof;

(6) receipt by the Bank of fully executed copies of the Lease Agreement and the Assignment;

(7) receipt by the Bank of the duly authorized, executed and delivered Guaranty and Contingent Purchase Agreement between the Company and the Bank, dated as of the date hereof (the "Guaranty");

(8) receipt by the Bank, the Issuer and the Company of the opinion addressed to each of them, dated the date of such purchase, of Sinkler Gibbs

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