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1. The Owners hereby (i) agree that the Bank shall have the full power and authority, without further payment to, or let or hindrance by, the Owners, duly to realize upon the security purported to be created by the Agreement, the Assignment or otherwise in and to the Equipment, and to exercise each and every right, remedy, power or privilege available to the Bank under the Agreement and the Assignment, and under applicable law, including, without limitation, the right to enter upon the Premises in connection with the foregoing, to remove the Equipment, or any part thereof, or to store the same on the Premises for a reasonable time, and to perform on the Premises or elsewhere all acts necessary or appropriate in connection therewith; (ii) agree that the Bank shall be liable only for the reasonable cost of repair of any physical damage to the Premises actually resulting from any removal by the Bank of the Equipment or any part thereof from the Premises, and the cost of repair and the cost to place the Premises in substantially the same condition as they were prior to the installation and subsequent removal by the Bank of the Equipment or any part thereof from the Premises, (iii) agree not to enforce any right, remedy or privilege which the Owners may have in any manner in derogation of the rights, remedies, powers or privileges of the Bank in or to the Equipment, and (iv) notwithstanding any provision of law to the contrary, waive any and all claims upon or rights in the Equipment (including, without limitation, any landlord's lien, right to lien or right of distraint which may exist under any applicable law).

2. The covenants and agreements contained in this instrument shall run with the land and bind the Owners, and their respective heirs, legal representatives, successors and assigns and all subsequent parties having any interest in the Premises or any part thereof, and shall inure to the benefit of the Bank, its successors and assigns.

3. This instrument may not be modified or discharged orally or otherwise, except in writing duly executed by the Bank or its successors or assigns.

IN WITNESS WHEREOF, each of the Owners has duly executed this instrument this 10th day of December, 1983.

WITNESSETH:

Martin L. Morrow
Martin L. Morrow

Ira Paris
IRA PARIS

Alvin Schwartz
ALVIN SCHWARTZ

Bradford W. Wyche
Bradford W. Wyche

Bernard H. Kayden
BERNARD H. KAYDEN

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