

ARTICLE V

REPRESENTATIONS AND COVENANTS OF LENDER

SECTION 5.01. Representations. The Lender represents to the Issuer as follows:

(a) The Lender is acquiring the Note as a vehicle for making a commercial loan and without a present view to the distribution thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the federal securities laws;

(b) The Lender is acquiring the Note solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein;

(c) The Lender is a bank and is cognizant to the extent it deems necessary of the financial and business conditions of the Corporation; the Lender has a net worth substantially in excess of the cost of the Note and in the event it should incur the loss of the entire value of the Note, such loss would not materially adversely affect its financial condition; and

(d) The Lender has made such investigation as it deems necessary to make its investment decision, and all information, books and records requested by it have been furnished to it; no representations have been made to the Lender as to the financial position of the Issuer.

SECTION 5.02. Covenant. The Lender covenants that it will not voluntarily dispose of all or any portion of the Note unless it procures from each assignee thereof representations and covenants in form and content substantially the same as those made by the Lender in this Article V of the Indenture.

(CONTINUED ON NEXT PAGE)

3
8
0.

4328-W-2