

1993 (the Notes), in an aggregate principal amount not in excess of \$3,300,000 to two institutional investors (the Investors). As further security for the due and punctual payment of the Notes, the Company has assigned the Lease to the Trustees pursuant to the Indenture and a separate instrument of assignment of lease, dated as of July 23, 1973 (the Assignment), from the Company to the Trustees.

The execution and delivery of this Agreement by Lessee is an inducement to the Investors to purchase the Notes and to the Trustees to accept the trusts created by the Indenture.

NOW, THEREFORE, in consideration of the premises, Lessee agrees with the Trustees as follows:

1. Lessee consents to the provisions of the Assignment, and agrees to pay and deliver to the Trustee all rentals and other sums payable under the Lease and assigned to the Trustees pursuant to the Assignment, or sums equal thereto, without offset, deduction, defense, abatement, deferment or diminution, and will not, for any reason whatsoever, seek to recover from the Trustees, any moneys paid to the Trustee by virtue of the Assignment. Lessee agrees that all sums payable to the Trustee pursuant to the next preceding sentence shall be forwarded in such a manner that the Trustee shall have "collected funds" on the date on which such sums are due and payable. Lessee agrees to deliver to the Trustee at its address set forth above or at such other address as the Trustee may designate, duplicate original copies of all notices, undertakings, demands, statements, documents and other communications which Lessee is required or permitted to deliver pursuant to the Lease. No such payment or delivery made by Lessee shall be of any force or effect unless made to the Trustee as provided above.

2. Lessee hereby covenants and agrees that it will remain obligated under the Lease in accordance with its terms, and