

either in the terms of the Lease Agreement hereinafter designated as Exhibit A and which is made a part of this Agreement by incorporation, and to provide for the performance of the terms thereof. The collateral to be deposited with Custodian pursuant to the terms hereof shall consist of bonds and/or securities acceptable to the Custodian, which collateral shall have an aggregate value of no less than One Hundred Forty Thousand and no/100 (\$140,000.00) Dollars. Unless terminated by reason of a default on the part of the Principals, or by the Principals' exercise of the Option to Purchase set forth in the Lease Agreement. Knox's said line of credit shall continue in existence for Twenty (20) years from the date hereof, when all of the aforementioned collateral shall be returned to the Principals by the Custodian.

2. The Principals shall immediately transfer to Custodian bonds or securities having a value of no less than One Hundred Forty Thousand and no/100 (\$140,000.00) Dollars, which are , in Custodian's judgement, of sufficient value to fully secure and collateralize a One Hundred Forty Thousand and no/100 (\$140,000.00) line of credit for the benefit of Knox. The value of such collateral shall be sufficient to enable Knox to draw upon the said line of credit during the existence of this Agreement at an interest rate not more than one percentage point (1%) greater than the prime rate in effect at Custodian's loan department. If at any time during the term of this Agreement the collateral transferred by the Principals to Custodian is in Custodian's opinion insufficient to fully collateralize the aforementioned line of credit, Custodian shall notify the Principals in writing of such and Principals shall immediately transfer to Custodian such additional bonds and/or securities as may be necessary to fully secure the credit line. If at any time the collateral deposited by Principals overcollateralizes the requirements of Knox's One Hundred Forty Thousand and no/100 (\$140,000.00) line of credit, then the Custodian shall notify the Principals in writing of such and the Principals shall be entitled to withdraw any excess collateral from the account, provided, however, that the aggregate value of the bonds and securities on deposit with Custodian by Principals pursuant to this Agreement shall be at least One Hundred Forty Thousand and no/100 (\$140,000.00) Dollars.

3. The Principals have designated the financial institution which is to act as Custodian and lender pursuant to the terms hereof. If, during the lifetime of this Agreement Knox is able to arrange for another financial institution to make a more favorable interest rate loan

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