1.3 Litigation. There is no action or proceeding pending or, to the knowledge of Issuer, threatened by or against Issuer before any court or administrative agency which might adversely affect the authority or ability of Issuer to perform its obligations under this Agreement, the Lease Agreement, the Assignment and the Note.

1.4 Governmental Authorizations. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution, delivery and performance of this Agreement, the Lease Agreement, the Assignment and the Note or in connection with the carrying out by Issuer of its obligations under this Agreement, the Lease Agreement, the Assignment and the Note have been obtained.

SECTION 2. The Note.

2.1 Agreement to Lend: the Note. The Issuer hereby agrees, on or prior to December 31, 1973, to borrow from the Bank, and the Bank hereby agrees, upon the terms and conditions herein contained and upon the basis of the representations, warranties and agreements of the Issuer set forth herein, to lend to the Issuer an aggregate