

1. The Owner hereby (i) agrees that the Bank shall have the full power and authority, without further payment to, or let or hindrance by, the Owner, 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) agrees 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) agrees not to enforce any right, remedy or privilege which the Owner 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, waives 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 Owner, and its 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, the Owner has duly executed this instrument this 2nd day of December, 1983.

✓ Richard Talisnick
Witness

ARLMAR ASSOCIATES

✓ Allen Goldstein
Witness

By:

Walter L. Huey
General Partner