

difference obtained by subtracting total liabilities (not including as liabilities any capital or surplus item) from total assets.

13.02. The Company will maintain its corporate existence and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided that the Company may, without violating the agreements contained in this Section, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, if (i) the total net worth of the corporation surviving such merger or resulting from such consolidation immediately following such event, shall be not less than \$8,000,000, and (ii) the corporation surviving such merger or resulting from such consolidation, if it shall be one other than the Company, expressly assumes in writing all of the obligations of the Company contained in this Lease.

13.03. The Company will continuously during the lease maintain net working capital of not less than \$8,000,000. The term "net working capital", as used in this Section, means the excess of current assets over current liabilities, computed in accordance with generally accepted accounting principles.

13.04. The Company will maintain proper books of record and account in which it will make full and correct entries of all its business activities in accordance with standard accounting practices. Within ninety days following the close of

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