MORTGAGE RIDER

Rider attached to and made a part of certain Mortgage Indenture executed the 26th day of June, 1984, to be effective the 29th day of June, 1984, by and between Edgcomb Acquisition Corporation, a Delaware corporation, (the "Mortgagor") and The First National Bank of Boston, as Agent, (the "Mortgagee") for the Banks listed in Exhibit C attached hereto.

With intent to be legally bound, the Mortgagor and the Mortgagee agree that the following terms and conditions are herein made a part of said Mortgage Indenture as an integral part thereof. The provisions of this Rider are supplementary to the provisions of the printed form of Mortgage to which this Rider is attached and to the extent any provision of this Rider deals with the same subject matter as similar provisions of the Mortgage form, the provisions hereof are to be construed to expand such similar provisions and not to limit the general application of any general provision contained in the Mortgage form. In the event that any provision of the printed form of Mortgage conflicts with any provision of this Rider, the provisions of this Rider supersede those of the Mortgage form to the extent permissable by law. In case any one or more provisions of this Rider may be found to be invalid or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provisions of this Rider.

The Mortgagor and the Mortgagee have entered into a Loan Agreement dated as of June 27, 1984 among EDGCOMB ACQUISITION CORPORATION and THE FIRST NATIONAL BANK OF BOSTON, as Agent, AND BANKERS TRUST COMPANY, THE FIRST NATIONAL BANK OF BOSTON, FIRST CHICAGO CREDIT CORP., MERCANTILE NATIONAL BANK AT DALLAS, and WELLS FARGO BUSINESS CREDIT. In the event the provisions of the Mortgage Indenture or this Rider conflict with any provision of the Loan Agreement the provisions of the Loan Agreement shall be controlling.

§1. Representations and Warranties.

The Mortgagor hereby represents, covenants and warrants:

- §1.1. Title to Property. That the Mortgagor warrants its title to the Property subject to the matters set forth in Exhibit B hereto.
- §1.2. Authority; No Encumbrances. The Property is now free and clear of all encumbrances whatsoever except as provided in Exhibit E hereto, and that