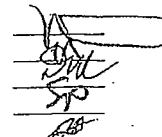


9. The Lease Agreement is hereby modified to provide that Lessee hereby grants to Assignee as additional security for amounts due under the Lease Agreement a security interest in and a lien upon all of Assignee's now or hereafter existing or acquired assets of every description, including all goods, investment property, deposit accounts, accounts, documents, chattel paper, letter of credit rights, instruments, and general intangibles; all of Assignee's existing commercial tort claims; and all income, payments, royalties, dividend, splits, interest, proceeds, products, accessions, exchanges, supplements, renewals, extensions, replacements and substitutions of or to any or all of the foregoing; all rights of any kind in any way related to or deriving from any or all of the foregoing; all records of any kind relating to any of the foregoing and Assignee's policies of insurance (and the payments and proceeds thereof) covering any or all of the foregoing. To the extent necessary, Assignee may amend its current financing statement to reflect this pledge.
10. The Lessee, the Guarantors, Additional Lessee, and their subsidiaries, affiliates, officers, directors, agents, employees, consultants and attorneys (collectively the "Releasers") hereby release, acquit, and forever discharge the Assignee and the Assignee's subsidiaries, affiliates, officers, directors, agents, employees, consultants and attorneys (collectively the "Releasees") from any and all claims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, accounts, defenses, offsets, and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, which the Releasers ever had, now have, or might hereafter have against the Releasees for or by reason of any matter, cause, or thing whatsoever occurring, which relates to in whole or in part, directly or indirectly to: (i) the Lease Agreement; (ii) the Assignment; (iii) this First Modification; (iv) the Personal Guaranties; or (v) the Equipment.
11. Except as provided herein, the Lessee, the Guarantors, and Additional Lessee hereby confirm and ratify all of the terms and conditions of the Lease Agreement, and all other documents executed in connection therewith.
12. The Guarantors hereby confirm, ratify, and reaffirm all of the terms and conditions of their Personal Guaranties.
13. Assignee acknowledges that is has conducted a due diligence review of Lessee and Additional Lessee and that Assignee is aware of Additional Lessee's background, history and prior criminal conviction. Assignee further acknowledges that upon execution of this First Modification and the first modifications of the other lease agreements and upon receipt of the payments


Initials