

October 27, 1986

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PRE-MERGER
NOTIFICATION
OFFICE

[REDACTED]
Gentlemen:

The following is intended to set forth our agreement with respect to certain transactions involving shares of Common Stock, \$.01 par value (the "Common

[REDACTED] as trustees of that certain Voting Trust under an agreement dated December 7, 1984, as amended, have agreed to sell to [REDACTED] corporation [REDACTED] shares of the Common Stock (the "Shares") at a price of \$11.50 per Share (the "[REDACTED] offer"). Under the terms of an Agreement dated as of September 18, 1985 (the "Stockholders Agreement") between [REDACTED] investments, a [REDACTED] general partnership, [REDACTED] and the [REDACTED] (as defined in the Stockholders Agreement), among others, the [REDACTED] is offered to [REDACTED] right of first refusal (the "Right of First Refusal") with respect to the Shares as a result of the [REDACTED]

1. [REDACTED] desires to exercise the Right of First Refusal but is willing to simultaneously sell such Shares to [REDACTED]. As consideration therefor, [REDACTED] shall pay to [REDACTED] on Tuesday, October 28, 1986 the amount of \$1,000,000 in immediately available funds.

2. On the date scheduled for the closing of the purchase by [REDACTED] of the Shares pursuant to the Right of First Refusal, [REDACTED] shall purchase the Shares at a price of \$11.50 per Share. Concurrently therewith (the "Transfer Time"), [REDACTED] shall sell to [REDACTED] and [REDACTED] shall purchase from [REDACTED] the Shares at a price of \$11.50 per Share, payable at the closing in immediately available funds, less the amount paid by [REDACTED] pursuant to Paragraph 1, above.

ANNEX A

3. [REDACTED] agree that their agreement dated April 11, 1986, including, without limitation, paragraph (i) on page 2 thereof and clause (i) of paragraph (b) on page 3 thereof, remains in full force and effect, and is not affected by this agreement or the exercise of our respective rights and obligations under this agreement.

4. [REDACTED] will use its best efforts to place [REDACTED] on the Board of Directors of [REDACTED] as soon as practicable.

5. [REDACTED] will respect its obligations under the Stockholders Agreement.

If you agree to the foregoing, please so indicate by executing the enclosed copy of this letter in the space indicated below and returning it to [REDACTED]. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

Sincerely,

[REDACTED]

We hereby agree to the foregoing.

[REDACTED]

By

[REDACTED]

Its: Secretary