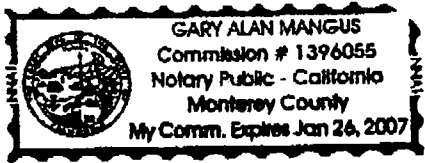


This is Exhibit "  C  "  
Referred to in the Affidavit  
of  ROBERT HOPKINS   
Sworn before me this  23   
day of  April  A.D. 2004  
  
 Gary Alan Mangus   
Notary Public in and for the  
State of  CALIFORNIA



## SELLER NOTE SUBORDINATION AGREEMENT

THIS SELLER NOTE SUBORDINATION AGREEMENT (this "Agreement"), dated the 3rd day of March, 1998, is by and among MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY ("MassMutual"), MASSMUTUAL CORPORATE INVESTORS ("MMCI"), MASSMUTUAL PARTICIPATION INVESTORS ("MMPI"), MASSMUTUAL CORPORATE VALUE PARTNERS LIMITED ("MMCV"), (MassMutual, MMCI, MMPI, MMCVP are sometimes collectively referred to herein as the "Purchasers" and each as a "Purchaser"), 3263878 CANADA INC., DAVID CATT, EVANS CONSOLES INC. (the "Company"), (continuing as a result of the amalgamation of 772917 Alberta Inc. ("772917") and 561382 Alberta Inc. and the amalgamation of 772917 and Evans Consoles Inc. ("E-A"), under the name Evans Consoles Inc.) (the "Amalgamation") and EVANS CONSOLES INCORPORATED (the "U.S. Subsidiary"). Certain other terms used herein are defined in section 1.1.

On the date hereof, pursuant to the Acquisition Agreement, 772917 purchased (directly or indirectly) all of E-A's authorized, issued and outstanding common shares. As partial payment of the purchase price for such assets, 772917 issued the Seller Notes to 3263878 Canada Inc. and David Catta. On the date hereof, the Purchasers are purchasing, among other securities, the Superior Notes from the Company and the U.S. Subsidiary pursuant to the Securities Purchase Agreements. Each of 3263878 Canada Inc. and David Catta acknowledge that the purchase of the Superior Notes by the Purchasers is of value to them.

In consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged by 3263878 Canada Inc. and David Catta, and in order to induce the Purchasers to purchase the Superior Notes from the Company and the U.S. Subsidiary, and in order to induce the Superior Creditors, at their option, now or from time to time hereafter, to make loans or extend credit or any other financial accommodation to or for the benefit of the Company and the U.S. Subsidiary or to grant such renewals or extensions thereof as Superior Creditors may deem advisable, and to better secure the Superior Creditors in respect of the Superior Indebtedness, the parties agree as follows:

1. Subordination of Seller Note.

1.1. Certain Definitions.

(a) As used in this Agreement, the following terms have the following respective meanings:

“Acquisition Agreement” shall mean the Share Purchase Agreement dated March, 1998 by and between 772917, E-A, CMEP, the Sellers and certain other parties, as amended, modified and supplemented from time to time.

“Insolvency Proceeding” shall mean any proceeding, action, petition, proposal, notice of intention to make a proposal or filing under the *Companies’ Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), the United States Bankruptcy Code or any similar state, provincial or federal law now or hereafter in effect relating to bankruptcy, reorganization or insolvency, or the arrangement or adjustment of debts.

“Required Superior Creditors” shall mean, at any date, the holder or holders of 66-2/3% or more in the aggregate principal amount of the Superior Notes at the time outstanding.

“Securities Purchase Agreements” shall mean collectively the separate Securities Purchase Agreements dated March 3, 1998 by and between the Company, the U.S. Subsidiary and each of the institutional investors named therein, as amended, modified and supplemented from time to time.

“Sellers” shall mean collectively, 3263878 Canada Inc., 561382 Alberta Inc., Ross Evans, David Catta, John S. Motta, Hervé P. Boscher, Brian D. Collins, Barrie A. Loberg, Michael R. Meyer and Geoffrey W. Gosling.

“Seller Notes” shall mean the 8% subordinated promissory notes of the Company dated March 3, 1998, in the aggregate principal amount of C\$2,000,000, one of which is initially payable to the order of 3263878 Canada Inc. and one of which is initially payable to the order of David Catta, as such notes may be amended, modified and supplemented from time to time, and all notes issued in exchange therefor or replacement thereof, a true, correct and complete copy of which is attached as Exhibit A hereto.

“Seller Note Security Agreement” shall mean the Security Agreement dated March 3, 1998 between the Company, 3263878 Canada Inc. and David Catta a true, correct and complete copy of which is attached as Exhibit B hereto.

“Senior Secured Revolving Credit Notes” shall mean the \$5,000,000 aggregate principal amount of Senior Secured Revolving Credit Notes of the U.S. Subsidiary due March 1, 2005, issued and sold pursuant to the Securities Purchase Agreements, and all notes issued in exchange therefor or replacement thereof, all as amended, modified and supplemented from time to time.

“Senior Secured Tranche A Notes” shall mean the \$12,800,000 aggregate principal amount of Senior Secured Tranche A Notes of the Company due March 1, 2005, issued and sold pursuant to the Securities Purchase Agreements, and all notes

issued in exchange therefor or replacement thereof, all as amended, modified and supplemented from time to time.

“Senior Secured Tranche B Notes” shall mean the \$3,500,000 aggregate principal amount of 11.75% Senior Secured Tranche B Term Notes of the Company due March 1, 2006, issued and sold pursuant to the Securities Purchase Agreements, and all notes issued in exchange therefor or replacement thereof, all as amended, modified and supplemented from time to time.

“Subordinated Indebtedness” shall mean the principal amount of the Indebtedness evidenced by the Seller Notes, together with any interest, premium and any other amount (including any fee or expense) due thereon or payable with respect thereto, including any such amounts payable by any guarantor of the Seller Notes.

“Superior Creditors” shall mean the Purchasers and their respective successors and assigns, including, without limitation, each other holder of any Superior Notes.

“Superior Indebtedness” shall mean the principal amount of any Indebtedness evidenced by the Superior Notes and any renewal, extension, refinancing or refunding thereof, now or hereafter outstanding, together with any interest (including any interest accruing after the commencement of any action or proceeding under any bankruptcy laws, as now or hereafter constituted, or any other applicable domestic or foreign federal or state bankruptcy, insolvency or other similar law, and any other interest that would have accrued but for the commencement of such proceeding, whether or not any such interest is allowed as an enforceable claim in such proceeding), premium and any other amount (including any fee or expense) due thereon or payable with respect thereto, including any such amounts payable by any guarantor of the Superior Notes.

“Superior Notes” shall mean collectively the Senior Secured Tranche A Notes, the Senior Secured Revolving Credit Notes and the Senior Secured Tranche B Notes.

(b) Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings ascribed thereto in the Securities Purchase Agreements.

1.2. Subordinated Indebtedness Subordinated to Superior Indebtedness; No Amendments; No Additional Security; No Prepayment.

(a) The Company for itself and its successors and assigns, and for its Subsidiaries and the successors and assigns of its Subsidiaries, covenants and agrees, and 3263878 Canada Inc. and David Catta and each other holder of any Subordinated Indebtedness, by its acceptance thereof, agrees, notwithstanding

anything to the contrary contained in the Acquisition Agreement, the Seller Notes, or any other agreement, document or instrument, that the payment of the Subordinated Indebtedness shall be subordinated to the extent and in the manner set forth in this Agreement, to the Superior Indebtedness, and that each holder of Superior Indebtedness, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Superior Indebtedness in reliance upon the provisions contained in this Agreement. No present or future holder of Superior Indebtedness shall be prejudiced in the right to enforce the subordination of the Subordinated Indebtedness effected pursuant to this Agreement by any act or failure to act on the part of the Company or any of its Subsidiaries or Affiliates.

(b) Neither this Agreement, nor any of the terms of the Subordinated Indebtedness relating to the timing or amount of any payment (or prepayment) of the principal of or premium, if any, or interest on the Subordinated Indebtedness, or any other amount (including any fee or expense) due thereon, shall be amended without the written consent of the Required Superior Creditors.

(c) Unless and until the Superior Indebtedness has been paid in full in cash, the Company shall not, and shall not permit any of its Subsidiaries to, without the prior written consent of the Required Superior Creditors, (i) grant to the holders of the Subordinated Indebtedness any Lien (other than the subordinate Lien on the Company's assets granted to the holders of the Subordinated Indebtedness pursuant to the Seller Note General Security Agreement (which agreement may not be amended, modified or supplemented without the prior written consent of the Required Superior Creditors)), in or on any of the assets of the Company or any of its Subsidiaries to secure the Subordinated Indebtedness, or (ii) make any prepayment (including any prepayment upon acceleration) in respect of the Subordinated Indebtedness.

(d) Notwithstanding anything to the contrary contained in the Seller Notes, the Seller Note General Security Agreement or any other related agreement, document or instrument, or the ordinary rules for determining priority between the holders of the Superior Indebtedness and the holders of the Subordinated Indebtedness, under the Uniform Commercial Code or under any other applicable law, and regardless of the relative times or order of attachment or perfection, or the time or order of filing or recording of financing statements or other instruments, or the giving or failure to give any notice of the acquisition or expected acquisition of purchase price security interests, 3263878 Canada Inc. and David Catta each hereby agrees that all Liens granted on or prior to or after the date hereof to secure the Superior Indebtedness shall in all respects be first and senior security interests and Liens, superior to any security interests and Liens granted to secure the Subordinated Indebtedness. Each of 3263878 Canada Inc. and David Catta agrees that in exercising their rights and remedies, including, without limitation, in foreclosing or realizing upon any security interests or Liens securing the Superior Indebtedness, the holders of the Superior Indebtedness may proceed in any manner which such

holders, in their sole and absolute discretion, shall choose, subject only to the extent required by applicable law to act in a commercially reasonable manner. Without limiting any of the rights of the holders of the Superior Indebtedness, in the event that such holders shall release their security interests and Liens in or on any properties and assets securing the Superior Indebtedness which properties and assets are also subject to a security interest or Lien in favor of the holders of the Subordinated Indebtedness, each of 3263878 Canada Inc. and David Catta agrees that such properties and assets shall thereupon be automatically released from all such security interests and Liens securing the Subordinated Indebtedness. Each of 3263878 Canada Inc. and David Catta agrees to execute and deliver all such further agreements, documents and instruments confirming the foregoing upon request of the Required Superior Creditors. Each of 3263878 Canada Inc. and David Catta hereby irrevocably appoints the Required Superior Creditors the true and lawful attorneys of the holders of the Subordinated Indebtedness for the purpose of executing and filing any termination statements or other similar agreements and instruments required to give effect to the foregoing. Each of 3263878 Canada Inc. and David Catta hereby agrees that it shall not, nor shall any other holder of any Subordinated Indebtedness, whether in connection with any Insolvency Proceedings or otherwise, contest the superiority, priority, validity or enforceability of any security interest and/or Lien securing the Superior Indebtedness and/or the validity and enforceability of the provisions of this Agreement.

(e) Neither 3263878 Canada Inc. nor David Catta shall sell, assign, transfer or otherwise dispose of the Seller Notes or any collateral herefore (under the Seller Note Security Agreement or otherwise) or any right, title or interest therein or thereto to any other Person without the prior written consent of the Required Superior Creditors.

1.3. Dissolution, Liquidation, Reorganization, etc. Upon any payment or distribution of the assets of the Company (or any of its Subsidiaries) of any kind or character, whether in cash, property or securities, to creditors upon any dissolution, winding-up, total or partial liquidation, reorganization, composition, arrangement, adjustment or readjustment of the Company (or any of its Subsidiaries) or its securities (whether voluntary or involuntary, or in bankruptcy, insolvency, reorganization, liquidation or receivership proceedings, or upon a general assignment for the benefit of creditors, or any other marshaling of the assets and liabilities of the Company (or any of its Subsidiaries), or otherwise) (hereinafter a "Liquidation Payment"), then and in any such event:

(a) the holders of the Superior Indebtedness shall be entitled to receive payment in full in cash of all amounts due or to become due on or in respect of all Superior Indebtedness, before any Liquidation Payment, whether in cash, property or securities, is made on account of or applied on the Subordinated Indebtedness;

(b) the Subordinated Indebtedness shall forthwith become due and payable, and any Liquidation Payment, whether in cash, property or securities, to

which the holders of the Subordinated Indebtedness would be entitled except for the provisions of this Agreement, shall be paid or delivered by any debtor, custodian, liquidating trustee, agent or other Person making such Liquidation Payment, directly to the holders of the Superior Indebtedness, or their representative or representatives, ratably according to the aggregate amounts remaining unpaid on account of such Superior Indebtedness, for application to the payment thereof, to the extent necessary to pay all such Superior Indebtedness in full in cash after giving effect to any concurrent payment or distribution, or provision therefor, to the holders of such Superior Indebtedness;

(c) each holder of the Subordinated Indebtedness at the time outstanding hereby irrevocably authorizes and empowers the Required Superior Creditors, or their representative or representatives, to collect and receive such holder's ratable share of any Liquidation Payment and to receipt therefor, and, if any holder of Subordinated Indebtedness fails to file a claim therefor at least seven (7) calendar days prior to the date established by rule of law or order of court for such filing, to file, prove (but not to vote) such claims therefor; and

(d) the holders of the Subordinated Indebtedness shall execute and deliver to the holders of the Superior Indebtedness or their representative or representatives all such further instruments confirming the above authorization and all such powers of attorney, proofs of claim, assignments of claim and other instruments, and shall take all such other action, as may be reasonably requested by the Required Superior Creditors or such representative or representatives, to enforce such claims and to carry out the purposes of this Agreement.

Upon any payment or distribution of assets referred to in this Agreement, the holders of the Subordinated Indebtedness shall be entitled to rely upon any order or decree made by any court of competent jurisdiction in which such bankruptcy, insolvency, reorganization, liquidation, receivership or other proceeding is pending, or a certificate of the custodian, liquidating trustee, agent or other Person making any such payment or distribution to such holders, for the purpose of ascertaining the Persons entitled to participate therein, the holders of the Superior Indebtedness, the then outstanding principal amount of the Superior Indebtedness and any and all amounts payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Agreement.

1.4. No Payments With Respect to Subordinated Indebtedness in Certain Circumstances.

(a) The Company will not, and will not permit any of its Subsidiaries to, directly or indirectly, make or agree to make, and neither the holder nor any assignee or successor holder of any Subordinated Indebtedness will accept or receive any payment or distribution (in cash, property or securities by set-off or otherwise), direct or indirect, of or on account of all or any portion of any Subordinated Indebtedness if, at the time of such payment or distribution or immediately after

giving effect thereto, any Default or Event of Default shall have occurred and be continuing.

(b) Following an acceleration of the maturity of any Superior Indebtedness and as long as such acceleration shall continue unrescinded and unannulled, such Superior Indebtedness shall first be paid in full in cash before any payment or distribution (in cash, properties or securities, by set-off or otherwise) is made on account of or applied on the Subordinated Indebtedness.

1.5. Payments and Distributions Received. If any payment or distribution of any kind or character, whether in cash, property or securities, shall be received by any holder of any of the Subordinated Indebtedness in contravention of this Agreement, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered and transferred to, the holders of the Superior Indebtedness, or their representative or representatives, ratably according to the aggregate amount remaining unpaid on account of such Superior Indebtedness, for application to the payment thereof, to the extent necessary to pay all such Superior Indebtedness in full in cash, after giving effect to any concurrent payment or distribution, or provision therefor, to the holders of such Superior Indebtedness. In the event of the failure of any holder of any of the Subordinated Indebtedness to endorse or assign any such payment or distribution, the Required Superior Creditors or their representative or representatives are hereby irrevocably authorized to endorse or assign the same.

1.6. Subrogation. Subject to the payment in full in cash of all Superior Indebtedness, in case cash, property or securities otherwise payable or deliverable to the holders of the Subordinated Indebtedness shall have been applied pursuant to this Agreement to the payment of Superior Indebtedness, then and in each such case, the holders of the Subordinated Indebtedness shall be subrogated to the rights of any holder of Superior Indebtedness to receive any further payment or distribution in respect of or applicable to the Superior Indebtedness; and, for the purposes of such subrogation, no payment or distribution to the holders of Superior Indebtedness of any cash, property or securities to which any holder of Subordinated Indebtedness would be entitled except for the provisions of this Agreement shall, and no payment over pursuant to the provisions of this Agreement to the holders of Superior Indebtedness by the holders of the Subordinated Indebtedness shall as between the Company, its creditors other than the holders of Superior Indebtedness and the holders of Subordinated Indebtedness, be deemed to be a payment by the Company to or on account of Superior Indebtedness.

1.7. Notice. In the event that any Superior Indebtedness or Subordinated Indebtedness shall be transferred and/or shall become due and payable before the expressed maturity thereof as the result of the occurrence of a default, the Company will give immediate written notice in writing of such happening to each holder of Subordinated Indebtedness or Superior Indebtedness, respectively (together, in the case of any such transfer, with the address of the transferee for purposes of this Agreement, it being agreed that no creditor shall be obligated to give to any such transferee any notice required



hereunder to be given by them to the transferee unless such party shall have received from the Company such notice (and the address of such transferee).

1.8. Subordination Not Affected, etc. The terms of this Agreement, the subordination effected hereby and the rights created hereby of the holders of the Superior Indebtedness shall not be affected by (a) any amendment or modification of or supplement to any Superior Indebtedness (or any renewal, extension, refinancing or refunding thereof) or any agreement, document or instrument relating thereto, including, without limitation, any change in the amount of any Superior Indebtedness, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Superior Indebtedness (or any security or collateral therefor) or pursuant to any agreement, document or instrument relating thereto or (c) any waiver, consent, release, indulgence, delay or other action, inaction or omission, in respect of any Superior Indebtedness (or any security or collateral therefor) or pursuant to any agreement, document or instrument relating thereto, whether or not any holder of any Subordinated Indebtedness shall have had notice or knowledge of any of the foregoing.

1.9. Obligations Unimpaired. The provisions of this Agreement are solely for the purpose of defining the relative rights of the holders of Superior Indebtedness on the one hand and the holders of Subordinated Indebtedness on the other hand, and (a) subject to the rights, if any, under this Agreement of the holders of Superior Indebtedness, nothing in this Agreement shall (i) impair as between the Company and the holder of any Subordinated Indebtedness the obligation of the Company, which is unconditional and absolute, to pay to the holder thereof all amounts due thereon in accordance with the terms thereof or (ii) except as otherwise provided in section 1.12, prevent the holder of any Subordinated Indebtedness from exercising all remedies available to such holder, whether arising under the Acquisition Agreement, applicable law or otherwise, and (b) no Person (other than any holder of Superior Indebtedness) is entitled to any third party beneficiary rights or other similar rights on account of or under this Agreement.

1.10. References in Seller Notes to Terms of Subordination. The Company covenants to cause the Seller Notes now or hereafter issued to contain a provision in substantially the following form:

“Payments on this Note and the rights of the holder hereof are subordinate, to the extent specified in the Seller Note Subordination Agreement dated March 3, 1998, as amended, modified and supplemented from time to time, by and among Evans Consoles Inc., Evans Consoles Incorporated, 3263878 Canada Inc., David Catta, the holders of the Superior Indebtedness (as defined in such agreement) and certain other parties, to Superior Indebtedness (as defined in such agreement) and the rights of the holders thereof.”

1.11. Reinstatement of Terms of Subordination. Notwithstanding anything to the contrary contained herein, the provisions of this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment on any Superior Indebtedness is rescinded, annulled or must otherwise be returned by any holder of Superior Indebtedness, upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company or any of its Subsidiaries or otherwise, all as though such payment had not been made.

1.12. Limitation on Right of Action. Notwithstanding anything to the contrary contained in the Acquisition Agreement, the Seller Notes, or any other related agreement, document or instrument, the holders of the Subordinated Indebtedness agree that if any Superior Indebtedness is outstanding, the holders of the Subordinated Indebtedness will not accelerate the Seller Notes, take any enforcement action in connection therewith (including, without limitation, the foreclosure of any Lien securing the Subordinated Indebtedness) or otherwise exercise any right or remedy available to them on account of any default or event of default in respect of the Subordinated Indebtedness or otherwise, unless and until (a) the holders of any Superior Indebtedness shall have (i) accelerated the Superior Indebtedness and (ii) taken enforcement action in connection therewith by foreclosing the Liens securing the Superior Indebtedness or (b) an Insolvency Proceeding shall have been commenced by or against the Company by Persons other than the holders of the Subordinated Indebtedness.

2. Notices. All communications provided for herein shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such communication by a recognized overnight delivery service (charges prepaid), (b) by a recognized overnight delivery service (charges prepaid), or (c) by messenger. The respective addresses of the parties hereto for purposes of this Agreement are set forth on Exhibit C attached hereto. Any party may change its address (or telecopy number) by notice to each of the other parties in accordance with this section 2. Communications under this Agreement shall be deemed given only when actually received.

3. Binding Effect. This Agreement shall be binding upon the Company, the U.S. Subsidiary and their respective successors and assigns, each existing and future holder of Subordinated Indebtedness, and each existing and future holder of Superior Indebtedness and shall inure to the benefit of and be enforceable by each Purchaser and each other holder from time to time of any Superior Indebtedness who, upon acceptance thereof, shall, without further action, be entitled to enforce this Agreement and enjoy the applicable benefits hereof.

4. Amendments and Waivers. This Agreement may not be amended except by a written instrument signed by the Required Superior Creditors and each holder of Subordinated Indebtedness, it being expressly agreed that no consent of the Company or any of its Subsidiaries shall be required for any such amendment. No course of dealing among the Company and any of its Subsidiaries, on the one hand, and any holder of Superior Indebtedness, on the other hand, or between any holder of Subordinated Indebtedness, on the one hand, and any holder of Superior Indebtedness, on the other hand, or among any such Persons, and no delay by any holder of Superior Indebtedness in exercising any rights

hereunder shall operate as a waiver of any rights of any such holder of Superior Indebtedness. No waiver shall be deemed to be made by any holder of Superior Indebtedness of its rights hereunder unless the same shall be in writing signed on behalf of such holder of Superior Indebtedness, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of any holder of Superior Indebtedness or the obligations of holders of Subordinated Indebtedness in any other respect at any other time.

5. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, and all amendments and supplements hereof and all waivers and consents hereunder, shall be construed in accordance with and governed by the domestic substantive laws of the State of New York without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction. Each of the parties hereto, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in the State of New York and consents to the jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each of the parties hereto further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address referred to in section 2 or as otherwise provided under the laws of the State of New York. Notwithstanding the foregoing, each of the parties hereto agrees that nothing contained in this section 5 shall preclude the institution of any such suit, action or other proceeding in any jurisdiction other than the State of New York. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST IT IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.


6. Miscellaneous. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof or thereof. This Agreement embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. Each covenant contained herein shall be construed (absent an express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. If any provision in this Agreement refers to any action taken or to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable, whether such action is taken directly or indirectly by such Person. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be

affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the parties hereto, as the case may be, on separate counterparts but all such counterparts shall together constitute but one and the same instrument.

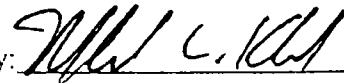
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY


By:   
Name: Michael L. Kiofas  
Title: Managing Director

MASSMUTUAL CORPORATE  
INVESTORS

By:   
Name: Michael L. Kiofas  
Title: Investment Officer

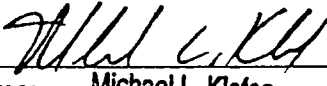
The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

MASSMUTUAL PARTICIPATION  
INVESTORS

By:   
Name: Michael L. Kiofas  
Title: Investment Officer

The foregoing is executed on behalf of MassMutual Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

MASSMUTUAL CORPORATE  
VALUE PARTNERS LIMITED

By:   
Name: Michael L. Kiofas  
Title: Managing Director

EVANS CONSOLES INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EVANS CONSOLES INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MASSMUTUAL PARTICIPATION  
INVESTORS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

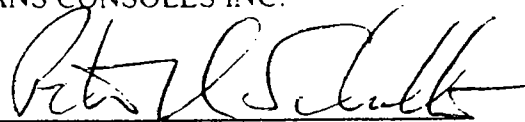
The foregoing is executed on behalf of  
MassMutual Participation Investors,  
organized under a Declaration of Trust,  
dated April 7, 1988, as amended from  
time to time. The obligations of such  
Trust are not personally binding upon, nor  
shall resort be had to the property of, any  
of the Trustees, shareholders, officers,  
employees or agents of such Trust, but the  
Trust's property only shall be bound.

MASSMUTUAL CORPORATE  
VALUE PARTNERS LIMITED


By Massachusetts Mutual Life Insurance  
Company, as Investment Advisor

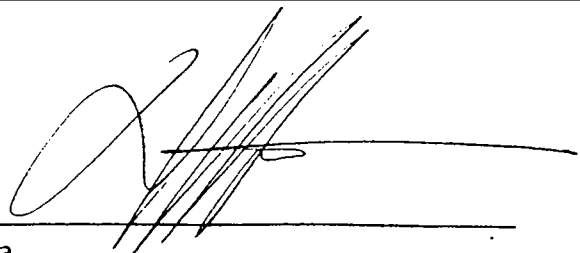
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EVANS CONSOLES INC.

By:   
Name: Peter M. Schulte  
Title: vice chairman

EVANS CONSOLES INCORPORATED

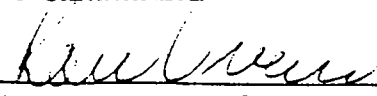
By:   
Name: Ross  
Title: President



David Catta

3263878 Canada Inc.

By:



Ross Evans

Director