

- 19 -

any other corporation or permit any other corporation to merge into the Company, or (iii) except as permitted by the provisions of Article IV of this Indenture, sell, lease, transfer or convey or otherwise dispose of any of its properties at any time included in the Trust Estate. The Company will not, without the prior written consent of the payees and holders of all the Notes at the time outstanding hereunder, reacquire any property or any interest therein which shall have been included in the Trust Estate and which shall have been sold, transferred, conveyed or otherwise disposed of by the Company as permitted by the provisions of Article IV of this Indenture.

SECTION 3.11. The Company will not, directly or indirectly (1) borrow any money or guarantee any obligation of any person, firm or corporation or issue any securities other than its capital stock, and the Notes, or (ii) engage directly or indirectly in any business other than that arising out of the ownership and leasing of the property included in the Trust Estate.

SECTION 3.12. (a) Within five days after the receipt by the Company of any offer from the Lessee to purchase any property included in the Trust Estate pursuant to any provision of the Assigned Lease thereof, the Company will furnish or cause to be furnished a copy of such offer to the Trustee, and the Company, within the time permitted by such Assigned Lease for the acceptance of such offer, will either (1) accept such offer or cause it to be accepted and thereafter comply with all applicable provisions of such Assigned Lease or cause the same to be complied with so that the purchase by the Lessee of said property shall be consummated in accordance with said provisions, or (2) pay to the Trustee in cash an amount equal to the purchase price which would have been payable by the Lessee if such offer were accepted. If within the time permitted by such Assigned Lease for the acceptance of such offer, the Company shall not so make said payment and shall fail to accept such offer, or if at any time thereafter the Company, having accepted such offer, shall fail to comply with said provisions or cause the same to be complied with, then, in either such event, the Trustee shall, and is hereby irrevocably appointed the agent and attorney in fact of the Company and of any and every future owner of said property to, accept such offer and/or comply with said provisions, including, without limitation, the execution and delivery, in the