

(a) Limitation on Change in Nature of Business.

- (i) Company will not at any time engage (directly or indirectly), and will not cause or permit any of its subsidiaries to engage, directly or indirectly, in any business except the business conducted by the Company on the date of this Mortgage and any other businesses reasonably related thereto.
- (ii) Company will not at any time, and will not cause or permit any of its Subsidiaries at any time to, undertake, conduct or transact any business which it is prohibited by applicable law from undertaking, conducting or transacting.

(b) Limitation on Consolidation and Merger. Company will not at any time, and will not cause or permit any of its Subsidiaries at any time to, consolidate with or merge into or with any person or persons or enter into or undertake any plan or agreement of consolidation or merger with any person or persons; provided, however, that mergers of a Subsidiary of Company into Company or another Subsidiary of Company shall be permitted so long as the Company survives any such merger.

(c) Limitation on Sale or Pledge of Shares. Company will notify Agent promptly of its sale, transfer, pledge, mortgage, assignment or other disposal of (i) any shares of any class in the capital of Company, (ii) any securities exchangeable for or convertible into or carrying any rights to acquire any shares of any class in the capital of Company or (iii) any options, warrants or any other rights to acquire any shares of any class in the capital of Company.

(d) Limitation on Disposition of Assets. Company will not at any time, and will not cause or permit any Subsidiary at any time to, sell, lease (as lessor) or otherwise transfer or dispose of all or any substantial part its properties or assets (either by or through a single transaction or by or through a series of separate but related transactions); provided, however, that a Subsidiary may transfer or dispose of its properties or assets to Company or another Subsidiary.

(e) Change of Location. Company will not at any time, and will not cause or permit any of its Subsidiaries at any time to, (a) change the location of its chief executive offices, or (b) change the location of the offices where its records and books of account, or inventory are kept, without (in each case) giving at least thirty (30) days' prior written notice to the Agent and Trustee specifying the new location of such