

ally and adversely affected, (B) the Indenture and (C) permitted liens (as defined in the Indenture);

(ii) create, incur, assume or suffer to exist any debt for borrowed money except (A) for the purpose of acquiring property and assets to be leased to the Lessee, provided that the terms of the loan or loans creating such debt fully subordinate it, after the occurrence and during the continuance of an event of default under the Indenture, to the payment of principal, premium (if any) and interest on the Notes and to the payment of other sums required to be paid by the Company under the Indenture and permit payment thereon at other times only by the application of the proceeds of the sale of Notes, (B) for the purposes provided in paragraph 2 of the Lease and (C) for the purpose of acquiring funds from the Lessee with which to make the optional prepayments of the principal amount of any series of Notes permitted by the Indenture, provided that the terms of the loan or loans creating such debt fully subordinate it, after the occurrence and during the continuance of an event of default under the Indenture, to the payment of principal, premium (if any) and interest on the Notes and to the payment of other sums required to be paid by the Company under the Indenture and permit payment thereon at other times only by application of the proceeds of the sale of properties described in Schedule 1 of any Assignment of Rents (as defined in the Indenture) which has been released pursuant to Section 6.03 of the Indenture;

(iii) guarantee or otherwise become liable on or in connection with the stock or obligations of others;

(iv) enter into any merger or consolidation agreement or sell, lease, transfer or otherwise dispose of all or any substantial part of the Properties except as provided in the Indenture;

(v) engage in any type of business other than the leasing of its property and assets to the Lessee; or

(vi) issue or sell any of its capital stock of any class unless the same shall be forthwith subjected to the pledge agreement dated as of July 15, 1957, as amended, whereby all of the authorized and issued capital stock of the Assignor is pledged to the Assignee, which pledge agreement shall constitute a first lien thereon.

FIFTH: Upon or at any time after default by the Lessee on any obligation, covenant, condition or agreement by it to be performed in the Lease or upon or at any time after default by the Assignor in the

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