

perform punctually all obligations, covenants, and agreements by it to be performed under each Assigned Lease, strictly in accordance with its terms, and will at all times do all things necessary to compel performance by the Lessee under each Assigned Lease, and by the Guarantor, of all obligations, covenants and agreements by it or them to be performed under the Assigned Lease and under the Guaranty Agreement relating thereto. The Company will at all times maintain the validity and effectiveness of the assignments to the Trustees of the Assigned Leases and of all rents due thereunder, and will take no action and permit no action to be taken by others which will release the Lessee under any Assigned Lease or the Guarantor from the obligations or liabilities of either under any Assigned Lease or the Guaranty Agreement relating thereto or result in the termination (except as expressly permitted by such Assigned Lease or this Indenture), amendment or modification of, or impair the validity of, any of the Assigned Leases or of said assignments or of any obligation or liability of the Guarantor. The Company will give to the Trustee written notice of all defaults by the Lessee under any Assigned Lease promptly after they become known to the Company.

At all times to and including the first day of the month prior to the maturity date of the Notes, the aggregate amount of basic rent payable under the Assigned Leases shall be not less than the aggregate amount of the Instalment Payments payable on all outstanding Notes on or about the same date.

SECTION 3.05. The Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchise, rights and privileges as a corporation and, so long as it is the owner of any part of the Trust Estate located in any state, will do or cause to be done all things necessary to preserve and keep in full force and effect its rights to own property and transact business as a corporation in such state. The Company will comply with all requirements applicable to the Company or to the Trust Estate or any part thereof, of the laws or regulations of the United States of America, of any state or states and of any other governmental authority. The Company is duly authorized under all applicable provisions of law to execute and deliver the Notes and this Indenture and to mortgage and convey the Trust Estate unto the Trustees, and all corporate action on its part required therefor has been duly and effectively taken.

SECTION 3.06. All right, title and interest of the Company in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Trust Estate, or any part thereof, hereafter constructed or acquired by the Company, immediately upon such construction or acquisition, and without any further conveyance or assignment, shall become and be part of the Trust Estate and shall be subject to the lien of this Indenture as fully and completely, and with the same effect, as though now owned by the Company but at any and all times the Company will execute and deliver, or cause to be executed and delivered, to the