

consenting that the Trust Estate be sold without appraisal to the highest bidder for cash.

Section 6.04 Pactum de non Alienando. The interest of the Company in the Properties shall remain mortgaged, hypothecated and pledged until full and final payment of the principal of and interest on the Notes and any and all other amounts owing by the Company and secured by this instrument; and the Company shall not sell, alienate or encumber the Properties or any part thereof to the prejudice of this Special Mortgage.

Section 6.05 Limitation as to Certain Indebtedness. Anything in this instrument to the contrary notwithstanding, the amount of the indebtedness of the Company of the character described in Section 1.12 which may be secured by that portion of the Properties situated within the State of Louisiana shall in no event exceed 25% of the original principal amount of the Notes.

Section 6.06 Identification of Note. For the purpose of identification of the Notes according to Louisiana law, such Notes have been paraphed "Ne Varietur" for identification with this Special Mortgage by the undersigned Notary Public.

Section 6.07 Waivers. The Company specifically waives the Notice of Demand and Delay stipulated in Article 2639 of the Louisiana Code of Civil Procedure. The parties hereto expressly waive the production of Mortgage Certificates and hereby release and hold the Notary Public whose name is hereunder signed harmless for and by reason of the non-production and non-annexation thereof to this instrument.

Section 6.08 Transfer of Notes without Notarial Act. Any of the Notes may be transferred without the necessity for a notarial act of transfer thereof, and any such transfer shall carry with it into the hands of any future holder of such Note full and entire subrogation of title in and to such Note and to any and all rights and privileges under this instrument herein granted to the Beneficiary, as holder of such Note.