by Section 5(b) shall be deemed released from the security interest of this Mortgage and the applicable Individual Mortgage and may be dealt with by the Company or Lessee in accordance with the applicable provisions of the Leases.

- (e) Merger, Consolidation or Disposition of Properties. Merge or consolidate with any other corporation (other than into or with Lessee), or sell, lease, transfer or otherwise dispose of, including a voluntary conveyance as a result or in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain, all or any part of the Properties, except as contemplated by the Company Documents.
- (f) Purchases and Leases: Purchase or agree to purchase or lease any real or personal property, other than as contemplated by the Company Documents.
- (g) Restrictions on Business. Engage in any business or other undertaking other than the business of acquiring, owning, holding and leasing the Properties and financing the cost thereof, all as contemplated by the Company Documents.
- (h) Loans. Make any advance or loan to, or invest in or purchase any security of, or assume, guarantee, purchase or otherwise become directly or indirectly liable upon the obligation of, any person, partnership, corporation association or other legal entity, or make any commitment so to do.
- Declare or pay any dividends on any shares of its capital stock or make any other distribution on, or any purchase, redemption or other acquisition of, any shares of its capital stock; or pay any wages or salaries or other compensation to officers, directors, employees or others except out of net earnings.

## ARTICLE VII

- 7. Events of Default. If any one or more of the following events (individually an "Event of Default") shall occur:
  - (a) non-payment, when due, of any installment