

(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, provided, however, that should the Assignor enter into any lease with the Lessee covering any property or assets of the Assignor hereafter acquired, each such lease shall contain provisions requiring the Lessee to lend to or for the account of Assignor, on a basis completely subordinated to any claim of any holder of the Notes issued or to be issued under the Indenture, a sum or sums sufficient to discharge in full Assignor's operating expenses, Assignor's expenses for legal and accounting fees, for the satisfaction of United States documentary stamp tax liability in connection with such lease and related contracts, Assignor's expenses in connection with the issuance of any of its securities and Assignor's liability for taxes on its income and business (including Federal and State income and excess profits taxes and corporate franchise and local taxes) attributable to such portion of Assignor's income from such lease as shall be assigned to secure any of the Notes issued or to be issued under the Indenture; 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, 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 payment of any indebtedness secured hereby or in the performance of any obligation, covenant, condition or agreement contained herein or in the Notes or Lease, or if an event of default, as defined in the Indenture, shall occur, the Assignee may declare all sums secured hereby immediately due and payable and may at its option without notice and without regard to the adequacy of the security of the indebtedness hereby secured, either in person or by an agent with or without bringing any action or proceeding or by a receiver to be appointed by a Court, enter upon or take possession, manage and operate the premises demised by the Lease or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants and fix or

(CONTINUED ON NEXT PAGE)