

§ 9. The Lessee agrees that so long as any Notes shall be outstanding, and whether or not the Lease shall have terminated by its terms or otherwise, it will provide the Assignor with cash in amounts sufficient, with other cash resources of the Assignor not otherwise committed, to pay and discharge all costs, expenses, obligations and liabilities of the Assignor, including without limitation, income, franchise and other taxes and assessments of every kind and nature whatsoever, and salaries, overhead and other administrative and operating expenses, but nothing in this § 9 shall require the Lessee to pay principal, premium, if any, or interest on the Notes. Any monies paid or advanced to the Assignor pursuant to this § 9 shall, at the option of the Lessee, be made as either:

(a) unsecured advances to the Assignor by Lessee, and Lessee and the Assignor hereby agree that in such case, such advance and any instrument evidencing the same shall be fully subordinate to the Notes and to all other obligations of the Assignor to the Trustee, and the Lessee and the Assignor hereby agree to deliver such further instruments evidencing such subordination as the Trustee may from time to time request, or

(b) prepayments of rent in respect of a rental term expressly limited to begin only if and when the Notes and all other obligations under the Indenture shall have been paid and discharged in full.

If in any period of twelve consecutive months, the Lessee shall be obligated to pay to the Assignor in the aggregate more than \$5,000 pursuant to this § 9 (and/or pursuant to like provisions of other assignments of Leases by the Assignor to the Trustee) exclusive of payments for salaries, overhead, administrative and other expenses within the control of the Assignor or Lessee, under circumstances which indicate that there will be a continuing obligation to do so, the Assignor agrees that the Lessee, upon delivering a Certificate of the Lessee and an Opinion of Counsel so stating, may within sixty (60) days thereafter

(1) Give notice of its intention to terminate all Leases on the sixtieth day from the date of such notice and of its determination to purchase all of the Premises under such leases from the Assignor in the manner provided in § 6.1 and § 6.2 of the

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