

conditional sale or other title retention agreement with respect to the Mortgaged Property or any part thereof, or its interest or the interest of the Mortgagee or the holders of the Notes therein, or the rents or other sums payable to the Company under the Lease, other than (a) the Lease and any assignments and subleases permitted thereby, (b) this Mortgage, (c) liens and encumbrances arising as a result of any matter being contested as permitted by section 9 of the Lease and (d) Permitted Exceptions.

6. Transfer of Properties. Without the prior written consent of the holders of 66 2/3% in principal amount of the Notes at the time outstanding, the Company will not, directly or indirectly, sell or otherwise transfer or dispose of any Property prior to its release from the lien of this Mortgage pursuant to section 39.

7. Enforcement of Lease; Amendment, Waiver, etc. The Company will enforce the Lease in accordance with the terms thereof, and will take all action to that end as from time to time may be requested by any Beneficiary or the Mortgagee. The Company will maintain the Lease in full force and effect and will not, except with the prior written consent of each Beneficiary, (a) cancel or terminate the Lease, or consent to or accept any cancellation, termination or surrender thereof, or permit any condition or event to exist or occur which would, or would entitle the Lessee to, cancel, terminate or surrender the same, except as permitted by section 18 of the Lease, (b) amend, modify or otherwise change any term of the Lease, (c) waive any default under or breach of the Lease, (d) consent to or permit

any prepayment or discount of rent or payment of advance rent under the Lease, or (e) give any waiver, consent or approval under the Lease or take any other action in connection with the Lease which would have the effect of impairing the value of the Company's interest thereunder or of the Properties, or of impairing the interest of the Mortgagee or the holders of the Notes therein. If the Lessee shall fail to make any payment or perform any act required to be made or performed by it under the Lease, the Company will forthwith make such payment or perform such act for the account of the Lessee as permitted by section 19 of the Lease. The Company will deliver to each Beneficiary and the Mortgagee, promptly upon receiving the same, copies of all notices and other communications received by it from the Lessee