

(b) Nothing herein contained and no act done or omitted by the Company pursuant to the power and rights herein granted to the Company shall be deemed to be a waiver or release by the Company of its rights and remedies under the Deed(s) of Trust. This assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Company under the terms thereof. The right of the Company to collect the indebtedness and to enforce any security other than this assignment may be exercised by the Company either prior to, concurrently with or subsequent to the exercise of a remedy or right hereunder.

9. Certain Covenants of Lessee.

(a) Inspection and Reports. (i) At all reasonable times, upon reasonable notice, the Company and any subsequent holder of the Note and their respective authorized representatives may inspect the Premises. Neither the Company nor any subsequent holder of the Note shall have any duty to make any such inspection nor shall any of them incur any liability or obligation by reason of not making any such inspection, and (ii) the Lessee will furnish to the Company and to each holder of the Note at the time outstanding all financial reports and announcements to Lessee's stockholders at the same time as such are forwarded to Lessee's stockholders. Lessee shall furnish to the Company copies of all of its regular and periodic reports under the Securities Exchange Act of 1933, as amended, all registration statements and prospectuses filed by it under the Securities Act of 1933, as amended, including amendments thereof, promptly after the filing thereof with the Securities Exchange Commission or with any securities exchange.

(b) Maintenance of Corporate Existence, etc. The Lessee shall at all times maintain its corporate existence except as permitted by Section 9(c). The Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its rights (charter, statutory and regulatory) and franchises; provided, however, that the Lessee shall not be required to preserve any right or franchise if the loss thereof would not adversely affect its ability to perform its obligations under this assignment or diminish the rights or interest of the Company.

(c) Merger, Consolidation, etc. The Lessee shall not consolidate with or merge into any other corporation or convey, transfer or lease substantially all of its assets as an entirety to any person if Lessee is not the surviving corporation, unless the corporation formed by such consolidation or into which the Lessee is merged or the person which acquires by conveyance, transfer or lease substan-