

(d) directly or indirectly, make any loan or advance to any person, or purchase or otherwise acquire or invest in or own any stock, obligations or other securities (other than marketable direct obligations of the United States of America) of or make any capital contribution to any person, or become or be obligated to provide funds to any other person, or become or be liable (by guarantee, endorsement, discount, sale with recourse, repurchase agreement or otherwise) upon or with respect to any indebtedness, liability, obligation, stock or dividend of any other person except by endorsement of negotiable instruments for deposit or collection in the ordinary course of business;

(e) directly or indirectly, declare or pay any dividend on or order or make any distribution in respect of or purchase or otherwise acquire any shares of its stock;

(f) sell, lease (except by the Lease), transfer or otherwise dispose of any of the Trust Estate (except as permitted hereby);

(g) merge or consolidate with any other corporation; or

(h) issue any additional shares of its capital stock except to the present holder of its shares.

SECTION 3.09. *Payment of Taxes, etc.* Subject to Section 3.12 relating to contests, the Company will pay or cause to be paid, before any fine, penalty, interest or cost may be added for non-payment, all real estate and personal property taxes, assessments (including, without limitation, all assessments payable during the period during which the indebtedness evidenced by the Notes or any part thereof is outstanding for public improvements or benefits commenced prior to or after the date hereof, whether or not completed or to be completed within such period), water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all penalties or interest thereon), which at any time during or in respect of such period may be assessed, levied, continued or imposed upon or in respect of or be a lien upon (a) the Trust Estate or any part thereof or any rent therefrom or any estate, right or interest therein or (b) any occupancy, use or possession by the Com-

pany or Lessee of the Trust Estate or any part thereof (all of which are hereinafter sometimes referred to as "Impositions"). The Company will furnish to the Trustee, from time to time, upon reasonable request, official receipts or other satisfactory proof evidencing such payment. Nothing herein contained shall be construed to require the Company to pay any franchise, estate, inheritance, income, succession, gift, capital levy or transfer tax of the Trustees or either of them, or any income or excess profits tax determined on the basis of general income or revenues of the Trustees or either of them, provided, that in the event of any enactment by the legislature or decision of the courts, of any state or political subdivision thereof deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage or the Notes, the Trustee shall have the right to give thirty days' written notice to the Company, and the Company covenants and agrees within said thirty days to execute and deliver an instrument reasonably satisfactory in form and substance to the Trustee agreeing to assume payment of such taxes, and thereafter to pay or cause to be paid, before any fine, penalty, interest or cost may be added for non-payment, all such taxes, payable during the period during which the Notes are outstanding. If such notice be given and such instrument of assumption not delivered, or if such taxes are not paid within thirty days of the due date, the Trustee shall have the right, upon the written consent of not less than 75% in principal amount of the Notes outstanding (including not less than 75% in principal amount of Series A Notes outstanding) to declare due and payable the indebtedness secured by this Mortgage.

SECTION 3.10. *Compliance with Orders, etc.* Subject to Section 3.12 relating to contests, the Company at its expense will promptly comply or cause compliance with all requirements of all laws, orders, ordinances, rules and regulations of the Federal, state, county and municipal authorities, and with any direction or certificate of occupancy of any public officer or officers, and the orders, rules and