

## ARTICLE VI

6. Negative Covenants. Without the prior written consent of the Mortgagee, the Company will not:

(a) The Leases. Amend, modify, or cancel either Lease, accept the surrender of either thereof, give any consent or waiver under either of the Leases, allow the interest of Lessee thereunder to be assigned other than as permitted by Article XXVI thereof, or in any way impair its rights under either of the Leases.

(b) Indebtedness. Create, incur, assume or suffer to exist any indebtedness whatsoever, direct, contingent or otherwise, except (a) indebtedness secured by this Mortgage and (b) unsecured indebtedness to Lessee, all of which shall be subordinate in right of payment to the prior payment in full of all indebtedness secured by this Mortgage.

(c) Liens. Create, incur, assume or suffer to exist any mortgage, charge, lien, title retention agreement, attachment, security interest or other encumbrance upon any of the Properties or any part thereof, or upon any of its property or assets whether now owned or hereafter acquired, except (i) this Mortgage, (ii) Permitted Encumbrances, (iii) easements, restrictions, liens, charges and other encumbrances permitted by the Leases, (iv) liens being contested in good faith and by appropriate proceedings in the manner permitted by Article XV of the Leases, and (v) liens arising out of or created by any statute, the discharge of which cannot under the terms of such statute at the particular time be effected by the Company; provided, however, that any such statutory liens will promptly be discharged as and when such discharge is possible or permissible.

(d) Alterations, Replacements, etc. Make, or permit Lessee to make, alterations, additions and replacements (collectively, "Alterations") to the Improvements or any part thereof except in accordance with Article IX of the Leases. Any Alterations shall immediately become subject to the security interest of this Mortgage and the applicable Individual Mortgage and shall become part of the Improvements. However, all materials which are scrapped or removed from the Properties in connection with the Alterations permitted hereby or the repairs required