

or in the Lease, (viii) claim any credit on, or make any deduction from interest or premium, if any, or on principal of the Notes by reason of payment of any taxes levied or assessed or to be levied or assessed on the Trust Estate or any part thereof, (ix) reacquire any property or any interest therein which shall have been included in the Trust Estate and which shall have been sold, transferred, conveyed or otherwise disposed of by the Company as permitted by Article 4, (x) create or suffer to be created, directly or indirectly, any mortgage, lien, encumbrance, charge or other exception to title or ownership upon or against any Property or any rents or other income arising therefrom, other than Permitted Exceptions and as expressly permitted by this Indenture, or (xi) create, incur, assume or suffer to exist any Debt, other than the Notes.

Section 3.13. Lease Basic Rent. The Company represents, warrants and covenants that (i) the aggregate amount of the instalments of Basic Rent (as defined in the Lease) payable under the Lease will, on each date for the payment thereof (as set forth in the Lease) be sufficient, when due, to make payment of the Interest Payment or Instalment Payment due on the Notes on such date, (ii) the purchase price which would be payable by the Lessee upon the purchase on any date of all of the Properties pursuant to the Lease, shall not be less than the aggregate principal amount of the Notes then outstanding, together with accrued and unpaid interest thereon and any applicable premium and (iii) the aggregate amount of the payments required to be made by the Lessee upon exercise of lessor's right under the Lease to request a payment pursuant to Article XXVII of the Lease shall, on the date for payment thereof (as set forth in the Lease), not be less than the aggregate principal amount of the Notes then outstanding, together with accrued and unpaid interest thereon.

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