

or suffer to exist any mortgage, pledge, encumbrance, lien or charge of any kind, other than the lien of this Indenture, upon the Trust Estate and presently existing liens described in Schedule A hereto and Permitted Liens as defined in the Lease.

Section 6.09. The Grantor covenants that there shall be no default hereunder but until default shall be made by the Grantor, as provided for herein, the Grantor shall, subject to the Lease, be entitled to possess, manage, operate, use and enjoy the facilities and property herein encumbered. The Grantor covenants and agrees that it will not except as permitted herein mortgage, encumber, hypothecate, sell, transfer, assign or otherwise dispose of all or any part of the Facility or the revenues and receipts thereof (other than to the Trustee hereunder) or assign, transfer or hypothecate (other than to the Trustee hereunder) any Basic Rent payment then due or to accrue in the future under the Lease. The Grantor further covenants and agrees that except as permitted herein it will not create or consent to the creation or existence of any mortgage or lien (other than this Indenture) to secure the payment of indebtedness upon the Lessor's interest under the Lease or the leasehold estate created thereby or any part thereof.

Section 6.10. (a) The Grantor covenants and agrees (i) to perform and discharge each and every obligation, covenant and agreement of the Grantor contained in the Lease; (ii) to give prompt notice to the Trustee of any notice, request, report or other document received from Lessee, together with an accurate and complete copy thereof; (iii) subject to the limitations contained in this Section 6.10 and to the power conferred in Section 6.11 hereof, enforce or secure the performance of each and every obligation, covenant, condition and agreement of Lessee contained in the Lease.

(b) Except as otherwise expressly permitted herein, the Grantor shall not: (i) modify or in any way alter the terms of the Lease; (ii) waive, excuse or in any manner release or discharge Lessee of or from any of its obligations, covenants, conditions and agreements, including the obligation to pay rental called for in the Lease in the manner and at the place and at the time specified therein; (iii) grant any consents, approvals, or permissions or exercise any of its rights, options, elections or privileges (as distinguished from duties) as Lessor; and any attempt on the part of the Grantor to exercise any of the aforesaid powers, privileges, or rights shall be of no force or effect and shall constitute a default hereunder.

(c) The Grantor shall, appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of the Grantor, as Lessor, or of Lessee, as Lessee, and shall pay all costs and expenses of Trustee in any such action or proceeding in which the Trustee may appear.

(d) Should the Grantor fail to make any payment or to do any act as herein provided within the time permitted herein or in the Lease, then the Trustee, but without obligation so to do and without notice to or demand on the Grantor, and without releasing the Grantor from any obligation contained herein, shall have the right to make or do the same in such manner and to such extent as the Trustee may deem necessary to protect the security hereof, including, specifically, without limiting its general

0493

4328