

the leases, the spaces occupied and the rents payable, together with a photostatic copy of each lease not previously furnished to the Beneficiary; and the Company, for any lease having a fixed annual rent in excess of \$10,000 per annum, shall not (x) assign the rents therefrom to anyone other than the Trustee, the Beneficiary or American Broadcasting Companies, Inc., (y) consent to the cancellation or surrender thereof, or accept a prepayment of rent thereunder beyond two months in advance, or (z) modify the same so as to shorten the term, decrease the rent, accelerate the payment of rent or change the term of any renewal option.

Section 1.11 Actions Affecting Trust Estate.

The Company shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or the Trustee; and shall pay within a reasonable time after demand therefor all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which the Beneficiary or the Trustee may appear.

Section 1.12 Actions by Trustee and/or Beneficiary to Preserve Trust Estate. If the Company shall fail to (a) make the payments required by Section 1.08, (b) effect the insurance required by Section 1.05, or (c) perform or observe any of the other covenants or agreements to be performed by it hereunder or under any of the leases of the Ground Lease Parcels or the Leasehold Parcels (as defined in the Purchase Agreement referred to in Section 3.01 (e) hereof) unless the Company is in good faith contesting whether it is in default under such instrument, the Trustee or the Beneficiary may pay, effect or perform or observe the same. In connection therewith, the Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation, (i) to enter upon and take possession of the Properties, the Improvements and the Personal Property; (ii) to make additions, alterations, repairs and improvements to the Properties, the Improvements or the Personal Property which they or either of them may consider necessary or proper to keep the same in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of the Beneficiary or the Trustee; (iv) to contest or compromise any lien, encumbrance or charge which in the judgment of either may affect or appear to affect the security of this Indenture or be prior or superior