

Company will, at all times, maintain the validity and effectiveness of the assignment to the Trustees of the Lease and the Guaranty made by this Indenture and the Assignment, and (except as expressly permitted by the Lease or this Indenture) will take no action and will permit no action, which action or omission will release Lessee from its obligations or liabilities under the Lease or Guarantor from its obligations or liabilities under the Guaranty or result in the termination, amendment or modification of, or impair the validity of, the Lease (except any amendment to increase the Basic Rent payable by Lessee thereunder, to increase Lessee's insurance obligations thereunder or to increase any other immaterial payment obligation of Lessee thereunder), the Assignment or the Guaranty.

Section 3.6. Corporate Existence. The Company will preserve and keep in full force and effect its existence, franchises, rights and privileges as a corporation under the laws of the State of Delaware and, so long as it owns any part of the Trust Estate located in any state, will do or cause to be done all things necessary to preserve and keep in full force and effect its right to own property in such state. The Company will comply with, or cause to be complied with, all legal requirements and all requirements of any contract, agreement and other instrument, in each case applicable to the Company or the Trust Estate or any part thereof.