

compliance therewith shall require structural changes in any of the Leased Improvements or interfere with the use and enjoyment of any of the Leased Properties and (b) procure, maintain and comply with all licenses and other authorizations required for any use of the Leased Properties then being made, and for the proper erection, installation, operation and maintenance of the Leased Improvements or any part thereof.

ARTICLE XIV

14. Liens. Subject to Article XV relating to contests, Lessee will not directly or indirectly create or allow to remain and will promptly discharge at its expense any mortgage, lien, encumbrance, attachment, title retention agreement or charge upon any of the Leased Properties and any attachment, levy, claim or encumbrance in respect of the Basic Rent, Additional Rent or other sums payable pursuant to this Lease, not including, however, (a) this Lease, (b) the Indenture, (c) such of the matters, if any, set forth in Schedule A as shall at the time be in effect and applicable to the respective Leased Properties, (d) restrictions, liens, charges and other encumbrances which are consented to in writing by Lessor, or any easements which do not substantially interfere with the operation of the respective Leased Properties or materially affect the value thereof, (e) liens for those taxes of Lessor which Lessee is not required to pay hereunder, (f) subleases permitted by Article XXVI, (g) liens for Impositions or for sums resulting from non-compliance with Legal Requirements so long as (i) such sums are not yet payable or are payable without the addition of any fine, penalty, interest or cost, or (ii) such liens are in the process of being contested as permitted by Article XV, and (h) liens of mechanics, laborers, materialmen, suppliers or vendors for sums either disputed or not yet due, provided that (i) the payment of such sums shall not be post-

(CONTINUED ON NEXT PAGE)