

Company may sell or otherwise transfer, subject to the lien of this Indenture and subject to the Assigned Lease thereof, and to the assignment to the Trustees of said Assigned Lease and of the rents and other sums of money arising thereunder, to a purchaser or transferee other than a non-resident alien of the United States of America, any property included in the Trust Estate or any interest therein, provided that the purchaser or transferee expressly assumes and agrees to be bound by the provisions of said Assigned Lease and of the assignment to the Trustees of said Assigned Lease and of the rents and other sums arising thereunder and expressly undertakes and assumes (without thereby releasing the Company) all of the obligations and undertakings of the Company contained in this Indenture, except the obligation to pay interest on, and the principal of and other sums payable on the Notes and appoints (by instrument in form and substance satisfactory to the Trustees) the Trustee as its or his agent and attorney-in-fact with full power and authority to execute and deliver in its or his name and behalf any deed, instrument, document or other paper which pursuant to the terms of the Indenture the Trustee is authorized to execute and deliver in the name and behalf of such purchaser or transferee; provided, however, that in the case of the obligations and undertakings contained in the first sentence of Section 3.05 hereof and in Sections 3.11 and 3.13 hereof, and in the case of those contained in Section 3.10 hereof relating to acquisition and ownership of stock, and to merger and consolidation, any such assumption by a purchaser or transferee shall require only that such purchaser or transferee cause the Company to comply with such obligations and undertakings; and provided, further, that any such purchaser or transferee who shall sell or otherwise transfer all such properties and interests therein theretofore acquired by him in such manner that each sale or transfer thereof made by him, if it were a sale or transfer by the Company, would be permitted by the provisions of this Section 4.02, shall be released from complying thereafter with said undertakings and assumptions so made by him and shall have no further obligation by reason thereof (except any obligations that may have arisen prior to the time of any such sale or transfer by such purchaser or transferee). Performance by the Company of any such obligation or undertaking so assumed by any purchaser or transferee shall constitute performance of such obligation or undertaking for all purposes of this Indenture.

In the event that the Company shall at any time pay all or a part of the principal, interest or premium on Notes at any time issued hereunder otherwise than by application of the