

sale, assignment or transfer. Notwithstanding anything in this Section 4.5 to the contrary, neither the Company nor any future owner of the Property shall sell, convey or otherwise assign all or any part of the Property, other than to Lessee, Guarantor or any Affiliate unless the Trustee shall have received an agreement, in form and substance satisfactory to the Trustee, pursuant to which Guarantor assumes the obligations of the Company under this Indenture and under the Notes.

Section 4.6. Uneconomic Use. If no default shall have happened and be continuing, Lessee shall have the right after the tenth (10th) year of the Basic Term, upon ninety (90) days' notice to certify to the Lessor and to the Trustee that the Property is no longer economic and suitable for its continued use and to terminate the Lease with respect to the Property upon the prepayment of the Notes in the manner provided in Section 5.2 hereof. Upon such prepayment of the Notes, the Lease shall terminate and the Lessee will have to discontinue use of the Property and use its best efforts to divest itself of all interest in the Property within a reasonable time. The Lessee may discontinue its use of the Property without this constituting an Event of Default under the Lease so long as the Lessee continues to meet its obligations under the Lease including maintaining the Property.