

If the Net Proceeds received from any award made in any eminent domain proceedings are not sufficient to pay the costs of a restoration under Section 9(a) hereof, or the acquisition and construction of other property under Section 9(b) hereof, the Company agrees to complete the work thereof and shall pay that portion of the costs thereof in excess of the amount of said Net Proceeds. The Company shall not, by reason of the payment of such excess costs, be entitled to any reimbursement from the Trustee, the Issuer or the bondholders or any abatement, diminution or postponement of the amounts payable under the Agreement.

The Trustee shall cooperate fully with the Company in the handling and conduct of any prospective or pending eminent domain proceeding with respect to the Project or any part thereof and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the Trustee. In no event will the Trustee voluntarily settle, or consent to the settlement of, any prospective or pending eminent domain proceeding with respect to the Project or any part thereof without the written consent of the Company.

10. Granting of Easements. If no event of default shall have happened and be continuing, the Company may at any time or times grant easements, licenses, rights-of-way (including the dedication of public highways and streets) and other rights or privileges in the nature of easements with respect to any property included in the Project, free from the lien of this Mortgage, or the Company may release certain easements, licenses, rights-of-way and other rights or privileges with or without consideration, and the Trustee agrees that it shall execute and deliver any instruments necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege upon receipt of: (i) a copy of the instrument of grant or release together with a plat of survey depicting the property to be granted or released and its relationship to the Improvements; (ii) a written application signed by the Company requesting such instrument; and (iii) a certificate executed by the Company stating (1) that such grant or release is not detrimental to the proper conduct of the business of the Company on the Project, and (2) that such grant or release will not impair the effective use or interfere with the operation of the Project and will not weaken, diminish or impair the security intended to be given by