

SECTION 3.19. Notwithstanding the provisions of Sections 3.10 and 3.11, compliance with all or any of the covenants therein contained may be waived for and on behalf of the holders of all of the Notes in writing by the holders of 75% in aggregate principal amount of all Notes at the time outstanding.

ARTICLE IV.

POSSESSION, USE AND RELEASE OF PROPERTY.

SECTION 4.01. The Trustee shall receive and collect directly and without the intervention or assistance of any fiscal agent or other intermediary all rents and other moneys required to be paid under the Assigned Leases and disburse the same pursuant to the terms of this Indenture.

SECTION 4.02. If no event of default specified in Section 7.01 shall have happened and be continuing, the 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, its interest in any property included in the Trust Estate, 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 Trustee) 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, (i) that in the case of the obligations and undertakings contained in the first sentence of Section 3.05 and in Sections 3.11 and 3.13, and in the case of those contained in Section 3.10 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, (ii) that such purchaser or transferee need not agree to cause the Company to comply with such obligations and undertakings if another person satisfactory to the Trustee executes and delivers to the Trustee an instrument in form satisfactory to the Trustee agreeing to cause the Company to comply with such obligations and undertakings, and (iii) that such purchaser or transferee need not agree to undertake or assume any obligations or undertakings contained in this Indenture which are imposed on the Lessee by said Assigned Lease; and provided, further, that any such purchaser or transferee who shall sell or