

taining thereto or result in the termination (except in the event of a total taking of or the purchase by the Lessee of the property subject thereto pursuant to the provisions thereof or as otherwise expressly permitted by this Indenture), amendment or modification of, or impair the validity of, any of the Assigned Leases or of said assignments or of any obligation or liability of United; provided, that at the request in writing of the Company, the Trustees shall consent to any agreements with any Lessee amending or modifying any Assigned Lease and cause its consent to be duly recorded in the public records of the county and state in which the property subject to the Assigned Lease is located upon receipt of the written consent thereto of the holders of all the outstanding Notes and if the written consent thereto of United has prior thereto or concurrently therewith been duly recorded in said public records. The Company will give to the Trustee written notice of all defaults by the Lessee under any Assigned Lease promptly after they become known to the Company.

SECTION 3.05. The Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchise, rights and privileges as a corporation and, so long as it is the owner of any part of the Trust Estate located in any State, will do or cause to be done all things necessary to preserve and keep in full force and effect its rights to own property and transact business in such state. The Company will comply with all requirements applicable to the Company or the Trust Estate or any part thereof, of the laws or regulations of the United States of America, of any State or States and of any other governmental authority. The Company is duly authorized under all applicable provisions of law to execute and deliver the Notes and this Indenture and to mortgage and convey the Trust Estate unto the Trustees, and all corporate action on its part required therefor has been duly and effectively taken.

SECTION 3.06. All right, title and interest of the Company in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Trust Estate, or any part thereof, hereafter constructed or acquired by the Company, immediately upon such construction or acquisition, and without any further conveyance or assignment, shall become and be part of the Trust Estate and shall be subject to the lien of this Indenture as fully and completely, and with the same effect, as though now owned by the Company, but at any time and all times the Company will execute and deliver to the Trustees any and all such further assurances, conveyances or assignments thereof as the Trustee may reasonably require for the purpose of expressly