

undertakings in this Indenture and in the Notes contained, or to prevent recourse to and the enforcement of any liability, obligation or undertaking of (i) any stockholder or subscriber to capital stock upon or in respect of shares of capital stock not fully paid up or (ii) any purchaser or transferee of any property included in the Trust Estate required to be undertaken or assumed by any provision of this Indenture.

SECTION 11.02. Any request, demand, direction, consent, notice, approval, waiver, or other instrument, which this Indenture may require or permit to be signed and executed by the payees and holders of the Notes, may be embodied in or evidenced by any number of concurrent instruments of similar tenor, and shall be signed or executed by such payees and holders in person or by attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney, shall be sufficient for any purpose of this Indenture if the fact and date of the execution by any person of such request or other instrument or writing be proved by the certificate of a notary public, or other officer authorized to take acknowledgements of deeds to be recorded in the State in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution. Any request, demand, direction, consent, notice, approval, waiver or other instrument or action by the payee or holder of any Note shall bind every future holder of the same Note and the payee or holder of every Note issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustees or the Company pursuant to such request, demand, direction, consent, notice, approval, waiver or other action.

SECTION 11.03. Upon the purchase of any part of the Trust Estate by the Lessee of such part pursuant to the provisions of paragraph 18 of the Assigned Lease and the receipt of the Trustee of the purchase price called for therein the Trustees shall use their best efforts to have assigned to such Lessee the rights of the Trustee in any mortgage title insurance taken out with respect to such part of the Trust Estate.

SECTION 11.04. Nothing in this Indenture expressed or implied is intended or shall be construed to give to any person other than the Company, the Trustees and the payees and holders of the Notes any legal or equitable right, remedy or claim under