

deliver an instrument necessary or appropriate to confirm the grant or release of any such easement, license, right of way or other right or privilege upon receipt by the Trustee of:

(a) a Certified Resolution authorizing the action to be taken by the Company, together with a request, signed by the President or a Vice President of the Company, for such instrument;

(b) a copy of the instrument of grant or release;

(c) an Officers' Certificate of the Company and of the Tenant stating (i) that such grant or release is not detrimental to the proper conduct of the business of the Company or the Tenant, as the case may be, (ii) the consideration, if any, being paid for such grant or release, (iii) that such consideration is to be paid entirely to the Tenant, in consideration of the fact that there will not thereby be any reduction of the Basic Rent, and (iv) that such grant or release does not materially impair the use of such Property for the purposes for which it is then held by the Tenant; and

(d) a duly authorized undertaking of the Tenant, in form satisfactory to the Trustee, for the benefit of the Trustees and the Company, to the effect that the Tenant will remain obligated under the terms of the Lease to the same extent as if such easement, license, right of way or other right or privilege had not been granted or released, and that the Tenant will perform all obligations of the grantor or releasor under such instrument of grant or release.

SECTION 4.05. *Partial Terminations of the Lease.* If no event of default shall have occurred and be continuing hereunder to the actual knowledge of the Trustees, the Trustees shall release from the lien of this Indenture and from the Lease any parcel of Property with respect to which the Lease has been terminated in accordance with the provisions of subarticles 6(d), 11(e), 11(f), 12(a) or 12(c) of the Lease, and if a Non-Money Default (as defined in the Lease) shall have occurred, the Trustees shall release from the lien of this Indenture and from the Lease any parcel of Property which has been purchased by the Tenant in accordance with the provisions of subarticle 14(j)(C) of the Lease.

SECTION 4.06. *Deeds and Other Instruments of Conveyance.* Each deed or other instrument of conveyance or assignment executed and delivered by the Trustee, as permitted under this Indenture, shall be binding upon the Company and every future owner of the Properties or interest therein thereby conveyed or assigned with the same effect as if the Company or such owner had personally executed and delivered the same.

SECTION 4.07. *Trustee's Expenses; Opinion of Counsel.* (a) On demand of the Trustee, the Company will forthwith pay or satisfactorily provide for all out-of-pocket expenses (including courts costs and attorneys' fees) incurred by the Trustees under this Article Fourth; and in any case, without impairment of or prejudice to any of its rights hereunder by reason of the happening and continuance of an Event of Default, the Trustee in its discretion may advance all such expenses and other sums required, or may procure such advances to be made by others; and the Company will repay all such advances, with interest thereon at the rate of 10 $\frac{5}{8}$ % per annum. All such advances, and interest thereon, shall be a lien upon the Trust Estate and shall be secured hereby prior to the Notes.

(b) The Trustees shall be entitled, before taking any action under this Article Fourth, to receive an Opinion of Counsel stating the legal effect of any such action and of the steps necessary to be taken to consummate the same, and stating also that such action is not in contravention of the provisions of this Indenture. Any such Opinion of Counsel shall be full protection to the Trustees for any action taken or omitted to be taken by them or either of them in reliance thereon.

ARTICLE FIFTH.

REQUIRED PREPAYMENTS AND APPLICATION OF MONEYS RECEIVED BY THE TRUSTEES

SECTION 5.01. *Required Prepayments on Purchase Under the Lease.* In the event the Tenant shall purchase any Property pursuant to subarticle 12(a) or 12(c) of the Lease, the Company shall, on or before