

(b) the Trustee or the Beneficiary shall have received on or before the release date cash in an amount equal to the release price specified for such parcel in Schedule II hereto; and

(c) the Company shall pay all out-of-pocket expenses (including reasonable attorneys' fees) incurred by the Trustee or the Beneficiary in connection with the execution and delivery of the release.

In each instance where payments pursuant to this Section 5.01 result in a reduction of the principal of the A Note by \$500,000 or more, the semi-annual installments of principal and interest thereafter payable under the A Note shall be adjusted so that the principal sum then outstanding, together with interest at the rate specified in the A Note, shall be repaid in equal consecutive semi-annual installments from the date of recalculation, or April 1, 1982, whichever is later, to April 1, 1993.

Section 5.02 Reconveyance by Trustee. Upon request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Indenture and any notes secured hereby to the Company for cancellation and retention and upon payment by the Company of the Trustee's fees, the Trustee (and, if required by law, the Beneficiary) shall reconvey any portion of the Trust Estate then held hereunder to the Company, or to the person or persons legally entitled thereto, by an instrument containing a covenant by the grantor that its interest in the Trust Estate or portion thereof so conveyed was not sold or otherwise conveyed by it and is free and clear of any lien, mortgage or encumbrance created by its affirmative act, other than any such lien, mortgage or encumbrance created upon the request of the Company or upon the exercise of any right hereunder upon any Event of Default, the Trustee and the Beneficiary otherwise being obligated to give only such right, title and interest as they are able to convey. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The foregoing notwithstanding, if the Company shall pay all sums secured hereby and shall comply with all of the covenants, terms and conditions of this Indenture, then this conveyance shall be null and void and may be cancelled of record at the request of the Company without, however, cost or expense to the Trustee or the Beneficiary.