

Section 4.5. Transfer of Property. If no default shall have happened and be continuing, the Company, may transfer the Property to any other wholly owned subsidiary of Guarantor and may with the consent of Lessee and of the registered owners of a majority in principal amount of the outstanding Notes, sell, assign or otherwise transfer the Property to any other entity, subject to the lien hereof, the Lease and the Assignment, provided, that upon any such sale, assignment or transfer, the purchaser, assignee or transferee shall execute and deliver to the Trustees an instrument, in form and substance satisfactory to the Trustee, irrevocably appointing the Trustees as agents and attorneys-in-fact to take all actions and do all things in the name and on behalf of such purchaser, assignee or transferee of the character which the Trustees are authorized by this Indenture to do as agents and attorneys-in-fact of the Company, and to execute and deliver in the name and on behalf of such purchaser, assignee or transferee any deed or other instrument which, pursuant to the terms hereof, the Trustees are authorized to execute and deliver in the name and on behalf of the Company, and, provided further, that such purchaser, assignee or transferee expressly assumes and agrees to be bound by the provisions of the Lease and the Assignment, and expressly undertakes and assumes (without thereby releasing the Company) all of the obligations and undertakings of the Company contained in this Indenture,

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