



**SECTION 3.15. Payment of Trustee's Expenses.** If the Company shall default in the performance of any of the covenants contained in Sections 3.05, 3.07, 3.08, 3.10 and 3.14, and the Company shall fail to remedy such default within 30 days after notice thereof from the Trustees to the Company specifying the nature of the default (or the Company shall fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence), then the Trustee may (but shall not be obligated to do so unless requested in writing to do so by the holders of not less than 25% in principal amount of the Notes of any series then outstanding and furnished with funds for that purpose) without further demand upon the Company and without waiving or releasing the Company from any of its obligations hereunder, remedy such default for the account of the Company; provided that the Trustee may remedy any such default at any time after notice thereof to the Company if immediate action is necessary to protect the Trust Estate. The Company will repay all out-of-pocket expense (including court costs and attorney fees) incurred by the Trustee under this Section together with interest thereon at the rate of 10 $\frac{5}{8}$ % per annum and all such expenses and interest thereon shall be a lien upon the Trust Estate and shall be secured hereby prior to the Notes.

**ARTICLE FOURTH.**

**POSSESSION, USE AND RELEASE OF PROPERTY.**

**SECTION 4.01. Collection of Rentals.** The Trustee shall receive and collect directly and without the intervention or assistance of any fiscal agent or other intermediary all net rent and other sums required or permitted to be paid under the Lease, and shall disburse the same pursuant to the terms of this Indenture.

**SECTION 4.02. Acceptance of Property.** The Trustee shall not be obligated at any time to accept any property, other than property of the character referred to in Granting Clauses First and Second of this Indenture and intended to become part of the Trust Estate, or to cause or permit the transfer thereof to be made to the Trustee if, in the opinion of the Trustee, such action would subject the Trustee to the risk of any liability or expense. The Trustee shall not be under any duty to examine or pass upon the title to, or the validity or genuineness of, any property at any time constituting part of the Trust Estate, and the Trustee shall be entitled to assume that any such property is owned by the purported owner thereof and is genuine and valid and that any mortgages, conveyances or assignments thereof are genuine and valid.

**SECTION 4.03. Condemnation.** The Company immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of any Property or any portion thereof, shall notify the Trustee of the pendency of such proceedings. The Trustee may participate in any such proceedings, and the Company from time to time will deliver or cause to be delivered to the Trustee all instruments requested by it to permit such participation. In the event of such condemnation proceedings, the award or compensation payable to the Company or assigned to the Company by the Tenant under the Lease shall be paid to the Trustee, and such award or compensation shall be retained by the Trustee, except to the extent that the Tenant is entitled to receive the same under the provisions of the Lease. The Trustee shall be under no obligation to question the amount of the award or compensation and the Trustee may accept any such award or compensation. In any such condemnation proceedings the Trustee may be represented by counsel. Any award or compensation so retained by the Trustee shall become part of the Trust Estate and be disposed of in accordance with Article Fifth.

**SECTION 4.04. Grant of Easements.** If no Event of Default shall have happened and be continuing, the Company or the Lessee may from time to time grant easements, licenses, rights of way and other rights and privileges in the nature of easements with respect to any Property free from the lien of this Indenture, and the Company may also release existing easements or appurtenances which are for the benefit of any Property, with or without consideration, to any person, and the Trustees shall execute and