

forthwith, upon the discharge and cancellation of such Prior Lien Indenture (subject to the obligation of the Company, if any, to cause the same to be deposited under any other such Prior Lien Indenture), cause to be deposited with the Corporate Trustee any and all of such cash, securities, obligations or rights remaining at the time of such discharge and cancellation with the trustee or mortgagee of the Prior Lien Indenture so discharged and cancelled. The Company hereby authorizes and directs the trustee or mortgagee under each such Prior Lien Indenture, upon such discharge and cancellation thereof, to deposit with the Corporate Trustee all such cash, securities, obligations or rights so remaining. The Company covenants to deliver forthwith an executed or certified copy of this Indenture, with a letter specifically referring to this Section 4.02, to the corporate trustee under each Present Prior Lien Indenture and to furnish the Corporate Trustee with evidence of such delivery.

SECTION 4.03. The Company will make, or cause to be made, any and all payments required to be made under and by the terms of any Equipment Agreement or other instrument constituting a lien on or claim of ownership to Equipment in the possession of or used by the Company and will do or cause to be done all and every such further acts as may be necessary to assure to the Company the use of such Equipment and the ultimate acquisition of title thereto if such ultimate acquisition of title is contemplated by the Equipment Agreement or other instrument.

Nothing contained in this Section 4.03, and nothing in any other provision of this Indenture expressed or implied, is intended or shall be construed to limit the right or power of the Company, which is hereby expressly reserved, to extend the time of payment of the balance of the rental or other payments remaining to be paid under any such Equipment Agreement or other instrument or secured thereby or to refinance the same as provided in Section 5.14 hereof or to take any other action permitted by Article Five hereof.

SECTION 4.04. The Company will pay or cause to be paid the interest on all outstanding Prior Lien Securities, when and as the same shall become due and payable, and at or immediately after the maturity of such Prior Lien Securities will pay or acquire all such Prior Lien Securities and, subject to the provisions of Section 2.05 hereof, will cancel the same or will deposit the same with the Corporate Trustee or, pursuant to the requirements of any Prior Lien Indenture, with the trustee or mortgagee under such Prior Lien Indenture.