

that the Lessee shall purchase such Property pursuant to paragraph 16 of the Lease, (i) neither the Company nor any Subsequent Owner (as hereinafter defined) shall have the right, at any time thereafter, in or any right to acquire any direct or indirect interest in all or any part of such Property or any proceeds therefrom and (ii) the Trustee shall, to the extent of any proceeds of the purchase price remaining after the payment of the Notes pursuant to Section 6.2(b), pay to the holders of the Notes an amount equal to 25% of said purchase price (computed without regard to the amount required to prepay the Allocable Portion of the Notes). The covenant contained in the next preceding sentence shall survive the termination and discharge of this Indenture. Payments received by the Trustee pursuant to this Section 5.3 shall become part of the Trust Estate and shall be disposed of pursuant to Article VI.

Section 5.4. Deeds Signed by Trustees. Each deed or other instrument of conveyance or assignment of any Property executed and delivered by the Trustees pursuant to Section 5.2

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or 5.3 shall be binding upon the Company and every future assignee and owner of such Property, or any part thereof, with the same effect as if the Company and such assignee or owner had personally executed and delivered the same. Every such assignee and owner by receipt or acquisition of any right, title or interest in such Property, or any part thereof, hereby irrevocably appoints the Trustee its agent and attorney-in-fact, with the right and power (which right and power are coupled with an interest) to execute and deliver such deeds or other instruments of conveyance or assignment in its behalf and name.

Section 5.5. Condemnation. The Company shall, immediately upon obtaining knowledge of the institution of any proceedings for the taking of any Property or any part thereof in condemnation or other eminent domain proceedings, notify the Trustees of the pendency thereof. The Trustees may participate, and, at the request of the holders of not less than 25% in aggregate principal amount of the Notes then outstanding, the Trustees shall participate in any such proceedings. The Company will deliver, or cause to be delivered, to the Trustees all instruments requested by it to permit such participation. The award or compensation payable pursuant to such proceedings to the Company or assigned to the Company by the Lessee under the Lease of such Property is hereby assigned to and shall be paid to the Trustees, and shall be retained by the Trustees, except to the