extent that the Lessee is entitled to receive and retain the same (or any part thereof) under such Lease. The Trustees shall be under no obligation to question the amount of such award or compensation and may accept the same. In any such proceedings, the Trustees may be represented by counsel satisfactory to the Trustees, who may be counsel to the Company or the Lessee. Any award or compensation so received and to be retained by the Trustees shall become part of the Trust Estate and shall be disposed of as provided in Article VI.

Section 5.6. Transfer of Property. (a) If no Event of Default shall have happened and be continuing, the Company may sell, assign or otherwise transfer any Property or any part thereof, subject to the lien created hereby, the Lease of such Property, and the assignment to the Trustees of such Lease made by this Indenture and by the Assignment relating to such Lease; subject, however, to following conditions:

(i) Simultaneously with any such sale, assignment or transfer, the purchaser, assignee or transferee (herein called a Subsequent Owner) shall execute and deliver to the Trustee an instrument, in form and substance satisfactory to the Trustee, irrecovably appointing the Trustee as agent and attorney-in-fact with the right and power (which right and power are coupled with an interest) to take all actions and do all things in its behalf of the character which the Trustee is authorized by this Indenture to do as agent and attorney-in-fact of the Company, and to execute and deliver in the Subsequent Owner's name and behalf any deed or other instrument which, pursuant to the terms hereof, the Trustee is authorized to execute and deliver in the name and behalf of the Company, in form and substance satisfactory to the Company.

(ii) Each Subsequent Owner shall, pursuant to a written instrument, in form and substance satisfactory to the Trustee, expressly:

(I) Undertake and assume (without thereby releasing the Company and without any personal liability on Subsequent Owner) the obligations and undertakings of the Company contained in this Section 5.6 and in Section 4.13(e), (h), (j), (k) and (l), except to the extent that such obligations and undertakings are imposed on the Lessee under such Lease (as and only so long as such Lease is in effect); and

(II) Agree to cause the Company to comply with the other obligations and undertakings of the Company contained in this Indenture (without any personal liability on such Subsequent Owner, if the Company does not perform such obligations and undertakings).

Notwithstanding the waiver of any personal liability of any Subsequent Owner, such waiver shall not limit, restrict or impair the right of the Trustees to foreclose, or take similar remedial action with respect to, the lien created hereby or otherwise realize upon the Trust Estate upon the occurrence of a default hereunder. Each Subsequent Owner who shall sell,