

assign or otherwise transfer its entire interest in such Property in such manner that such sale, assignment or transfer, if it were made by the Company, would be permitted by the provisions of this Section 5.6 shall be released from complying thereafter with such undertakings and assumptions and shall have no further liability or obligation by reason thereof, except any liability or obligation, actual or contingent, that may exist at the time of such sale, assignment or transfer.

(b) Every assumption agreement delivered pursuant to Section 5.6(a) shall contain an agreement to the effect that, in the event that the Company shall at any time pay all or a part of the principal, interest or premium on the Notes otherwise than by application of the Trust Estate to such payment, the Company shall, upon the payment in full of the Notes, be subrogated to the extent of such payment to the rights of the holders of the Notes in and to the Trust Estate.

Section 5.7. Sale in Lieu of Condemnation. If no Event of Default shall have happened and be continuing, the Company may from time to time sell its interest in a portion of any Property to any person which is legally empowered to take such interest under the power of eminent domain, and the Trustees shall execute and deliver a release of such interest from the lien of this Indenture upon receipt by the Trustee of:

(a) A Certified Resolution authorizing the action to be taken by the Company, together with a request, signed by the President or a Vice President, for such release;

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(b) A favorable opinion of counsel, who may be counsel to the Company or the Lessee, in form and substance satisfactory to the Trustee, to the effect that the grantee or assignee of such interest is legally empowered to take such interest under the power of eminent domain;

(c) A certificate of the President or a Vice President of the Lessee stating (i) the consideration being paid for such interest, that such consideration is not less than the fair market value of such interest, and that such consideration is being paid to the Lessee, as required by the Lease of such Property, (ii) that the consideration being paid for such interest does not exceed \$5,000, (iii) that the aggregate consideration for all interests previously released pursuant to this Section 5.7 plus the consideration being paid for such interest does not exceed 3% of the then assessed value of such Property for real estate purposes, (iv) that such sale is being made in good faith in anticipation that such interest would otherwise be taken under the power of eminent domain, and (v) that the sale of such interest does not render the remaining portion of such Property unsuitable or uneconomic for the Lessee's purposes; and

(d) A duly authorized undertaking of the Lessee and the Guarantor, in form and substance satisfactory to the Trustee, for the benefit of the Trustees and the Company, to the effect that the Lessee and the Guarantor will remain obligated under the terms of such Lease and Guaranty to the same extent as if such sale had not been made, and that Lessee will restore and rebuild the remaining portion of such Property to the extent required by such Lease.