

provided, however, that no such lease, or agreement shall be made unless the rent to be received under such lease, or, as the case may be, the consideration to be paid for such agreement (whether on a periodic basis or otherwise) is fair and adequate (or in case of a lease of real property, other than lines of railroad, having a book value not in excess of \$100,000, reasonable rent in the circumstances). Any lease or agreement made pursuant to this paragraph (b) may thereafter be amended or terminated with the written approval of the Trustee.

(c) The Trustee shall give written approval to any action proposed to be taken by any Company pursuant to paragraph (b) upon receipt of

(1) a Request for such approval, accompanied by a copy of the proposed lease or agreement and the proposed form of approval;

(2) a Certified Resolution setting forth the opinion of the Board of Directors of the Company proposing to take such action that the action will not adversely affect to a material degree the security for the Bonds or the interests of the Bondholders; and

(3) except when approval of the termination of such a lease or agreement is requested, an Officers' Certificate stating that the rent to be paid under any lease proposed to be made, or under any amendment thereof then proposed, is a fair and adequate consideration (after giving effect to any amendment thereof then proposed) or, if the property to be leased is real property, other than lines of railroad, having a book value not in excess of \$100,000, that the rent to be paid under the lease is reasonable in the circumstances.

(d) Any consideration received by a Company in respect of any lease or agreement made with the approval of the