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sive consolidations or mergerst to which the Corporation or its successor or successors shall be a party or parties, provided:

- (a) That no such consolidation, merger, sale, conveyance, lease or other transfer shall relieve the Corporation from any covenant or obligation under this Indenture or operate to impair in any way the lien and security of this Indenture or any of the rights and powers of the Trustee or of the registered owners of the Certificates:
- (b) That any such lease shall be made expressly subject to this Indenture and to immediate termination, at any time after the occurrence and during the existence of any one or more of the events of default defined in Section 1 of Article Six of this Indenture, by the Trustee and by the purchaser of the Trust Estate upon any sale thereof made pursuant to this Indenture; and
- (c) That upon any such consolidation, merger, sale, conveyance or other transfer, the due and punctual payment of the principal of and interest on all Bonds at the time outstanding, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Indenture, and of any and all indentures supplemental hereto, shall, by an indenture supplemental hereto and thereto, in form satisfactory to the Trustee, be expressly assumed by the successor corporation formed by or resulting from any such merger or consolidation or to which any such sale, conveyance or other transfer shall have been made.

Section 2. Every successor corporation formed by or resulting from any such consolidation or merger, or to which a sale, conveyance or other transfer shall have been made as aforesaid, upon executing an indenture supplemental hereto as heretofore in Section 1 of this Article Eight provided, in form satisfactory to the Trustee, and any other documents which may be required by law, and also upon delivering or causing to be delivered to the Trustee proof satisfactory to the Trustee of such consolidation, merger, sale, conveyance or other transfer, shall succeed to and be substituted for the Corporation with the same force and effect as if it in fact had been named herein as the party of the first part hereof, and shall be entitled to exercise, in the name of Hotel Cape Fear, Incorporated, or in its own name, or otherwise, any and all rights and privileges conferred upon the Corporation by this Indenture. The Trustee shall be required to see that any such corporation assumes the payment of the Bonds and the interest thereon and the performance of the covenants and conditions hereof, as a condition precedent to the vesting in such corporation of the rights and powers herein conferred upon the Corporation. The Trustee may receive the opinion of counsel satisfactory to it as conclusive evidence that any such indenture complies with the foregoing conditions and provisions and that such payment and performance have been so assumed.

#### ARTICLE NINE.

##### RELEASE OF MORTGAGED PROPERTY.

Section 1. Upon the written request of the Corporation, approved or authorized by resolution of its Board of Directors, a certified copy of which resolution shall be delivered to the Trustee, the Trustee, from time to time, shall release from the lien and operation of this Indenture any equipment, trade fixtures, machinery, furniture, furnishings and any articles of personal property provided (a) that at the time of such release the property the release of which is requested is no longer necessary or advantageous or expedient for use in the business of the Corporation, (b) that the Corporation has sold, or contracted to exchange for other property, or to sell, the property the release of which is requested, and (c) that such sale or exchange and the terms thereof are fair and reasonable; and any such release shall be subject to the following further conditions:

(1) Before any property shall be released such property shall be appraised by some appraiser satisfactory to the Trustee, and a certificate of such appraisal shall be delivered to the Trustee:

(2) In case of any sale, the sale price or the appraised value of the property sold or to be sold, whichever shall be the greater, shall be paid to the Trustee concurrently with the release of such property;

(3) In case of an exchange, the property to be received in exchange shall be appraised by some appraiser satisfactory to the Trustee, and a certificate of such appraisal shall be delivered to the Trustee before such release is effected; the property so acquired or to be acquired by exchange shall be made subject to the lien of this Indenture, concurrently with the consummation of such exchange, free and clear of any lien ranking prior to or equally with the lien of this Indenture, except the same liens to which the property released is subject, if the same are such as are permitted by the provisions of Section 7 of Article Five hereof; and if the appraised value of the property so received in exchange shall be less than the appraised value of the property so given in exchange, the difference shall be paid to the Trustee in money upon the consummation of the exchange.

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