

name of and in behalf of the Company or other owner of said property, of a deed or other instrument of conveyance of said property to the Lessee; but the provisions of this sentence shall not prevent any default in the observance or performance of any covenant, condition or agreement contained in this Section 3.12 (a) from constituting an event of default pursuant to any provision of Section 7.01 hereof. If the Company shall make said payment, and if no event of default specified in Section 7.01 hereof shall have happened and be continuing, the Trustee and the Individual Trustee shall execute and deliver to the Company a release of said property from the lien of this Indenture simultaneously with the receipt of said payment. Payments received by the Trustee pursuant to this Section 3.12(a) shall become part of the Trust Estate and shall be disposed of by the Trustee in accordance with the provisions of Article V hereof.

(b) Each deed or other instrument of conveyance or assignment executed and delivered by the Trustee pursuant to subsection (a) of this Section 3.12 shall be binding upon the Company and every future owner of the property so conveyed or of any interest therein with the same effect as if the Company and every such owner had personally executed and delivered the same, and every such owner by receipt or acquisition of any right, title and interest in any property included in the Trust Estate hereby irrevocably appoints the Trustee his or its agent and attorney in fact with full power and authority to execute and deliver such deeds or other instruments of conveyance in his or its behalf and name.

(c) If any notice referred to in subsection (a) of this Section 3.12 shall be received by the Trustee from the Lessee, the Trustee shall furnish a copy thereof to the Company and the provisions of this Section 3.12 shall be applicable to the same extent as though the notice or certificate had been received by the Company from the Lessee.

SECTION 3.13. (a) The Company will keep full, complete and correct books of account reflecting all financial transactions of the Company, and will at any and all times at its own expense permit the Trustee, by its agents and attorneys, to examine all the books of account, records, reports and other papers of the Company, including copies of all federal income and other tax returns, and to take copies and extracts therefrom and to examine the property of the Company. The Trustee, however, shall be under no duty to make any such examination unless requested to do so by the payees and holders of not less