

otherwise transfer all such properties theretofore acquired by him in such manner that such sale or transfer thereof made by him, if it were a sale or transfer by the Company, would be permitted by the provisions of this Section 4.02, shall be released from complying thereafter with said undertakings and assumptions so made by him and shall have no further liability or obligation by reason thereof (except any obligation or liability arising from facts which exist at the time of any such sale or transfer by such purchaser or transferee).

SECTION 4.03. The Company, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of any of the properties or any portion thereof included in the Trust Estate shall notify the Trustee of the pendency of such proceedings. The Trustees may participate in any such proceedings but shall be under no duty to do so, and the Company from time to time will deliver or cause to be delivered to the Trustee any instruments requested by it to permit such participation. In the event that any such property or portion thereof is taken in or by any such condemnation proceedings or otherwise, the award or compensation payable to the Company is hereby assigned and shall be paid to the Trustee except to the extent that a Lessee is entitled to receive the same or a portion thereof under the provisions of an Assigned Lease. The Trustee shall be under no obligation to question the amount of the award or compensation and may accept any such award or compensation, but shall pay the same or a portion thereof to such Lessee to the extent that such Lessee is entitled to receive the same under the provisions of such Assigned Lease. In any such condemnation or other proceedings the Trustee may be represented by counsel, who may be counsel to the Company. Any award or compensation received and not so paid to a Lessee pursuant to this Section 4.03 shall become part of the Trust Estate and be disposed of in accordance with Article V hereof.

SECTION 4.04. If no event of default specified in Section 7.01 shall have happened and be continuing, the Company may at any time or times sell a portion of any property included in the Trust Estate to any governmental authority, person, firm or corporation which is legally empowered to take such portion under the power of eminent domain, and the Trustee and the Individual Trustee shall execute and deliver a release of such portion from the lien of this Indenture upon receipt by the Trustee of:

(a) a certified copy of a resolution of the Board of Directors of the Company authorizing the action to be taken by the Company, together with a written application of the Company, signed by its President or a Vice President, requesting such release;

(b) a conformed copy of the instrument by which such portion is being conveyed;