

Trust Estate to such payment, the Company shall, upon the payment of the entire principal of all the Notes at any time issued under this Indenture and interest and any premium thereon, be subrogated to the extent of such payments to the rights of the payees and holders of the Notes in and to the Trust Estate, and every assumption agreement delivered pursuant to this Section 4.02 by a purchaser or transferee of property included in the Trust Estate shall contain an express agreement to such effect provided that such subrogation shall not in any way impair or interfere with the rights of the payees of the Notes.

SECTION 4.03. The Company may from time to time but only pursuant to the provisions of any Assigned Lease, convey to the Lessee all its right, title and interest as a whole in and to any property included in the Trust Estate upon payment by the Lessee of the then applicable purchase price set forth in such Assigned Lease, free and clear of the lien of this Indenture, and the Trustee and the Individual Trustee shall execute and deliver a release of said property from the lien of this Indenture, upon the receipt by the Trustee of cash in an amount equal to one hundred per cent (100%) of the then applicable purchase price set forth in said Assigned Lease. Payments received by the Trustee pursuant to this Section 4.03 shall become part of the Trust Estate and shall be disposed of by the Trustee in accordance with the provisions of Article V hereof.

SECTION 4.04. 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 the 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 the Lessee to the extent that the 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 the Lessee pursuant to this Section