

4.04 shall become part of the Trust Estate and be disposed of in accordance with Article V hereof.

SECTION 4.05. If no event of default specified in Section 7.01 hereof shall have happened and be continuing, the Company may at any time or times grant easements affecting, dedicate or convey and execute petitions with respect to, any portion or portions of any property included in the Trust Estate free from the lien of this Indenture but only as provided in and subject to the provisions of Paragraph 11(a) of any of the Assigned Leases, and the Trustee and the Individual Trustee shall execute and deliver a release of said portion from the lien of this Indenture upon receipt by the Trustee of:

(a) an opinion of counsel, who may be counsel for the Company, in form and substance satisfactory to the Trustee, to the effect that the action taken or proposed to be taken by the Company and the Lessee is in conformity with Paragraph 11(a) of the Assigned Lease relating to such property;

(b) an officer's certificate of the Lessee stating (i) the consideration being paid for the portion which is being conveyed, which consideration shall not exceed \$10,000, and that said consideration is being paid to the Lessee, (ii) that the conveyance of said portion does not adversely affect the market value of the demised premises, nor the use of such remaining portion in Lessee's business; and

(c) an undertaking of the Lessee of such property authorized by its Board of Directors, in form and substance satisfactory to the Trustee, to the effect that the Lessee shall remain obligated under the terms of the Assigned Lease to the same extent as if said conveyance had not been made and that the Lessee shall, if necessary, restore and rebuild said property to good condition and repair.

ARTICLE V.

APPLICATION OF MONEYS RECEIVED BY TRUSTEE.

SECTION 5.01. Unless and until one or more of the events of default specified in Section 7.01 hereof shall have happened and be continuing to the Trustee's knowledge, moneys