

Section 5.09 hereof shall be and become subject to the lien of this Indenture as fully as if specifically mortgaged hereby.

SECTION 5.11. The purchaser of any property released under the provisions of this Article Five shall not be required to ascertain the authority of the Trustees to execute any release or to see to the application of the consideration.

SECTION 5.12. In case the trust estate shall be in the possession of a Receiver, the powers conferred by this Article Five upon the Company may be exercised by such Receiver with the approval of the Trustees irrespective of the happening of any Event of Default. In any case of the exercise of said powers by a Receiver, such Receiver shall deliver to the Corporate Trustee, in lieu of any Certified Resolutions, Officers' Certificates and Opinions of Counsel required by any provision of this Article Five to be delivered to the Corporate Trustee by the Company, appropriate orders of court, certificates of such Receiver and Opinions of Counsel.

SECTION 5.13. Anything in this Article Five to the contrary notwithstanding, the Trustees may release property under any provision of this Article Five or take other action contemplated in this Article Five even though at the time an Event of Default shall have happened and be continuing, but, if an Event of Default shall have happened and be continuing, the Trustees may, in their discretion, decline to release property or take such other action under any provisions of this Article Five. Nothing in this Section 5.13 shall limit or affect the provisions of Section 5.12 hereof.

SECTION 5.14. In order to permit the Company to refinance or refund any obligations outstanding under any Equipment Agreement, and for no other purpose, the Trustees shall execute an instrument subordinating to a new Equipment Agreement the lien of this Indenture on all such Equipment then subject to the lien hereof as the Company shall describe in the Certified Resolution hereinafter in this paragraph provided for; *provided, however,* that (a) the aggregate principal amount of the Company's obligations outstanding at the time under Equipment Agreements (exclusive of obligations then being issued in respect of the acquisition of additional Equipment) shall not be increased by such refinancing or refunding, and (b) the Company shall deliver to the Corporate Trustee a Certified Resolution requesting such