

## ARTICLE 4

Possession, Use and Release of Property

Section 4.1. Receipt of Rents by Trustee. The Trustee shall receive and collect directly, without intervention or assistance of any fiscal agent or other intermediary, all rents and other sums required or permitted to be paid under the Lease to the lessor thereunder and shall disburse the same pursuant to the terms of this Indenture.

Section 4.2. Purchase of a Property by the Lessee. (a) Within 5 days after receipt by the Company of any notice from the Lessee given pursuant to the Lease of the intention of the Lessee to terminate the Lease pursuant to Section 17.3(b) or Section 18.1 of the Lease, the Company shall furnish to the Trustee a copy of such notice and any offer by the Lessee to purchase such Property (or the net amount of any condemnation award or insurance proceeds or the right to receive the same if payment thereof has not yet been made) and any certificate delivered by the Lessee in connection with such notice. Not later than the tenth day prior to the expiration date of the period within which the Lease permits the lessor thereunder to accept such offer, the Company will either (i) notify the Lessee of the acceptance of such offer or (ii) pay to the Trustee in Atlanta Clearing House Funds an amount sufficient to prepay in full the Allocable Portion of the Secured Notes and all Additional Notes issued with respect to such Property, together with accrued and unpaid interest thereon to the date of such prepayment, without premium. If the Company is entitled to and shall make the payment referred to in Section 4.2(a) (ii), the Trustee will give its written consent to the rejection by the Company of such offer of the Lessee.