

be taken by the Company, together with a written application of the Company, signed by an Executive Officer thereof, requesting such release and certifying that no default has occurred and is continuing;

(b) a copy of the instrument by which said interest is being sold, assigned, conveyed or transferred;

(c) a favorable opinion of counsel, satisfactory to the Trustee, as to the legal power of the assignee or grantee of said interest to take the same under the power of eminent domain;

(d) a certificate of the Lessee, signed by an Executive Officer thereof, stating (i) the consideration being paid for said interest is not less than the fair market value of said interest, as determined by the Lessee, (ii) that such consideration is payable entirely to the Lessee and the amount thereof, and (iii) that said sale, assignment, conveyance or transfer is being made in anticipation that said interest would otherwise be taken under the power of eminent domain;

(e) a duly authorized undertaking of the Lessee to the effect that it will remain obligated under the Lease to the same extent as if said sale, assignment, conveyance or transfer had not been made, and that the Lessee shall restore and rebuild the remaining portion of such Property to good condition and repair, as required by the Lease; and

(f) such other instruments, certificates (including evidence of authority) and opinions as the Trustee may reasonably request. The aggregate consideration for all interests in the Properties which may be released pursuant to this Section, as set forth in the certificates referred to in subsection (d) above, shall not exceed \$30,000.

Section 4.5. Granting of Easements. If no default shall have happened and be continuing, the Company may, from time to time, grant easements, licenses, rights of way and other rights and privileges in the nature of easements with respect to any Property, free from the lien hereof, or the Company may

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