

transferee shall execute and deliver to the Trustees an instrument, in form and substance satisfactory to the Trustee, irrevocably appointing the Trustees as agents and attorneys-in-fact to take all actions and do all things in the name and on behalf of such purchaser, assignee or transferee of the character which the Trustees are authorized by this Indenture to do as agents and attorneys-in-fact of the Company, and to execute and deliver in the name and on behalf of such purchaser, assignee or transferee any deed or other instrument which, pursuant to the terms hereof, the Trustees are authorized to execute and deliver in the name and on behalf of the Company, and, provided further, that such purchaser, assignee or transferee expressly assumes and agrees to be bound by the provisions of the Lease, the Assignment and the Consent, and expressly undertakes and assumes (without personal liability and without thereby releasing the Company) all of the obligations and undertakings of the Company contained in this Indenture, except the obligation to pay interest, premium and principal on the Notes, and, so long as the Lease is in effect, the obligations or undertakings contained in this Indenture which are imposed upon the Lessee under the Lease. Notwithstanding the foregoing provisions, in the case of the obligations and undertakings contained in Sections 3.6, 3.9, 3.11 and 3.12 any such assumption shall require only that such purchaser, assignee or transferee cause the Company to comply with such obligations and undertakings; provided, however, that such purchaser, assignee or transferee shall not be required to cause the Company to comply with such obligations and undertakings, if another person (other than such purchaser, assignee or transferee) satisfactory to the Trustee and the registered owners of all the Notes shall execute and deliver an