

dispose of, free from the lien of this Indenture, any Improvements if and to the extent that the same may have become obsolete, inadequate or worn out or otherwise unsuitable or unnecessary for use in the business of the Company; provided, however, as a condition precedent, that the Company shall have replaced, or shall contemporaneously replace the same by, or substitute for the same, other property not necessarily of the same character but of at least equal value and efficiency as the replaced item in its then condition. Replacements and substitutions of property shall forthwith become, without further action, subject to the lien of this Indenture.

(3) Subject to the provisions of Section 4.20, the Company may, without the consent of the Trustee, alter, add to or repair its buildings, structures, machinery, equipment and appliances.

SECTION 5.2. Receipt of Money. The Trustee shall receive and collect directly and without the intervention or assistance of any fiscal agent or other intermediary all rents, interest, principal and other moneys and property in respect of the Trust Estate, and which are payable to the Trustee pursuant to the provisions of any instrument constituting part of the Trust Estate; and the Trustee may demand and enforce payment thereof, and may take such other action as it shall deem necessary or desirable to avail itself of the Trust Estate or to enforce each and every right or privilege which it may have pursuant to the provisions of any instrument constituting part of the Trust Estate.

SECTION 5.3. Default under Operative Documents. In case default shall be made in the payment of the rentals or other moneys due in respect of any of the Operative Documents, whether the same shall be due at maturity or by acceleration or otherwise, or in the due performance of any covenant contained in any of the Operative Documents, then and in every such case (without prejudice to any right to claim a default under this Indenture or to assert any right consequent upon such default), the Trustee may, and upon the written request of the holders of at least a majority in principal amount of the Bonds then outstanding shall, cause proper proceedings to be instituted and prosecuted in a court of competent jurisdiction, or take any other action, to enforce such payment in respect of such instrument and to collect the amounts due upon the same and to enforce the