

0038

So long as a Lease is in effect and no Event of Default thereunder has happened which has not been remedied, maintenance of the portion of the Property covered thereby in accordance with the Lease, and restoration, repair, replacement, rebuilding or alteration in compliance with the Lease after any damage or destruction or taking or purchase by governmental authority, shall constitute compliance with this Section 4.19 in respect of the portion of the Leased Premises covered by such Lease. All property (other than that of the character of Excepted Property) acquired in compliance with this Section 4.19 will be forthwith subjected to the lien of this Indenture, subject to no prior liens except as permitted by this Indenture.

SECTION 4.20. Alterations. The Company will not make or suffer any change, alteration or improvement in or to any building or improvement constituting part of the Properties which would impair the market value, rental value, rentability or usefulness of such building or improvement.

SECTION 4.21. Removal from Buildings. The Company will not remove, or permit to be removed, from the buildings included in the Properties, any personal property subject to the lien hereof, except as provided in paragraph 13 of the Leases.

ARTICLE V

Possession, Use, Substitution and Release of Trust Estate; Prepayment of Bonds

SECTION 5.1. Disposition without Release. Unless an Event of Default shall have happened and shall not have been remedied:

(1) The Company shall be entitled to possess, manage, operate, use and enjoy and to remain in the actual and undisturbed possession of the Trust Estate, except any part thereof delivered to the Trustee or required so to be, and to receive, take and use the rents, income and profits thereof, except as expressly provided herein or in the Lease Assignments.

(2) The Company may, without obtaining any release and without accountability to the Trustee for any consideration received therefor, sell or otherwise

4328 RV-2