

## Miscellaneous

Section 5.01 Releases.

(a) The release of any Property from the lien of this Indenture prior to all sums secured hereby having been paid in full shall require the written consent of Beneficiary.

(b) The Company shall pay all out-of-pocket expenses (including reasonable attorneys' fees) incurred by the Trustee or the Beneficiary in connection with the execution and delivery of the release.

(c) As to any Property specified in Schedule II hereto, Beneficiary shall be paid all net proceeds received by Company from the disposition of the Property released to the extent such net proceeds exceed the amount set forth opposite such Property on Schedule II hereto. Such payment to Beneficiary shall be made by Company concurrent with the disposition of the Property released, and shall be applied by Beneficiary in reduction of the principal of the Note evidencing the "Term Loan" under the Loan Agreement.

Section 5.02 Reconveyance by Trustee. Upon request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Indenture and any notes secured hereby to the Company for cancellation and retention and upon payment by the Company of the Trustee's fees, the Trustee (and, if required by law, the Beneficiary) shall reconvey any portion of the Trust Estate then held hereunder to the Company, or to the person or persons legally entitled thereto, by an instrument containing a covenant by the grantor that its interest in the Trust Estate or portion thereof so conveyed was not sold or otherwise conveyed by it and is free and clear of any lien, mortgage or encumbrance created by its affirmative act, other than any such lien, mortgage or encumbrance created upon the request of the Company or upon the exercise of any right hereunder upon any Event of Default, the Trustee and the Beneficiary otherwise being obligated to give only such right, title and interest as they are able to convey. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The foregoing notwithstanding if Company shall pay all sums secured hereby