

and shall comply with all of the covenants, terms and conditions of this Indenture, then this conveyance shall be null and void and may be cancelled of record at the request of Company without, however, cost or expense to Trustee or Beneficiary.

Section 5.03 Notices. Whenever the Beneficiary, the Company or the Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Indenture, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is mailed by registered mail, postage prepaid, return receipt requested, addressed to the party for whom intended at the address of such party set forth at the beginning of this Indenture. Any party may at any time change its address for such notices by mailing to the other parties hereto, as aforesaid, a notice of such change. A copy of any notice, demand, request or other communication given by the Beneficiary or by the Trustee with respect to this Indenture shall be given to American Broadcasting Companies, Inc., 1330 Avenue of the Americas, New York, New York 10019, Attention: Warren Schaub, Vice President.

Section 5.04 Further Assurances.

(a) The Company shall execute, acknowledge and deliver, from time to time, such further instruments as the Trustee or the Beneficiary may require to accomplish the purposes of this Indenture.

(b) The Company immediately upon the execution and delivery of this Indenture, and thereafter from time to time, shall cause this Indenture, any supplements hereto, any financing statements and each instrument of further assurance to be filed, registered or recorded and refiled, reregistered or rerecorded in such manner and in such places as may be required by any present or future law in order to publish notice of and perfect the lien of this Indenture upon or in the Trust Estate.

(c) The Company shall pay all filing, registration and recording fees, all refiling, reregistration and rerecording fees, and all expenses incident to the execution and acknowledgement of this Indenture, any supplements hereto, any financing statements and any instrument of further assurance, and all Federal, State, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of