

tion 8.06, notwithstanding that an event of default shall have happened and be continuing, and the Trustees may in their absolute discretion (but shall not be bound to) execute any release under the provisions of Section 8.02 or Section 8.03 notwithstanding that at the time an event of default shall have happened and be continuing.

SECTION 8.09. No purchaser in good faith of property purporting to be released hereunder by the Trustees, or in respect of which the Trustees shall have furnished a written disclaimer or quit-claim as provided in Section 8.06, shall be bound to ascertain the authority of the Trustees to execute any such release, disclaimer, or quit-claim, or be bound to inquire as to any facts required by the provisions hereof for the exercise of such authority, or to see to the application of any consideration paid by such purchaser.

SECTION 8.10. The Company, in lieu of depositing with the Corporate Trustee any cash and/or purchase money obligations required to be so deposited by any provision of this Article, may deliver to the Corporate Trustee (i) a certificate of the trustee or other holder of a prior lien, stating that a specified amount of such cash and/or purchase money obligations has been deposited with such trustee or other holder pursuant to the requirements of such prior lien, and (ii) an opinion of counsel stating that such deposit is required by such prior lien.

Upon the cancellation and discharge of any prior lien, the Company will cause all cash and purchase money obligations then held by the trustee or other holder of such prior lien, which were received by such trustee or other holder by reason of the release of, or which represent the proceeds of the taking by eminent domain or any other disposition of, or the proceeds of insurance on, any of the mortgaged property (including all proceeds of or substitutes for any thereof), to be paid to and/or deposited and pledged with the Corporate Trustee, subject to no lien or charge prior to the lien of this Indenture, such cash to be held and paid over or applied by the Corporate Trustee as provided in Section 8.12 and such purchase money obligations to be held and disposed of as provided in Section 8.04; provided, however,