

(6) to alter, repair, replace, change the location or position of and add to its transmission and distribution lines, poles, wires, buildings, structures, machinery, equipment, apparatus, other fixtures and appliances, in such manner as it shall deem expedient, except that the location of none of the mortgaged property may be changed so as to impair the lien of this Indenture thereon unless such property is sold or otherwise disposed of or abandoned as permitted by this Section or released as provided by Sections 8.02 or 8.03; and

(7) to enter into agreements for the joint use of telephone and telegraph poles and equipment, and similar agreements; and to assume the burdens created under any law or government regulation or permit requiring it to maintain certain facilities or perform certain acts as a condition of its occupancy of or interference with any public lands or any river or stream or navigable waters or bridge or highway.

Upon receipt by the Trustee of a written request of the Company, and in the case of the surrender or modification of a franchise, a certified resolution authorizing such request, and in case of the sale or disposition of abandoned property, a certified resolution authorizing such request, stating that in its opinion the further use and operation of the property by the Company is undesirable and authorizing the abandonment thereof, the Trustee shall execute any release and consent which may be therein requested to confirm any action taken pursuant to this Section.

Section 8.05. The Trustee, subject to the provisions of Sections 13.02 and 13.03, may in its absolute discretion (but shall not be bound to) execute any release or consent under the provisions of Sections 8.02 to 8.04, both inclusive, notwithstanding that interest of any bonds then outstanding shall be due and unpaid or that a default as defined in Section 9.01 exists.

Section 8.06. Any obligation received or to be received by the Trustee pursuant to the provisions of Sections 8.02 or 8.03 may be

released upon payment by the Company to the Trustee of the principal amount of such obligation or any unpaid portion thereof. The principal of and interest on any such obligation shall be received by the Trustee as and when the same shall become payable. The Trustee shall have and may exercise all of the rights and powers of an owner of any such obligation and, without limiting the generality of the foregoing, may take any action desirable or necessary for the collection thereof or the enforcement of the security therefor. Any discretionary action which the Trustee may be entitled to take in connection with any such obligation shall be taken, unless a default as defined in Section 9.01 shall have happened and shall be continuing in accordance with, the written request of the Company, and during the continuance of a default as defined in Section 9.01 shall be taken in its own discretion. Unless a default as defined in Section 9.01 shall have happened and shall be continuing, the interest received by the Trustee on any such obligation shall be promptly paid over to the Company.

Section 8.07. In case, in the opinion of counsel, the provisions of any prior lien, whether or not a prepaid lien, existing on any of the mortgaged property shall require the deposit with the Trustee or other holder of such prior lien of the cash or obligations constituting any part of the consideration received in payment for any part of such property released from this Indenture or taken by the exercise of the power of eminent domain or the proceeds of any insurance on such property, the Company may deposit the same with the Trustee or other holder of such prior lien to the extent that the same may be required to be so deposited, and shall furnish the Trustee with a certificate or receipt of such trustee or other holder to the effect that it has received the same with irrevocable authority to pay over the same to the Trustee upon the release thereof from such prior lien.

Except as in this Section otherwise expressly provided, moneys at any time deposited with the Trustee for the payment, satisfaction or redemption of any indebtedness secured by prior lien on any of the