

purchase, or any portion thereof, shall be certified to have been deposited with the trustee or other holder of a Prior Lien, that the property to be released, or a specified portion thereof, is or immediately before such taking or purchase was subject to such Prior Lien, and that such deposit is required by such Prior Lien.

In any proceedings for the taking or purchase of any part of the Trust Estate by the exercise of eminent domain or by virtue of any right of purchase vested in any State, municipality or other governmental authority, the Trustees may be represented by counsel who may be counsel for the Company.

Section 43. Anything in *Sections 41 and 42* to the contrary notwithstanding, unless an Event of Default shall have happened and shall not have been remedied, the Company shall have the right, at any time and from time to time, without any release or consent by the Trustees:

A. To sell, assign or otherwise dispose of for a cash consideration free from the lien of this Indenture any part of the Trust Estate (except cash, obligations or other personal property pledged or deposited with or required to be pledged or deposited with the New York Trustee hereunder and except property at any time theretofore used for gas storage purposes), *provided* that (1) the Fair Value, as of the time of disposition, of all Bonded Property (other than Production Property) and/or Unbonded Property Additions so disposed of pursuant to this *Paragraph A* in any period of twelve consecutive months shall not exceed \$100,000 in the aggregate, and (2) the Fair Value, as of the time of disposition, of all other property (other than property of the character specified in the preceding *Clause (1)*) so disposed of pursuant to this *Paragraph A* in any period of twelve consecutive months shall not exceed \$100,000 in the aggregate, and *provided further* that the Company shall, and the Company covenants that it will, promptly after each such disposition file or deposit with the New York Trustee the following: