

of this Indenture free from all other liens, charges or encumbrances prior to the lien of this Indenture, *except* Permitted Encumbrances, and easements and similar encumbrances which, in the opinion of such counsel, do not materially impair the use of such property in the operation of the business of the Company, and *except* also any Prior Liens, charges or encumbrances to which the property so assigned or transferred by the Company shall have been subject at the time of such assignment or transfer.

The Trustees shall, upon receipt by the New York Trustee of a Written Request of the Company and of the certificates and other documents, respectively, required by *Paragraphs A, B, C or D* of this Section (and upon deposit with the New York Trustee of the cash, if any, required to be so deposited pursuant to *Paragraph A* of this Section), execute any release and/or consent which may be so requested by the Company to confirm any action taken by the Company as permitted by this Section. The respective certificates and written request above mentioned shall be full authority to the Trustees for executing any such release and/or giving any such consent and the Trustees, and each of them, in so doing shall be without liability.

Section 44. In case an Event of Default shall have happened and shall not have been remedied, the Company, while in possession of the Trust Estate (other than securities and cash held by the New York Trustee or the trustee or other holder of a Prior Lien), may do any of the things enumerated in *Sections 40, 41 and 43*, if the Trustees, in their uncontrolled discretion, or the holders of at least a majority in amount of the Bonds at the time outstanding, shall in writing expressly authorize or consent to such action, in which event the certificate required by *Paragraph B of Section 41* need not contain the statement required by *Clause (8)* of said *Paragraph B*.

Section 45. In case the Trust Estate (other than securities and cash held by the New York Trustee or the trustee