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the power of eminent domain, or purchased in the exercise of a right which a governmental body or agency had to purchase or designate a purchaser or order the sale of the same and containing the statements as to compliance with the conditions or covenants required to be made by § 5.14. The proceeds of all property so taken or purchased shall be paid over to the Trustee (unless the same shall have been paid or delivered to the trustee or other holder of a mortgage or other lien constituting a lien prior hereto, in accordance with the requirements thereof and a certificate of the Company and an opinion of counsel to that effect shall have been furnished to the Trustee), and (if paid over to the Trustee hereunder) may thereafter be withdrawn, used or applied in the manner provided in § 6.10 hereof, and in the event such property is so taken or purchased by a municipality or other governmental body the proceeds shall consist solely of cash.

§ 6.06. In case the Company proposes to sell or has sold any property of the character except from the lien hereof and the purchaser thereof requests the Company to furnish a written disclaimer or quit claim by the Trustees of any interest in such property under this Indenture, the Trustee shall execute such an instrument without substitution of other property or cash upon receipt by the Trustee of:

(a) a written request of the Company reciting the sale or proposed sale, describing in reasonable detail the property sold or to be sold, stating that such property is not subject to the lien hereof, or by the terms hereof required so to be, and stating that the purchaser has requested a written disclaimer or quit claim by the Trustee; and

(b) an opinion of counsel stating that such property is not subject to the lien hereof or required to be subjected thereto by any of the provisions hereof.

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or delivered to the Trustee shall be subject to the provisions of prior liens requiring the same to be otherwise paid, transferred, conveyed or delivered.

All cash, including payments of or on account of the principal of purchase money obligations, from time to time received by the Trustee under the provisions of this Article 6 shall be by the Trustee applied to the purchase of Bonds of any one or more series outstanding hereunder; provided, that, (1), subject to the provisions of clause numbered (4) of this proviso, if on the 75th day after any such cash became available for the purchase of Bonds the Trustee has unexpended cash on hand equal to or exceeding \$10,000, such cash shall be applied by the Trustee to the redemption of such Bonds, (2) in purchasing Bonds with such cash the Trustee shall be entitled to adopt any of the methods prescribed in Subdivision (C) of § 2.02 hereof, (3) so long as any Bonds of Series A shall remain outstanding, no cash derived from the sale of property to any municipality or other governmental body shall be used to retire Bonds at a price in excess of the principal amount thereof, plus accrued interest to the date of purchase or redemption, and (4) the proceeds of any parcel of property sold and released for a sum not exceeding \$25,000 may be withdrawn by the Company, at any time within one (1) year after deposit thereof with the Trustee, in the manner and for the purpose specified in Subdivision (III) of § 7.02 herein; provided, that no such withdrawal shall be made or permitted which would cause the aggregate of such withdrawals in any period of twelve (12) consecutive calendar months to exceed \$50,000, nor at a time when the Company is in default in the payment of interest or any event of default exists; and provided, further, that by resolution of the Board of Directors of the Company, delivered to the Trustee at any time within one (1) year after deposit of cash which is subject to withdrawal under the provisions of clause numbered (4) of this proviso, the Company may waive its

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Such evidence shall be full authority for the Trustee to execute such disclaimer or quit claim and the Trustee in so doing shall be without liability.

§ 6.07. In case the mortgaged property shall be in the possession of a receiver or trustee, lawfully appointed, the powers hereinbefore in this Article conferred upon the Company with respect to the sale or other disposition of the mortgaged property may be exercised, with the approval of the Trustee, by such receiver or trustee, notwithstanding the Company may be in default, and any request, certificate or appointment made or signed by such receiver or trustee for such purposes shall be as effective as if made by the Company or the Board of Directors of the Company or any of its officers or appointees in the manner herein provided; and if the Trustee shall be in possession of the mortgaged and pledged property under any provision of this Indenture, then such powers may be exercised by the Trustee in its discretion, notwithstanding the Company may be in default.

§ 6.08. The Trustee shall execute any release, or consent, under the provisions of § 6.05, notwithstanding the existence at the time of an event of default and the Trustee may in its absolute discretion (but shall not be bound to) execute any release or consent under the provisions of §§ 6.01 to 6.04, inclusive, notwithstanding the existence at the time of an event of default.

§ 6.09. No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Trustee to execute the release, or 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.

§ 6.10. Any provision contained in this Article 6 requiring any cash or purchase money obligations to be paid

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right of withdrawal of all or any of such cash. In retiring Bonds through the application of such cash the Trustee shall, if Bonds of more than one series are at the time outstanding, select in its discretion the series from which Bonds are to be retired, having in mind the best interests of the Company. Bonds redeemed under the provisions of this section by means of cash not derived from the sale of properties to any municipality or other governmental body shall be deemed to be redeemed at the option of the Company, and the Company hereby irrevocably authorizes the Trustee to give notice of such redemption, in the name of the Company or the Trustee, and in retiring Bonds with such cash the Trustee may purchase the same at a price not exceeding the then applicable redemption price in case of redemption at the option of the Company and may redeem Bonds at such price.

§ 6.11. § 6.01 to § 6.05, inclusive, shall not be construed as being in limitation of one another, but as separate and independent methods of releasing or disposing of property subject to the lien of this Indenture.

ARTICLE 7.

RELEASE OF FUNDS IN ESCROW

§ 7.01. The Trustee shall consent to the release of any cash subject to the lien of this Indenture received or held by the trustee or other mortgagee under any prior lien upon receipt of a written request of the Company accompanied by a certificate of such trustee or mortgagee, stating, or other evidence satisfactory to the Trustee showing, that such cash is to be paid out or applied for a purpose or purposes for which such cash could be paid out, released or applied if actually held by the Trustee hereunder, but without there being delivered to the Trustee any of the documents which would be required by the provisions of