possess, use and enjoy all the mortgaged property (other than such securities, obligations and such securities, obligations and moneys as are expressly re-quired to be deposited with the Trustee), and to receive, use quired to be deposited with the Transee), and to receive, use and dispose of free from the line of this Indeutre, the rent, retrieved, interstein and the line of this Indeutre, the rent, retrieved in the ordinary course of business, freely and without let or hisdrance on the fart of the Transees or either of them or of the bondholders, (1) to use, consume and other-wise dispose of merchandise, materials and supplies, (ii) to deal with and exercise any and all rights under choses in action, contract, franchises and claim, (iii) to alter, repair, replace, renew, dismatch, change the position of or remove any as of the averity (provided, however, that the position of property would thereby because subject to avail of if such the line of this Indeutre, excepting permissible areas the position thereof, unless such property is odd or otherwise disposed of or relaxed as permitted by this Artick VIII, and (ré) vabject to the provisions of Artick VIII thereof, to lease (valueirable continuing line of this Indeutre on the property existing and the ordinary of the mortgaged property as may be desirable or advisable in the proper conduct of the busines and dispose of, free from the lien of this Indenture, the rents. desirable or advisable in the proper conduct of the busine or in the operation of the properties of the Company.

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Surrior 7.02. So long as the Company shall remain in pos-session of the trust estate, the Company may at any time and from time to time, in its discretion, without any release or consent by, or notice to, the Trustees, and without account-ability to the Truitees for any consideration received by the Company:

(a) Sell or otherwise dispose of free from the lien of this Indenture any of its equipment, machinery, pipe, poles, wire, appliances, tools, implements or salvaged materials which are subject to the lien hereof and which shall have become worn out, obsolets, inadequate, unser-

permits have the right to conduct the same or an equivalent lent or an extended business in the same or an equivalent or an extended territory during the same or an extended trainingted or indeterminate or indefinite period of time (for the purposes of this subdivision (e) and of any opin-on to be rendered under it, any right of a municipality or other governmental authority to terminate a permit, license, authority be framines shall not be deemed to abridge or affect its duration); and mit, have the right to conduct the same or an equiva

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abridge or affect its, diration); and (d). Surrender or assest to or, procure a modification of any franchise, leemes, huthofity or permit which it optimizes of the Band of Directory, it is no league ascer-sary, desirable or advisable in the profitable condext of the business of the Company to operate such properties or to comply with the terms and provisions of such fram-chise, leemes, submitty or permit.

Second 71AI. So long as the Company is not in default bercunder to the knowledge of the Trustees and there shall not have occurred and be containing any error of default, the Company may at any time and from time to time setl, sur-render or otherwise dispose of any of the motrgaced proje-erty, except prior lies bonds, and obtain the release of, and the Trustees all release from the lies hereor, such property, but only upon receipt by the Trustee of:

(a) A certified resolution stating that the Company has sold, surrendered or disposed of, or contracted to sell, surrender or dispose of, certain property and stating the consideration, if any, received or to be received therefor, and requesting the release thereof from the lien of this indealure;

Indexintre; (b) (1) An engineer's certificate stating, in the opin-ion of the aigner, he then fair value of the property to be released (which property and be described in such cer-fificate in reasonable detail) without deduction for any lines on such property and whether or not it has thereto-fore been honded; whether or not any portion of such

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ievalds, undesirable or universary for use in the con-duct of its business or shall have been abandoned or retired from service, or it glic acces of facilities used for the cyclomer served by weak root gas, which are sold to the cyclomer served by weak root gas, which are sold to property of segnal value to the Company (but not neces-sarily of the share character) which shall forthwith he-indentry of a factor action, subject to the lise of this indentry.

(b) Surrender, cancel, ahandon, release or make changes or alterations in or substitutions for easements, leases and right-of-way grants, provided that any changed, altered or substituted easement, lease or right-of-way grant shall forthwith become, without further ac-tion, subject to the lien of this Indenture;

decays characterial the statistical essentes, lease or right-tion, subject the lie in of this Indexture: O(c) Surreader of assent-reprint which is to dark frameline (lenses, althority or permits which is no lark or under which it may be operating, provided that (1) in the event of any such modification. Use franchise, license, authority or permit we operating, provided that (1) in the event of any such modification. Use franchise, license, authority or permit as modified, shall, in the opinion of the event of any such modification is a such that is a sub-tended barrier in the exitence of the same or an ex-tended territory during the same or an equivalent or a statement or molimited or indicreminant or indefinite period of time, or such modification shall, in the opinion of an independent engineer expressed in an independent during the same of the company, and (2) in the conduct of the usences of the Company, and (2) in the same or an equivalent or an extended barrings in the same or an equivalent or an extended barrings in the same or an equivalent or an extended barrings in the same or an equivalent or an extended barrings in the same or an equivalent of any such frachise integens, suthority or period of time, or in the alternative first the same or an equivalent of the same and the same or an equivalent of the alternative first the same or an equivalent of the same and the same or an equivalent of the same and the same or an equivalent of the same and the same or an equivalent of the same and the same and the same or an extended or their function, thereas, satisfy or per-mit, or other functions in the same and the same or an under same and the same and the

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property is subject to any prior lien, and, if so, such prior lien shall be specified and three shall be field an subject to such prior lien; that such refease is in the subject to such prior lien; that such refease is in the equinon of the signer desirable or advisable in the conduct of the business of the Company; that in the opinion of the is laberature in construction of the provision of the is laberature; and that the Company is not, to the knowl-cide of the signer, in default in the performance of any of the terms or covenants of this Indenture; and (2) In casis the fair radius of unch research to be re-

of the terms or covenants of this Indenture; and (2) In casis the fair value of such property to be re-leased and of all other property released from the lion of this Indentures since the commencement of the then cur-rent calendar year, as shown by certificates filed pursuant to this subdivision (b) or subdivision (c) of Stepion 7.04 hereod, is ten per cent (10%) or more of the aggregate principal amount of banks outstanding at the time of the principal size of the substance: (0, 0, 1) = 0 (the substance) of the aggregate of the substance.

(i) the then fair value, in the opinion of the signer, of the property to be released, without deduction for any liens on such property; and

(ii) that such release, in the opinion of the signer, will not impair the security under this Indenture in contravention of the terms of this Indenture;

contravention of the tyrms of the informative; provided, however, that no independent engineer's cer-tificate need be delivered to the Trustee in the case of shown by the certificate field guaranta to pararise phase of this subdrives. (a), is less than twenty-five thousand dollars (65:500) or less than one per cent (12) of the Aggregate principal amount of bonds at the time out-thandary.

(c) Cash, which shall be received and applied by the Trustee as a part of the trust estita, in an amount equal to the consideration, if any, received or to be received from the sale, surrender or other disposition of the prop-tion of the prop-

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