

o If the property to be released is subject to a prior lien which is a lien solely on such property or a portion thereof and if the trustee or other holder of such prior lien shall then hold any moneys in lieu of which the Trustee shall have theretofore received a certificate that the same have been deposited with such trustee or other holder in pursuance of any provision of this Indenture and if such moneys then held by such trustee or other holder shall exceed the aggregate principal amount of the outstanding prior lien bonds secured by such prior lien, the Company shall deposit with the Trustee, in addition to the cash required to be deposited pursuant to subdivision (c) of this Section 7.02, an amount equal to such excess.

If the property to be released is subject to any prior lien which will remain a prior lien on other property of the Company subject to the lien hereby, and said property is to be simultaneously released from such prior lien, and if the consideration for the property to be released is required by the provisions of such prior lien to be paid over to the trustee or other holder of such prior lien (as to which facts the Trustee may rely, subject to the provisions of Section 12.02 hereof, upon an opinion of counsel), the certificate of the trustee or other holder of such prior lien that it has received the consideration for the property to be released shall be accepted by the Trustee hereunder to the extent of such consideration so received by such other trustee or other holder (as the value of such consideration shall be specified in such certificate) in lieu of other obligations permitted by the provisions of subdivision (c) of this Section 7.02 to be delivered to the Trustee upon the release of said property, but only to the extent of the aggregate principal amount of the outstanding prior lien bonds secured by such prior lien less any moneys then held by such trustee or other holder as to which the Trustee shall have theretofore received a certificate of such trustee or other holder in lieu of deposit thereof with the Trustee.

dent provided for in this Indenture relating to the release of such property have been complied with:

(c) An engineer's certificate stating in the opinion of the signer the then fair value of the property to be released (without deduction for any liens on such property), and that the release thereof will not impair the security under this Indenture in contravention of the provisions of this Indenture;

(d) An opinion of counsel stating that all conditions precedent provided for in this Indenture relating to the release of such property have been complied with; and

(e) Cash equal to the consideration, if any, received or to be received by the Company upon the sale or other disposition of such property.

If the property to be released is subject to any prior lien which will remain a prior lien on other property of the Company subject to the lien hereof, and said property is to be simultaneously released from such prior lien, and if the consideration for the property to be released is required by the provisions of such prior lien to be paid over to the trustee or other holder of such prior lien (as to which facts the Trustee may rely, subject to the provisions of Section 12.02 hereof, upon an opinion of counsel), the certificate of the trustee or other holder of such prior lien that it has received the consideration for the property to be released shall be accepted by the Trustee hereunder to the extent of such consideration so received by such other trustee or other holder in lieu of cash required by the provisions of subdivision (c) of this Section 7.04 to be delivered to the Trustee upon the release of said property, but only to the extent of the aggregate principal amount of the outstanding prior lien bonds secured by such prior lien less any moneys then held by such trustee or other holder as to which the Trustee shall have theretofore received a certificate of such trustee or other holder in lieu of deposit thereof with the Trustee.

SECTION 7.04. So long as the Company is not in default hereunder to the knowledge of the Trustee and there shall not have occurred and be continuing any event of default, the Company may at any time and from time to time sell, lease, convey, mortgage, or otherwise dispose of any property (except prior lien bonds) constituting a part of the mortgaged property of an aggregate fair value (without deduction for any liens thereon) of not in excess of one hundred thousand dollars (\$100,000) in any one calendar year, as shown by engineer's certificates filed pursuant to subdivision (c) of this Section 7.04, and the Trustee, without requiring compliance with any other section of this Article VII, shall release such property from the lien hereof, provided that such fair value of the property involved in any one release is less than twenty-five thousand dollars (\$25,000) or less than one per cent (1%) of the aggregate principal amount of bonds at the time outstanding; but only upon receipt by the Trustee of:

(a) A request of the Company for the release of the property in question;

(b) An officers' certificate briefly describing the property to be released and stating in substance:

(i) that the Company has sold, surrendered or disposed of, or contracted to sell, surrender or dispose of, such property and stating the consideration, which, if any, shall be cash, received or to be received by the Company therefor;

(ii) that the fair value of the property to be released as shown in the engineer's certificate referred to in subdivision (c) of this Section 7.04, together with the fair value, as shown by such engineer's certificates, of all other property released under the terms of this Section 7.04 during the then current calendar year, does not exceed one hundred thousand dollars (\$100,000); and

(iii) that the Company is not to the knowledge of the signers in default under this Indenture, and that in the opinion of the signers all conditions pre-

All cash received by the Trustee pursuant to the provisions of this Section 7.04 shall be held and dealt with by the Trustee as a part of the trust estate.

SECTION 7.05. Should any part of the mortgaged property be taken by the exercise of the power of eminent domain or be required to be disposed of by any public authority having jurisdiction to require such disposition (including the Securities and Exchange Commission or other regulatory body administering the Public Utility Holding Company Act of 1935), whether upon order directed against the Company or upon application of the Company in compliance with any existing law requiring such disposition, if in the condemnation proceeding or proceeding requiring or approving such disposition the fair value of such property is determined or approved by a court, or by such public authority, or by any agency thereof, having in each case (in the opinion of counsel) jurisdiction to make such determination or give such approval, the Trustee shall accept the fair value so determined or approved (without requiring any engineer's certificate or independent engineer's certificate as to such fair value) as representing the then fair value of such property. Should any municipality or public authority at any time exercise any right which it may have to purchase any part of the mortgaged property at a price specified in or determined in accordance with the provisions of such right of purchase, the Trustee shall accept the price so specified or determined as representing the then fair value of such property. In any such case, when the Company by a certified resolution shall so request, the Trustee shall execute and deliver a release of the property so taken or disposed of or purchased upon the conditions set forth in this Section 7.05 (without requiring compliance with the provisions of any of the other sections of this Article VII), and shall, subject to the provisions of Section 12.02 hereof, be fully protected in so doing upon being furnished with an opinion of counsel to the effect