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money and obligations to the Trustee, subject only to the rights of the trustee or other holder of such prior lien;

(3) stating in case the Trustee are requested to release any franchise, if such release will not impair the right of the Company to operate any of its remaining properties;

(4) in case the consideration for the property to be released consists, in whole or in part, of additional property, specifying this mortgage, deeds, conveyances, assignments, transfers and instruments of further assurance which will be sufficient to subject to the direct lien of this Indenture the additional property described in the above mentioned certificate, or stating that said additional property is then subject to the direct lien of this Indenture and that no such mortgage, deed, conveyance, assignment, transfer or instrument of further assurance is necessary for such purpose; and

(5) in case the consideration for the property to be released consists, in whole or in part, of additional property, stating that the Company has acquired a good and valid legal title to such additional property, and that the same and every part thereof is free and clear of all liens, charges or encumbrances prior to the lien of this Indenture, except specified prior liens, unpaid liens and permitted encumbrances; and stating also that the Company has lawful power to acquire, own and use said additional property in its business;

(11) A certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

§ 8.01. Unless a default as defined in § 8.01 shall have occurred and shall be continuing, the Trustee shall, whenever from time to time requested by the Company, and without requiring compliance with any of the foregoing provisions of § 8.01, release from the lien hereof any real estate, provided the Company has sold or agreed to sell such real estate for a cash consideration, and provided the aggregate value of such real estate so released, with all such compliances, as shown by the engineer's certificate in this § 8.01 referred to, in any period of twelve (12) consecutive calendar months shall not exceed the sum

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of \$20,000; such release to be made upon receipt by the Principal Trustee of:

(1) A written request of the Company for the release of any property, describing the same in reasonable detail, and stating that the same is not needed for the use of the Company in its business;

(2) An engineer's certificate, made and dated not more than sixty (60) days prior to the filing of such written request, stating (a) the then fair value, in the opinion of the engineer, of the property to be released, and (b) that such a release is, in the opinion of the engineer, desirable in the interest of the business of the Company and will not impair the security of this Indenture in contravention of the provisions hereof; and

(3) A certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

The Company covenants that it will forthwith deposit with the Principal Trustee the consideration received by it from the sale of any property so released, to be held and applied as a part of the mortgage property, in the manner provided in § 8.01, or with the trustee or other holder of a prior lien, if requested in the same manner, for payment of the same in full.

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of \$20,000; such release to be made upon receipt by the Principal Trustee of:

(1) A written request of the Company for the release of any property, describing the same in reasonable detail, and stating that the same is not needed for the use of the Company in its business;

(2) An engineer's certificate, made and dated not more than sixty (60) days prior to the filing of such written request, stating (a) the then fair value, in the opinion of the engineer, of the property to be released, and (b) that such a release is, in the opinion of the engineer, desirable in the interest of the business of the Company and will not impair the security of this Indenture in contravention of the provisions hereof; and

(3) A certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

The Company covenants that it will forthwith deposit with the Principal Trustee the consideration received by it from the sale of any property so released, to be held and applied as a part of the mortgage property, in the manner provided in § 8.01, or with the trustee or other holder of a prior lien, if requested in the same manner, for payment of the same in full.

§ 8.02. Unless a default as defined in § 8.01 shall have occurred and shall be continuing, the Company shall have the right, any time, and from time to time, without any release or consent by the Trustee:

(1) To sell or dispose of, or otherwise to dispose of, from the lien of this Indenture, such portion of the machinery, tools, implements or equipment which shall at any time be required or held for the use of the Company, as shall have become worn, obsolete, or unnecessary for use, but any and all new or other machinery, tools, implements, or equipment, which may be acquired for the use of the Company in substitution for any so sold or disposed of shall by virtue and force thereof become and be immediately upon the acquisition thereof subject to the lien and operation of these provisions without any new conveyance or filing for or other act or proceeding whatsoever and the net proceeds of all sales of machinery, tools, implements or equipment so

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operate any of its remaining properties, and the value and efficiency generally of the mortgaged property as an entirety and the value of the security for the bonds will not thereby be materially impaired, and the Trustee shall consent thereto, if requested, upon receipt of a certified resolution evidencing the opinion of said Board of Directors as aforesaid;

(2) To alter, repair, replace, change the location or position of and add to its gas pipe lines, plants, works, buildings, structures, systems, machinery, distribution systems, equipment, apparatus, other fixtures and appurtenances, in such manner as it shall deem expedient, except that the location of none of the mortgaged property shall be changed so as to impair the lien of this Indenture thereon unless such property is sold or otherwise disposed of or abandoned as permitted by this Section or released as provided by § 8.01, § 8.02 or § 8.03;

(3) To enter into agreements for the joint use of telephone and telegraph poles and equipment, and similar arrangements, and to assume the burden created under any law or governmental regulation or permit requiring it to maintain certain facilities or perform certain acts as a condition of its occupancy of or interference with any public lands or any river or stream of navigable waters or bridge or highway.

Upon receipt by the Principal Trustee of a written request of the Company, and a certificate of the Company and an opinion of counsel as to compliance with conditions precedent, and, in the case of the surrender or modification of a franchise, a resolution of the Board of Directors of the Company authorizing such request, and in the case of the sale or disposition of abandoned property, a resolution of the Board of Directors authorizing such request, stating that in its opinion the further use and operation of the property by the Company is undesirable and authorizing the abandonment thereof, the Trustee shall execute any release and/or consent which may be therein requested to confirm any action taken pursuant to this § 8.03.

In the case of any sale as provided in subdivisions (2) or (4) of this Section the Company will furnish to the Principal Trustee an engineer's certificate, made and dated within sixty (60) days after such