money and obligations to the Trustees, subject only to the studies of the trustee or other holder of such prior light

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

the Company to operate any of its requiring projectives? (4) in case the consideration for the property to be in-leased consists; in whole or in part, of additional property, specifying the non-parget deck, convenients; have more transferg and instruments of further assurance which will be additional property described in the abave mechanism merks corflicate, or static that read additional property is and increased, or static that read additional property is and increased, or static that read additional property and increased, described in the abave mechanism property instrument of further assurance is necessary for such par-pase; and

pose; and (5) in case the consideration, for the property to be re-played consist, in shole or in part, of additional properts, stating that the Company has negativel a good and valid begat tile to such additional property, and that the same and even part theread p_1 free and clear of all heigh charges or comm-brances prior to the line of this indentifier, every specific prior flens's prepaid flens and permitted menufactures; and stating also has the Company has lawful prover to explus-ion and use said additional property in its basiness.

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

\$5.01. Unless a default as defined in \$ 9.01 shall have occurred Table , there is negating to the second of the second sec such feal estate for a cash consideration, and provided the aggregate. value of such real estate so released without such compliance, as shown by the engineer's certificate in this \$ 5.04 referried to, in any period of twelve (12) consecutive calendar months shall not exceed the

quired or held for use by the Company, which may not be invested in real state or in new or other machinery, tools, implements, equipment, impravements or other property for ase in connection with the martgared property, shall be paid are; to the Trincipal Traytee to be field and applied as part of the mortgared property, include managed property. the mortgaged property in ditions provided in § 8:11;

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ditions provided in § satį; (2) To satio ediapose of, according to its discretion, free from the lien of this Indenture, any part of the moritaged property, the use and operation of which Eart-frees abandoned and direcontinued by the Company parsuant to the provisions hereof, and the net proceeds of such rate or discretion of the property abandoned as a forewaid shall be paid to the Principal Tratech herematics and any here radiused by the Company, to be held and applied as part of the moritager's property in the manner and astiplies to the conditions provided in § 4.547;

manner and subject to the conductors provided in y e.r.r. (3) To abadona, terminate, careck, release or make changes, or alterations in or substitutions of any leases, rights-of-way, essengents, licenses, pennits, agreements ar crointracts subject to the lion of this Indenture, provided that any changed, altered or substituted leases, rights of our, rensements, increases, primits, agreements or, contracts shall forthwith become subject to the lion of this Indenture to the same extent and in the same manner as these previously existing;

as these previously existing; [(1) To sell or convey any real estate used by the Company solely for distribution line right of way, if it shall retain or obtain an easement over the same property for the maintenance. of the distribution lines hearted thereon, and provided that any proceeds of the sale of any varied of such real scatter over the cost of obtaining such casement with respect likerito shall be puid over to the Principal Trustee, to be held and applied as part of the morizanged property in the unaner and subject to the conditions provided in § 2.11;

(4) To surrender or asseyt to or procure a modification of any franchize, license, autjority or permit under which it operates, any of the properties which it may now or hereafter held or under which it may now or hereafter operate, if in the opinion of its Append of Directors, such surrendez. or modifi-cation is in its bet interests and will not impair its right to

. 145 f 25,000; such release to te unde upon receipt by the Principal Trustee of

stee of (1) it written respect of the Company for the Trinsfell (2) it written respect of the Company for the release of any property, describing the same in reasonable detail, and state-ing that the same is not uncled for the use of the Company in the blacks.

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ing that the same is not worked for the use of the Company in the behavior. (2) an experiment covertification tends and data! conformer than solve (1) and experiment the same solve (1) and (1) and

The Company covenants that is will forthwith deposit with the Principal The company contrasts was really formation of post with the transpo-transport of the start of the start of the start of the start of the project, or release to be held and applicates a part of the monitanest project, in the unitare provided by 1.5, and or with the transport of project, a prior (ine.) (i.e., if a part of the start of the start of the part of the part of control. of counsel.

of coursel. (5.8.4). Unless a defaudt as defined in § 200, shall laive heips used and shall be combining the Company shall have the right of any time and from (juster time, without any relaxies or consent by the Trapeter (1) for near or drops of any second product differential for the mathematical states of the states of the states of the states of the mathematical states of the states of the states of the states of the mathematical states of the states of the states of the states of the mathematical states of the states of the states of the states of the mathematical states of the states of the states of the states of the mathematical states of the states of the states of the states of the mathematical states of the states of the states of the states of the mathematical states of the states for an allocate states of the states of the states of the states of the states of all cales of machinese, that we are all the states of the states of

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operate my of its remaining properties, and the value and efficiency generally of the mortcassed property as an entirely and the value of the security for the bealts will not thereby be materially insported, and the Trastees shall convent thereto, if requested, upon receipt of a certified resolution endering the opinion of radii Deard of Directors as aforesaid;

opinion of rail Board of Directors as aforesaid; (6) To aller, repair, replate, charge the location or posi-tion of and abil to its ras pipe lines, plants, work, building, structures, systems, unachiery, alistibulito systems, equipment, appearatus, other faturys and apparenames, it is acho namer as it shall deem expelicit, extept that the location of none of the inortgaced property, may be charged so as to impeti-ting its action of the induced as period. The shares of the induced property, may be charged so as to impeti-ting line of this Inducture thereon unless such property is add or efferensis of hispored of of alk-molence as permitted by this Section or released as provided by \$6.01, \$6.01 or \$5.01; (2) To may in parameters for the hist as of the hispore internet in the pine permeasure for the hist as of the history.

(cross) or revealed as provided by the provided of the prov

of maximalla waters or bridge or bighway. Types receipt by the Principil Trustey 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 franchier, a resolution of the Baseri of Directors at the Company authorizing such request, and in gase of the safe or disposition of a franchier, beyoffy, a resolution of the Baseri of Directors authorizing such request, stating itat in ita is underirable and authorizing the handnone flowerity is the Company is underirable and authorizing the handnone flowerity by the Company is underirable and authorizing the handnonment thereof, the Trustes shall create any release and/for consent which may be therein re-quests to company will forhigh to the Principal Trustes an engineer a certificate mande and lated within airty (60) days after such

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