

the Company to furnish a written disclaimer or quitclaim by the Trustee of any interest in such property under this Indenture, the Trustee shall execute such an instrument without substitution of cash or other property upon receiving

(1) an application of the Company, reciting the conveyance or proposed conveyance and the request of the grantee for such a disclaimer or quitclaim and requesting the Trustee to execute such a written disclaimer of interest or quitclaim;

(2) a certificate, signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer or Auditor of the Company, describing in reasonable detail the property conveyed or to be conveyed, and stating that such property has not been certified to the Trustee as additional property pursuant to §2.06; and

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

Such evidence shall be full authority for the Trustee to execute such disclaimer or quitclaim, and the Trustee, in so doing in reliance thereon, shall be without liability.

§5.05. If any of the mortgaged property shall be taken through the exercise of the power of eminent domain, or if any municipal or governmental body or agency shall at any time exercise any right which it may have to purchase any part of the mortgaged property, the Trustee shall execute a release of the property so taken or purchased, upon being furnished with

(1) an application of the Company, describing the property in reasonable detail and stating that such property has been taken by the exercise of the power of eminent domain, or has been purchased by a municipal or governmental body or agency in the exercise of a right which it had to purchase the same, as the case may be, and further stating the amount and character of the proceeds of such property received or to be received by the Company; and

(2) if, but only if, the consideration received or to be received therefor is in excess of \$50,000, an opinion of counsel to the effect that such property has been duly taken by the exercise of the power of eminent domain or purchased by a municipal or governmental body or agency in the exercise of a valid right which it had to purchase the same, as the case may be.

The Company covenants that the proceeds of all property so taken or purchased will, forthwith upon the receipt thereof, be paid or delivered to the Trustee.

In the event that in any case such proceeds consist, in whole or in part, of anything other than cash or obligations as equivalent thereto under §5.07, the Company shall likewise furnish to the Trustee a certificate signed by the President or a Vice-President of the Company and by an engineer, stating in their opinion the value, as of the date of the application, of such other proceeds; and the Company shall deposit with the Trustee, in lieu of such other proceeds, cash or such obligations to an amount equal to the value so stated.

The Trustee shall, upon application of the Company in connection with any proceeding for the taking of any of the mortgaged property through the exercise of the power of eminent domain or any right of purchase above referred to, give its consent in writing to the taking or purchase of any such property and/or to the amount of any awards or allowance of compensation therefor, if furnished with a certificate signed by the President or a Vice-President of the Company and by an engineer, stating that in their opinion the value of the property in question to the Company, as of the date of the application, is not more than the amount of the proposed award or allowance, and further stating in substance that, when the Company shall have made substitution in cash or its equivalent to the extent of such amount, the security afforded by this Indenture will remain unimpaired.

§5.06. For the purposes of §5.03 and §5.05, the Trustee shall treat as equivalent to cash deposited with it a like amount of cash (or obligations equivalent to cash under §5.07) deposited with the trustee of a prior lien mortgage on such terms that the same cannot be paid out by such trustee except with the written consent of the Trustee hereunder or for specified purposes for which such cash could be paid out if actually deposited with the Trustee hereunder, but only when the Trustee shall have received the certificate of such trustee or other satisfactory evidence of such deposit; and the Company covenants that it will not permit any cash so deposited with the trustee of a prior lien mortgage to be paid out without the written consent of the Trustee hereunder, unless the payment be made to the Trustee itself. For the purposes of §5.08, the giving of a written consent by the Trustee to the payment of a specified amount out of cash so deposited with the trustee of a prior lien mortgage shall be deemed equivalent to the actual payment of such an amount by the Trustee itself to or on the order of the Company.

Whenever any cash shall be received by the Trustee on account of any deposited prior lien bonds pursuant to §2.11, out of the proceeds of the sale or other disposition of any fixed properties of the Company, or out of cash or its equivalent deposited with the trustee of a prior lien mortgage in substitution therefor, to an amount which, after making allowance for any substitution in cash or its equivalent deposited directly with the Trustee hereunder, exceeds the amount of substitution required to be made by §5.03 or §5.05, as the case may be, the Trustee shall pay over the amount of the excess to or on the order of the Company.

§5.07. For the purposes of this Article, bonds or other obligations secured by a purchase money mortgage or vendor's lien (or the equivalent thereof) upon the property sold, exchanged or otherwise disposed of and released from the lien hereof, shall be deemed equivalent to cash in an amount equal to the aggregate principal amount thereof; provided that the Trustee shall have been furnished with an opinion of counsel as to the validity of such bonds or other obligations and of the lien securing the same.

§5.08. Cash received by the Trustee pursuant to any of the provisions of this Article (as well as any cash subject to disposition as provided in this §5.08, pursuant to §4.14), shall from time to time, upon application of the Company, be paid out or applied by the Trustee in accordance with the directions contained in such application for any one or more of the following purposes, namely:

(1) Such cash may be paid out, on the basis of additional property, to an amount which may be equal to but shall not exceed 133 $\frac{1}{3}$ % of any principal amount of bonds to the authentication of which the Company shall have become entitled under §2.05 and in lieu thereof. In each such case the application shall contain in substance the statements required by §2.05 but need not be accompanied by any of the documents mentioned in §2.02.

(2) Such cash may be applied by the Trustee to the payment, purchase or redemption of bonds of any series secured by this Indenture. Purchases may be made at the lowest prices reasonably obtainable but not in excess of the redemption price thereof and accrued interest. Bonds surrendered, paid, purchased or redeemed pursuant to this §5.08 shall be cancelled by or under the direction of the Trustee and surrendered to the Company, upon written request of any of its officers, and no other bonds shall thereafter be issuable in lieu thereof or in substitution therefor.

(3) Such cash may be paid out to an amount equal to the principal amount of any bonds secured by this Indenture and/or refundable prior lien bonds refunded in any manner permitted by §2.09. In each such case the application shall be made in substantially the same manner as an application for the payment pursuant to §2.09 of cash deposited pursuant to §2.04.