

to the provisions of this Section shall be held by the Corporate Trustee subject to the provisions of Article IX hereof.

SECTION 62. Should any of the Mortgaged and Pledged Property be taken by exercise of the power of eminent domain or should any governmental body or agency, at any time, exercise any right which it may have to purchase or designate a purchaser of any part of the Mortgaged and Pledged Property, the Trustee or either of them shall, upon request of the Company, release the property so taken or purchased, and if acting in good faith and subject to the provisions of Section 88 hereof shall be fully protected in doing so upon being furnished with an Opinion of Counsel to the effect that such property has been taken by exercise of the power of eminent domain, or purchased in the exercise of a right which a governmental body or agency had to purchase or designate a purchaser of the same. Such Opinion of Counsel shall state the amount of proceeds received for such property so taken or purchased and the amount so stated shall be deemed to be the Fair Value of such property for the purpose of subdivision (b) of Section 100 hereof. The proceeds of all property so taken or purchased (which proceeds shall, in either event, be required to be entirely in the form of cash) shall be paid over to the Corporate Trustee (unless the same shall have been paid or delivered to the trustee or other holder of a mortgage or other lien constituting a Prior Lien of line prior hereto, in accordance with the provisions thereof and a certificate of such trustee or other holder to that effect shall have been furnished to the Corporate Trustee), and (if paid over to the Corporate Trustee hereunder) may, subject to the provisions of Section 64 hereof, thereafter be withdrawn, used or applied in the manner, to the extent and for the purposes and subject to the condition provided in Section 61 hereof.

SECTION 63. In case the Mortgaged and Pledged Property shall be in the possession of a receiver or trustee, lawfully appointed, the powers hereinbefore conferred upon the Company with respect to the sale or other disposition of the Mortgaged and Pledged Property or the withdrawal of cash may be exercised, with the approval of the Corporate Trustee, by such receiver or trustee, notwithstanding the Company may be in default and any request, certificate, appointment or approval made or signed by such receiver or trustee for such purposes shall be as effective as if made by the Company or its Board of Directors or any of its officers or appointees in the manner herein provided; and if the Trustees or either of them shall be in possession of the Mortgaged and Pledged Property under any provision of this Indenture, then such powers may be exercised by the Trustees in their discretion notwithstanding the Company may be in default.

Notwithstanding the existence of a default in the payment of interest on any bonds Outstanding hereunder or the existence of a Default defined in Section 65 hereof, the Trustee, or either of them, in their discretion, may release from the Lien hereof any part of the Mortgaged and Pledged Property or permit the withdrawal of cash, upon compliance with the other conditions specified in this Article in respect thereof.

No purchaser in good faith of property purporting to have been released hereunder shall be bound to ascertain the authority of the Trustee, or either of them, to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of this authority; nor shall any purchaser or grantee of any property or rights permitted by this Article to be sold, granted, exchanged or otherwise disposed of, be under obligation to ascertain or inquire into the authority of the Company to make any such sale, grant, exchange or other disposition.

SECTION 64. Subject to the provisions hereinafter contained in this Section, if during any twelve (12) months' period, any of the Mortgaged and Pledged Property is taken by the exercise of the power of eminent domain and/or any governmental body or agency exercises any right which it may have to ^{purchase or} designate a purchaser of any part of such property and/or any of such property is sold by the Company to one or more Federal, State, County, Municipal or other governmental bodies or agencies or public or semi-public corporations, districts or authorities and/or any of such property is sold by the Company pursuant to the exercise by a governmental body or agency of its right to order the Company to divest itself of any of such property, with the result that (during such period) the Company receives or becomes entitled to receive (during such period or otherwise) proceeds, in cash and/or a principal amount of obligations secured by purchase money mortgage, aggregating not less than Ten Million Dollars (\$10,000,000), at a time or times when bonds Outstanding hereunder are, by their express terms, redeemable before maturity by the application of cash deposited pursuant to this Section, the Company covenants that (to the extent that any cash received by the Company for such property, or in payment on account of principal of such obligations, including cash proceeds from the disposition of any of such obligations or of property received by the Company in exchange for any of such obligations, has not theretofore been applied to the purchase or redemption of bonds secured hereby, or is not paid or delivered by the Company to the trustee or other holder of a Prior Lien or a lien prior hereto, under circumstances in which such cash may not be withdrawn and may not be applied for any purpose except to retire Prior Lien Bonds or bonds secured by a lien prior hereto) the Company will deposit cash in an amount equal to the cash theretofore or then received by the Company for said property (including cash equivalent to any proceeds of said property theretofore withdrawn under the provisions of Section 61 hereof -which cash shall for the purposes of this Indenture be deemed to be cash replaced-and including cash received on account of principal or such