

to be sold, stating that such property is not subject to the lien hereof, and stating that the purchaser has requested a written disclaimer or quit claim by the Trustee, and as to compliance with conditions precedent; and

(2) an opinion of counsel stating that such property is not subject to the lien hereof or required to be subjected thereto by any of the provisions hereof, and as to compliance with conditions precedent.

§ 6.07. In case the mortgaged property shall be in the possession of a receiver or trustee, lawfully appointed, the powers hereinbefore in this Article 6 conferred upon the Company with respect to the sale or other disposition of the mortgaged property may be exercised, with the approval of the Trustee, by such receiver or trustee, notwithstanding that the Company may be in default, and any request, certificate or appointment made or signed by such receiver or trustee for such purposes shall be as effective as if made by the Company or the Board of Directors of the Company or any of its officers or appointees in the manner herein provided; and if the Trustee shall be in possession of the mortgaged and pledged property under any provision of this Indenture, then such powers may be exercised by the Trustee in its discretion, notwithstanding that the Company may be in default.

§ 6.08. The Trustee, subject to the provisions of § 15.02 and § 15.03, may in its absolute discretion (but shall not be bound to) execute any release or consent under the provisions of § 6.01 to § 6.05, inclusive, notwithstanding that interest on any Bonds then outstanding shall be due and unpaid or that a default exists.

§ 6.09. No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Trustee to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority, or to see to the application of any consideration paid by such purchaser. Nor shall any purchaser of machinery or equipment or tools or implements or materials or supplies be under obligations to ascertain or inquire

thereafter be withdrawn, used or applied in the manner, to the extent and for the purposes and subject to the conditions provided in § 7.02 hereof. For the purposes of § 8.04, if then in effect, the fair value or value, as the case may be, of all property so taken, purchased or sold shall be deemed to be an amount equal to such proceeds. The Trustee shall, upon receipt of an application of the Company, release or give its consent in writing to any taking, purchase or sale of any such property, in connection with any proceeding for the taking of any of the property subject to the lien of this Indenture through the exercise of the power of eminent domain or in exercise of any right to purchase or designate a purchaser, or to order a sale, as above referred to, or any sale in lieu and in reasonable anticipation of any such event, if furnished with a certificate signed by an engineer (or an independent engineer, in case the fair value of the property in question and of all other property or securities released since the commencement of the then current calendar year, as set forth in the certificate required pursuant to this provision, and any similar certificates pursuant to this provision and any other sections of Article 6, is \$100,000 or more) stating that in his opinion the fair value of the property in question, as of the date of the application, is not in excess of the proceeds to be deposited with the Trustee hereunder. If a sale in lieu and in reasonable anticipation of any of the aforesaid events is involved, the Trustee shall be furnished an engineer's or independent engineer's certificate as aforesaid, which certificate shall also state that in the opinion of the signer such sale and release will not impair the security hereunder in contravention of the provisions hereof.

§ 6.06. In case the Company proposes to sell or has sold any Excepted Property and the purchaser thereof requests the Company to furnish a written disclaimer or quit claim by the Trustee of any interest in such property under this Indenture, the Trustee shall execute such an instrument without substitution of other property or cash upon receipt by the Trustee of

(1) a certificate of the Company reciting the sale or proposed sale, describing in reasonable detail the property sold or