

the requirements of Section 5.01 hereof and upon receiving a certified copy of any order or agreement pursuant to which such abandonment or surrender is made.

If the Company shall not make a Request for such a release, it nevertheless shall deliver to the Corporate Trustee (a) an Officers' Certificate describing any property to be abandoned or any franchise or portion thereof to be surrendered, and (b) an Opinion of Counsel that such abandonment or surrender is of the type described in the foregoing paragraph of this Section 5.03, together with a certified copy of any requisite approval of the Interstate Commerce Commission or of any other order or agreement pursuant to which such abandonment or surrender is made.

The Company shall have full power, in its discretion and without notice to or action by the Trustees, to sell, donate, exchange for other property or otherwise dispose of, free from the lien of this Indenture, any property so abandoned, but any cash or other consideration received on the disposition thereof shall (subject to the requirements of any Prior Lien Indenture) be delivered to the Corporate Trustee.

SECTION 5.04. Should any of the trust estate be taken by exercise of the power of eminent domain or should any governmental body or agency exercise any right which it may have to purchase any part of the trust estate, the Trustees, without requiring compliance with any of the provisions of any of the other Sections of this Article Five, shall release the property so taken or purchased upon receipt by the Corporate Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such property has been taken by exercise of the power of eminent domain or purchased by a governmental body or agency in the exercise of a right which it had to purchase the same, and in each case, subject to the provisions of any Prior Lien Indenture, upon receipt by the Corporate Trustee of any consideration received by the Company for the portion or portions of the trust estate so to be released or upon the making of arrangements satisfactory to the Corporate Trustee for the subsequent receipt by it of such consideration.

SECTION 5.05. The Company may at any time, provided that either the general integrity of, and continuity between principal points then served by, its lines will not be broken thereby or the security for the Bonds will not be adversely affected to a material degree thereby, make any change in loca-