

pany, as the case may be, of the consideration to be received therefor (which consideration must consist of cash, purchase money obligations or real or tangible personal property), *provided, however*, that the Company shall not make any sale pursuant to this Section not permitted by Divisions D, E and J of Section 5.10; and, if no Event of Default has occurred and is continuing to the knowledge of the Trustees, (i) the Trustees shall release the same from the lien of this Indenture upon receipt by the Trustees of an Officers' Certificate, an Opinion of Counsel, a resolution adopted by the Board of Directors and such other documents, if any, as may be required by the Trustees and covering such matters as may, in their sole discretion, be specified by the Trustees, *provided* that the Trustees shall not release any property pursuant to this clause (i) if the fair market value thereof and of all property theretofore so released by the Trustees shall exceed \$250,000 in the aggregate in any calendar year, and (ii) if the provisions of clause (i) above are not applicable, the Trustees shall release such property from the lien of this Indenture only upon the written waiver or consent of the holders of not less than 66 $\frac{2}{3}$ % in aggregate principal amount of the Bonds at the time outstanding, and, as a further condition to the release in each such case, the receipt by the Trustees of the cash included in such consideration, the purchase money obligations included therein together with appropriate instruments of assignment and, to the extent tangible property shall have been included in such consideration and is not being subjected to the lien of this Indenture, cash in an amount equal to the fair value thereof.

All moneys received by the Trustees pursuant to this Section shall be held and disposed of as provided in Section 7.05. All purchase money obligations deposited with the Trustees pursuant to this Section shall be held by the Trustees as a part of the Trust Estate and the Trustees shall collect all moneys paid on the principal thereof and the Trustees shall hold and dispose of the same as provided in Section 7.05. The Company shall be entitled, upon Request, to receive the interest on such purchase money obligations so long as no Event of Default has occurred and is continuing to the knowledge of the Trustees. Any such purchase money obligations and/or the purchase money mortgage securing such obligations may be released from the lien of this Indenture by payment by the Company to the Trustees of an amount in cash equal to the unpaid principal amount of such purchase money obligations.