

ditions precedent, and, in the case of the surrender or modification of a franchise, a resolution of the Board of Directors of the Company authorizing such request, the Trustee shall execute any release or consent, which may be therein requested, to confirm any action taken by the Company pursuant to this subdivision (B), in which event the Trustee may, to the extent permitted by § 15.02 and § 15.03, accept as conclusive evidence of compliance with the foregoing provisions the appropriate statements contained in such instruments, and the Trustee in so doing shall be without liability.

§ 6.02. Unless a default exists, the Company may obtain the release of any of the mortgaged property, and the Trustee shall release the same from the lien hereof, upon receipt by the Trustee of

(1) A written request of the Company requesting such release, describing in reasonable detail the property to be released, stating that the Company has sold, exchanged or disposed of, or has agreed to sell, exchange or dispose of, such property, and stating the amount and character of the proceeds to be received by the Company therefor.

(2) A certificate of the Company signed also by an engineer (or an independent engineer, in case the fair value of the property to be released 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 paragraph (2), and any similar certificates pursuant to this paragraph (2) and any other sections of this Article 6, is \$100,000 or more) made and dated not more than ninety (90) days prior to the date of the filing of such written request, stating (a) that the signer has examined the written request furnished to the Trustee pursuant to paragraph (1) above in connection with the release, (b) the then fair value, in the opinion of the signer, of the property to be released, and (c) that such release is, in the opinion of the signer, desirable in the conduct of the business of the Company and will not impair the security under this Indenture in contravention of the provisions hereof.

(3) Cash or purchase money obligations (complying with the limitations hereinafter set forth) and/or, in the case of a

for, or abandon or allow the lapse of, purchase contracts, rights of way, easements or other property or privileges which, by reason of failure or diminution of supply, abandonment of territory, relocation of pipe lines, or for any other reason are no longer advantageous or necessary for the business of the Company, *provided, however*, that if the amount at which such property and all other properties and estate or interests so abandoned or surrendered or allowed to lapse during the same calendar year was originally charged to the fixed property accounts of the Company is ten per centum (10%) or more of the aggregate principal amount of the Bonds at the time out-standing, before such abandonment or surrender or lapse, there shall be furnished to the Trustee an independent engineer's certificate to the effect that neither such operation nor such franchises nor such estate and or interests, as the case may be, are under the circumstances necessary or important for the operation of any system or plant of the Company or that such abandonment or surrender or lapse is advisable for some other specified reason, and in either case that such abandonment or surrender or lapse will not be prejudicial to the interests of the holders of the Bonds and will not impair the security afforded by this Indenture in contravention of the provisions hereof;

provided, however, that the Company either (i) shall apply any proceeds, received by the Company for or in connection with any disposition of property by the Company under this subdivision (B), in acquiring, or in reimbursing itself for, other property, not theretofore funded, not necessarily of the same character, but of a value at least equal for the purposes of the mortgaged property to that of the property disposed of, which other property shall forthwith become subject to the lien of this Indenture, or (ii) if and to the extent that such net proceeds are not so applied within eighteen (18) calendar months after the receipt thereof, shall pay such net proceeds to the Trustee (unless by the terms of any prior lien, such net proceeds are required to be and are applied to reduce, discharge or secure the obligations secured by any such prior lien), to be held and applied by the Trustee pursuant to the provisions of Article 7 hereof. Upon receipt by the Trustee of a written request of the Company, and a certificate of the Company and an opinion of counsel as to compliance with con-