

as otherwise provided in this Indenture, in the case of any release of any property or securities, if the Fair Value thereof as set forth in the Current certificate or opinion required by this Section 10.04 is less than \$25,000 or less than 1% of the aggregate principal amount of the Outstanding Bonds.

Section 10.05. If the Company has, or has caused to be, sold, exchanged or otherwise disposed of any property not included under the Lien of this Indenture, and the Company requests the Trustees to furnish a written disclaimer or quitclaim of any interest in any such property under this Indenture, the Trustees shall execute such instrument upon delivery to the Corporate Trustee of the following:

(A) An Application informing the Trustees of the sale, exchange or other disposition made or proposed to be made and describing in reasonable detail the property affected thereby, stating that such property is not included under the Lien of this Indenture; and

(B) An Opinion of Counsel stating that the property described in the aforesaid Application is not subject to the Lien of this Indenture.

The foregoing documents furnished pursuant to this Section 10.05 shall constitute full authority to the Trustees to execute such disclaimer or quitclaim and the Trustees in so doing shall not be liable to the Company, any Consolidated Subsidiary, any of the Bondholders or any other person.

Section 10.06. In case the Mortgaged and Pledged Property, or any portion thereof, shall be in the possession of a receiver or trustee, lawfully appointed, the powers hereinbefore conferred upon the Company with respect to the release of property subject to the Lien of this Indenture may, subject to the satisfaction of the conditions herein set forth, be exercised by such receiver or trustee, and an instrument, request or certificate signed by such receiver or trustee shall be deemed the equivalent of an instrument, an Application or an Officers' Certificate of the Company, when such is required by the provisions of this Article; and if the Trustees, or either of them, shall be in possession of the Mortgaged and Pledged Property, or any portion thereof, under any provision of this Indenture, then such power may be exercised by the Trustees, or either of them, in their, its or his discretion.

Section 10.07. The Trustees shall execute any release, consent, disclaimer or quitclaim under the provisions of Section 10.02, Section 10.03 or Section 10.05 hereof, notwithstanding the fact that a Default or an Event of Default shall have occurred and be continuing, and the Trustees may in their absolute discretion (but shall not be obligated to) execute any release or consent under any of the other provisions of this Article 10, notwithstanding that at the time a Default or an Event of Default shall have occurred and be continuing.

Section 10.08. Sections 10.02 and 10.03 hereof shall not be construed as being in limitation of one another, but as separate and independent methods of releasing or disposing of properties subject to the Lien of this Indenture.

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