

which shall be attached to such Certificate), and stating the facts on the basis of which such surrender, release, transfer or reassignment will be in compliance with *paragraph (A) or (B) of § 7.02(g)* as well as any further facts on the basis of which the provisions of said Sales Contract and Operating Agreement or said Assignment Contract require or permit such surrender, release, transfer or reassignment, and upon the filing with the Trustee of an Opinion of Counsel conforming to the Opinion of Counsel required under § 7.02(g), the Trustee shall execute and deliver to the Company a release from the lien of this Indenture of the leases, leaseholds, interests or rights therein specified in such Officers' Certificate. If the Company shall have received or is to receive any cash or property by reason of such surrender, release, transfer or reassignment the Officers' Certificate shall so state and, in such event, such cash or property shall be deposited with or assigned to the Trustee as part of the trust estate.

§ 8.08. The Trustees shall not be required under any of the provisions of this *Article 8* to release any part of the mortgaged property from the lien hereof at any time when the Company shall be in default hereunder, but notwithstanding any such default the Trustees may release from the lien hereof any part of the mortgaged property, upon compliance by the Company with the other conditions specified in this *Article 8* in respect thereof, if the Trustee in its discretion shall deem such release for the best interest of the Bondholders. In case the trust estate shall be in the possession of one or more receivers lawfully appointed or of a trustee in bankruptcy or reorganization proceedings (including a trustee or trustees appointed under the provisions of Chapter X of the Bankruptcy Act) or of assignees for the benefit of creditors, the powers by this *Article 8* conferred upon the Company may be exercised by such receivers, trustees or assignees, with the approval of the Trustee, regardless of whether or not the Company is in default hereunder, and in such event a writing signed by such receivers, trustees or assignees may be received by the Trustee in lieu of any certified resolution required by the provisions of this *Article 8*, and such receivers, trustees or assignees may make any