

other moneys in the hands of the Trustee available for the redemption of bonds, there will be moneys sufficient in amount to pay all of the expenses and charges due the Trustees and to redeem all bonds "outstanding hereunder" at the prices specified in Section 5 of Article Eleven;

(iv) stating that the officer of the Company signing such certificate does not know of any default on the part of the Company in the performance of any of the covenants agreements or provisions of this Indenture;

(v) if any "property additions" are set forth in such certificate, briefly describing them, and if from the "opinion of counsel" responsive to (e) of this Section it appears that such "property additions" are subject to any "permitted encumbrances", that such "permitted encumbrances" do not impair the use of the property to which they pertain for the purposes for which such property is held or to be held by the Company;

(c) All moneys stated in said certificate to be or to have been received in consideration for any property for the release of which request is made, or to the extent that such moneys constitute the consideration for property subject to an "underlying mortgage", which, by its terms, are required to be paid to or deposited with its mortgagee or trustee, a receipt by such mortgagee or trustee for such moneys, the Company covenanting, agreeing and directing that upon the satisfaction or release of such "underlying mortgage", any such money remaining in the possession or control of such mortgagee or trustee, to which the Company may be entitled, shall forthwith be deposited with the Trustee;

(d) Such deeds, bills of sale, supplemental indentures, or other instruments of conveyance as may be necessary or proper to subject to the lien of this Indenture any property received in exchange for property released;

(e) An "opinion of counsel" stating

(i) that the instruments of conveyance above mentioned are sufficient to, and no other documents are required to subject to the lien of this Indenture any property received in exchange for property released, and that all of the property received in exchange will, upon such acquisition, be subject to no liens in addition to the lien of this Indenture except "permitted encumbrances";

(ii) if any part of the consideration for property so to be released has been or is to be paid to or deposited with the mortgagee or trustee of an "underlying mortgage" that such consideration is required by such "underlying mortgage" to be paid to or deposited with such mortgagee or trustee;

(f) Either (i) a certificate constituting evidence of the authorization, approval or consent of any governmental body at the time having jurisdiction in the premises to the sale or exchange of the property to be released, the consideration to be received therefor and the acquisition of any property constituting any part of such consideration, together with an "opinion of counsel" that the same constitutes sufficient evidence thereof and that the authorization, approval or consent of no other governmental body is required; or (ii) an "opinion of counsel" that no authorization, approval or consent of any governmental body is required.

Section 5. In favor of every purchaser from the Company, and of every person claiming any interest by, through or under the Company every release of property from the lien of this Indenture by the Trustees under the provisions of this Article shall be valid, and no such purchaser or person need inquire as to the power or authority of the Trustees to make any such release, or see to the application of the purchase money.

Section 6. In case the "mortgaged property" shall be in the possession of a receiver or trustee lawfully appointed, the powers in and by this Article conferred upon the Comp-