

Except as otherwise provided in Article VII of this mortgage no part of the capital stock or other securities of any Subsidiary pledged hereunder shall be released from the lien of this Mortgage unless the entire capital stock and all other securities of such Subsidiary pledged hereunder are simultaneously released. The Trustee shall not consent to any such release until it shall have received a written opinion of two persons, selected by it and paid by the Company and in the Trustee's opinion disinterested and competent, that the release of the securities of such Subsidiary from the lien hereof will not diminish or impair the security of the bonds issued hereunder, and also a certificate of an engineer or firm of engineers to be selected by the Trustee stating that the consideration to be received by the Company and pledged hereunder in substitution for such securities of such Subsidiary will be not less than the value of the securities to be released.

The resolutions, certificates, instruments and opinions hereinbefore provided for, shall be full warrant and authority to the Trustee for making any such release; but before making any such release the Trustee may, in its discretion, and shall, if requested in writing so to do by the holders of not less than ten per cent in amount of the outstanding bonds and furnished with security and indemnity satisfactory to it, cause to be made such independent investigation as it may see fit, and, in that event, may decline to take action unless satisfied by such investigation of the truth and accuracy of the matters so investigated. The expense of any such investigation shall be paid by the Company, or if paid by the Trustee, shall be repaid by the Company upon demand, with interest after demand at the rate of six per cent per annum.

Any new property acquired by the Company by exchange or purchase, to take the place of any property released hereunder, shall forthwith and without further conveyance become subject to the lien of and be covered by this Mortgage; but if requested by the Trustee the Company shall convey the same to the Trustee by proper deeds upon the trusts and for the purposes of this Mortgage.

Section 3. If any property is taken by condemnation proceedings, the Trustee may accept any award made therein, if approved by the Company as representing its full value, and, if requested by the Company by resolution of its Board of Directors if such award is accepted by the Trustee, it shall execute and deliver a release of the property so taken upon receipt of it of the consideration therefor, unless some other disposition thereof is required under some underlying mortgage. In any such proceedings the Trustee may be represented by counsel, who may be of counsel to the Company.

Section 4. No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Trustee to execute the release or to inquire as to any facts required by the provisions hereof for the exercise of such authority; nor shall any purchaser of machinery or equipment be under obligation to ascertain or inquire into the occurrence of the event on which any such sale is hereby authorized.

Section 5. In case the mortgaged property shall be in the possession of a receiver, the powers hereinbefore conferred upon the Company with respect to the sale or other disposition of property covered hereby may be exercised by such receiver; and if the Trustee shall be in possession of the mortgaged property under any provision of this Mortgage, then such powers may be exercised by the Trustee in its discretion.

ARTICLE X.

Application of money received by the Trustee.

All moneys received by the Trustee as proceeds of released property or of property taken by the power of eminent domain or as insurance money and all other moneys re-