ject to the lien hereof and to require and enforce performance of all such contracts, without consent of, or action by the Trustee, but the Trustee shall if the Company shall so request in an officers' certificate filed with the Trustee, deliver to the Company suitable orders in favor of the Company or its nominee or nominees for the payment of all sums and performance of all acts and things under such contracts. Such orders shall be expressed to be revocable by the Trustee whenever the Company shall no longer be entitled to the possession of the trust estate hereunder. Whenever the Company shall no longer be in possession of the trust estate, the Trustee, or any receiver or trustee in bankruptcy, or other person who shall rightfully be in possession of the trust estate, may collect and retain all sums due under and require and enforce the performance of any and all contracts.

So long as the Company is not in default in the payment of the principal of or interest on any of the Bonds, the Company shall have the right, on the conditions set forth in this paragraph, to modify, amend, supplement, cancel or replace any contract which is subject to the lien hereof, provided that the Company shall forthwith pledge, assign to and mortgage with the Trustees its right, title and interest under any contract or contracts which may be entered into in modification, amendment or replacement of, or which may be supplementary to, the aforesaid contract and pay and deliver to the Trustee any money, and pledge and mortgage with the Trustees any property, received by the Company as consideration for such modification, amendment, supplement, replacement or cancellation, to be held as part of the trust estate; and provided, further, that in the event of any material modification or amendment of, or any material supplement to, or any cancellation or replacement of, any such contract, the Company will forthwith deliver to the Trustee an officers' certificate setting forth the substance of any such modification, amendment or supplement and stating that in the opinion of the signer the modification, amendment, or supplement, cancellation or replacement of such contract is desirable in the business of the Company and will not be prejudicial to the holders of the Bonds. The Company may take the action provided for in this paragraph without further release or consent of the Trustees in all cases but such consent shall be given by the Trustees if requested to do so by an application of the Company filed with the Trustee.

The filing by the Company from time to time of any changes in its tariff on file with the Interstate Commerce Commission or with any other regulatory authority having jurisdiction over the Company's rates, whether such filing is made at the order or direction of such Commission or regulatory authority or otherwise, shall not be deemed to be a material modification or amendment of, or any material supplement to, or any cancellation or replacement of, any contract within the meaning of the preceding paragraph. No provision of the preceding paragraph shall be deemed to apply to any modification, amendment, supplement, cancellation or replacement of any contract subject to the lien hereof if such modification, amendment, supplement, cancellation or replacement has been ordered, directed or required by an order of the Interstate Commerce Commission or any state or other governmental authority having jurisdiction in the premises; provided, however, that there shall be filed with the Trustee the order or other instrument requiring such modification, amendment, supplement, cancellation or replacement and an opinion of counsel stating that such order is a valid order of the regulatory authority issuing it and that the modification, amendment, supplement, cancellation or replacement complies with and does not exceed the requirements of such order or other instrument.

Whenever the Company shall be in default in the payment of the principal of or interest on any of the Bonds, it may, so long as it shall be in possession of the trust estate, perform the acts specified in this § 8.02 upon the conditions herein stated, only with the written approval and consent of the Trustee, which the Trustee shall give upon receipt of a written request of the Company filed with the Trustee requesting such approval and consent and of an independent engineer's certificate filed with the Trustee stating that in the opinion of the signer the requested action is desirable in the business of the Company and will not be prejudicial to the holders of the Bonds. Whenever the Company shall no longer be in possession of the trust estate, the rights of the Company under this § 8.02 may, upon the conditions herein stated, be exercised by the Trustee or by a receiver or trustee in bankruptcy or other person rightfully in possession of the trust estate.