

MORTGAGE RECORD 75

by the Company and delivered to the Trustees, and the Company will forthwith cause such supplemental indenture or indentures to be duly filed and/or recorded in such manner as may be required or permitted by law in order to perfect the lien of this Indenture thereon. The provisions of this Section are in addition to, and not in limitation of, the provisions of Sec. 7.19.

ARTICLE 8

Concerning Subsidiaries and Pledged Securities

Sec. 8.01. The term "pledged securities" means any and all certificates of stock, bonds, notes or other evidence of indebtedness of any one or more subsidiaries or other corporations which shall at any time hereafter be deposited with the Corporate Trustee under any provision of this Indenture.

Sec. 8.02. Certificates for all the shares of stock which shall at any time hereafter be pledged under this Indenture, or intended so to be, shall be delivered to the Corporate Trustee, duly endorsed in blank for transfer, or accompanied by an assignment or assignments sufficient to transfer the title thereof to the Corporate Trustee hereunder, or to the nominee or nominees of the Corporate Trustee. The Corporate Trustee may at any time cause to be transferred into its name, as Corporate Trustee hereunder, any or all shares of stock pledged hereunder, certificates for which shall have been delivered to it, or in its discretion may hold such shares in the name of the registered holder or holders thereof at the time of such pledge and delivery, or in the name of a nominee or nominees of the Corporate Trustee, provided that the same be endorsed in blank or be accompanied by proper instruments of assignment in blank, duly executed by such registered holder or holders. All bonds or other securities pledged hereunder, or intended so to be, shall be delivered to the Corporate Trustee in such form that the same shall be transferable and deliverable by the Corporate Trustee. The Corporate Trustee may in its discretion cause any bonds or other securities pledged hereunder and delivered to it to be registered in its name, or in the name of its nominee or nominees.

Sec. 8.03. The Corporate Trustee may do whatever may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of any corporation, stock of which shall be pledged hereunder, and for such purposes may from time to time sell, assign, transfer and deliver so many shares of the stock of the several corporations as may be necessary to qualify persons to act as directors of or in other official relation to such corporations. Whenever the Company, not being in default under this Indenture to the knowledge of the Corporate Trustee, shall in writing so request, the Corporate Trustee shall assign and transfer to the persons designated by the Company a sufficient number of shares of the stock of any corporation, which shall then be held hereunder, to qualify such persons to act as directors of, or in any official relation to, such corporation; provided, that in every case the Corporate Trustee shall make such arrangements as it shall deem expedient for the protection of the trust hereunder in respect of the shares of stock so assigned and transferred, and in such case, in its discretion, may require the person or persons to whom such shares are transferred to agree, on such terms and for such price as may be agreed upon between the Corporate Trustee and such persons, to retransfer the same and deliver the certificates therefor to it under and subject to this Indenture, and may make such other arrangements as may be necessary in its opinion for the protection of the trust hereby created.

Sec. 8.04. Unless and until an event of default, as defined in Sec. 10.02, shall happen and be continuing, or the Company shall be in default in the payment of interest on any of the Bonds, the Company shall be entitled to receive all dividends paid in cash (except out of capital as defined in Sec. 8.05) on all shares of stock which shall be pledged under this Indenture, and to receive all interest paid in cash upon bonds or other securities pledged under this Indenture; and from time to time, upon the written request of the Company, the Corporate Trustee shall deliver to the Company suitable orders in favor of the Company, or its nominee or nominees, for the payment of such dividends and interest in order that the Company may receive payment thereof for its own use, and the Company may collect such dividends and interest by legal proceedings in any manner which shall not be in violation of the provisions of this Indenture. In case any dividend shall be declared upon any shares of stock pledged hereunder, which shall be in the form of scrip or other obligations payable in cash, such scrip or other obligations shall be received by the Corporate Trustee and held as a part of the trust estate until the same shall be paid in cash; but, when the same shall be paid in cash, the amount paid or collected in respect thereof shall be deemed to be a cash dividend. The Corporate Trustee may assume, unless notified in writing to the contrary, that any and all dividends received upon any shares of stock pledged under this Indenture are paid out of net earnings.

Sec. 8.05. All sums which shall be paid or distributed upon or in the course of the dissolution, liquidation or winding up of any corporation, any shares of the capital stock of which shall be pledged hereunder, or which shall be in any way paid out of the capital of any such corporation, or which shall be paid or distributed on account of the principal of any obligations pledged hereunder, shall be paid and delivered to and received by the Corporate Trustee and may be paid out and applied by said Trustee as provided in Sec. 4.09.

Sec. 8.06. In case a stock dividend is declared by any corporation, any stock of which shall be pledged hereunder, any additional stock to which the holders of the stock pledged hereunder would then be entitled, shall be delivered to and received by the Corporate Trustee, and by it held as part of the trust estate. Any rights or subscription privileges accruing to holders of stock pledged hereunder may be exercised by the Company so long as it is not in default hereunder, provided that any additional stock purchased on account of such rights or subscription privileges shall be thereupon immediately pledged hereunder.

Sec. 8.07. Unless and until an event of default, as defined in Sec. 10.02, shall happen and be continuing, the Company shall have the right to vote upon or consent with respect to all shares of stock at the time pledged under this Indenture for all purposes not contrary to the covenants herein contained or otherwise inconsistent with the provisions or purposes of this Indenture, with the same force and effect as though such shares were not subject to this Indenture; and from time to time while the Company is so entitled to vote and consent, upon the written request of the Company, the Corporate Trustee shall forthwith execute and deliver or shall cause to be executed and delivered to the Company, or to its nominee or nominees, suitable powers of attorneys or proxies to vote upon any of the shares of such stock which shall have been transferred into the names of the Corporate Trustee, or its nominee or nominees. The Corporate Trustee shall be protected in the giving of any proxy or proxies or powers of attorney to the Company hereunder, if upon the face thereof such proxy or proxies or powers of attorney shall contain a statement that they shall not be used inconsistently with the provisions or purposes of this Indenture; provided, however, that the Corporate Trustee shall not execute or cause to be executed any proxy, power of attorney or consent which by its terms permits the use of the voting power in respect of any of the shares of stock pledged hereunder for the purpose of authorizing the consolidation or merger of any subsidiary with or into any other corporation, unless provision satisfactory to the Trustees shall have been made insuring compliance by the Company with the provisions of Sec. 8.11 or Sec. 8.12, whichever may be applicable. The Trustees shall not be responsible for any abuse or mistake in the use or construction of such proxy or power of attorney.

Sec. 8.08. In case (1) at any time any corporation, any securities of which shall be pledged under this Indenture shall be dissolved or liquidated, or in case (2) all or part of the property of such corporation shall be sold at any judicial or other forced sale, then in any such event, if the property of such dissolved corporation shall be sold, can be acquired by crediting on the securities of such corporation held by the Corporate Trustee hereunder any sum accruing or to be received thereon out of the proceeds of such property, and by paying not more than ten per cent (10%) of the price of such property in cash (or more than ten per cent if the Company or the holders of a majority in amount