

a written request of the Company so requesting without substitution and notwithstanding anything elsewhere contained in this Indenture.

(c) Whenever the trustee under any prior lien shall have cash available (other than as provided in (b) above) for the retirement of prior lien debt pledged hereunder, the Trustee shall, on receipt of a written request of the Company, unless the Company shall be in default in the payment of the interest on any Bonds then outstanding or an event of default exists, offer all or a part of any such prior lien debt to absorb all or any part of such cash held by the trustee under such prior lien and to be used for such purpose, at any price (not less than the principal amount thereof in the case of refundable debt) stated in such request, and, if the Company shall be in default in the payment of the interest on any Bond then outstanding or an event of default exists, the Trustee may so offer such prior lien debt at any price (not less than the principal amount thereof in the case of refundable debt) that the Trustee may determine. As and when, pursuant to the provisions of this paragraph (c), any of such prior lien debt shall be sold to the trustee under any such prior lien or whenever any of such prior lien debt shall be called for redemption or is to be paid out of any such cash the Trustee shall, upon payment to the Trustee of the amount due, surrender such prior lien debt to the trustee under such lien, upon receipt of a certificate of such trustee or other evidence satisfactory to the Trustee that such prior lien debt will be cancelled or will be held by such trustee on such terms and conditions that the same will not be outstanding as defined in § 1.04(y). Such cash received by the Trustee in payment of any such pledged prior lien debt so surrendered shall be treated as Funds in Escrow and be paid over or applied pursuant to § 7.02.

(d) Whenever all prior lien debt of any one issue (except any lost or destroyed bonds for which satisfactory indemnity shall have been given and as to which the Trustee shall have received a certificate to that effect of the trustee under the lien securing said prior lien debt) shall have been deposited pursuant to Subdivision (B) of § 3.04 or § 3.06 or any other pro-

vision of this Indenture authorizing or permitting the same to be treated as provided in this § 8.06 or if not so deposited shall have been cancelled or paid in full (as to both principal and interest) and delivered to the Trustee, or whenever the Trustee shall receive a certificate of the trustee, if any, under such prior lien, or other evidence satisfactory to the Trustee, that all prior lien debt of the issue in question not pledged hereunder has been deposited with such trustee, on such terms and conditions that the same will not be outstanding as defined in § 1.01(y), or paid and/or cancelled, or provision has been duly made for the payment of such debt, the Trustee, if advised by counsel that no lien or encumbrance on the same property which is junior to the lien of the prior lien securing such deposited debt and prior to the lien of this Indenture, other than permitted liens as defined in § 1.01(t) outstanding, and that such action will not in any way impair the security of the Bonds issued hereunder, shall, upon receipt of a written request of the Company, and containing the statements required by § 5.14, surrender all prior lien debt of such issue deposited with it to the trustee, if any, under the lien securing the same for cancellation and shall request said trustee to discharge the prior lien securing said debt, and/or take such other action as may, in the opinion of such counsel, be necessary or proper to secure the cancellation of such prior lien debt and the discharge of such prior lien.

§ 8.07. In case at any time (1) any corporation any securities of which shall be pledged under this Indenture, shall be dissolved or liquidated, or (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 or liquidated corporation, or the property sold, can be acquired by crediting on the securities of such corporation held by the 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 centum (10%) of the price of such property in cash (or

more than ten per centum (10%) if the Company or the holders of a majority in amount of the Bonds outstanding hereunder shall so request), the Trustee in its discretion may, and if requested in writing by the Company or by the holders of a majority in amount of the Bonds outstanding hereunder and if provided with the amount of cash necessary therefor shall, purchase or cause to be purchased such property, and shall use such securities, in so far as may be, to make payment for such property, and, in case of any such purchase, the Trustee shall take such steps as it may deem proper to cause such property to be vested either in the Company and made subject to this Indenture (except that properties of the character excepted from the lien hereof need not be subjected to the lien hereof), as a first lien thereon, subject only to permitted liens and to liens existing thereon at the time of such purchase, or be vested in some other corporation organized or to be organized with power to acquire and manage such property, as the Company may deem advisable, provided, however, that in the latter case all of the securities of such other corporation (except the number of shares required to qualify directors) shall be pledged under this Indenture.

§ 8.08. The Trustee may at any time take such steps as in their discretion they shall deem advisable to protect their interests and the interests of the bondholders hereunder in respect of any securities comprising any part of the trust estate, and may, and shall if so requested by the holders of seventy-five per centum (75%) in principal amount of the Bonds at the time outstanding hereunder or (unless the Company shall be in default in the payment of the interest on any Bonds then outstanding or there shall exist an event of default), by the Company, and indemnified to its satisfaction, join in any plan of reorganization or readjustment in respect of any such shares of stock and

bonds or other securities, and accept new securities issued in exchange therefor on reorganization or readjustment.

§ 8.09. Any corporation, shares of the capital stock of which shall at any time be pledged hereunder, may be consolidated with or merged into, or may transfer its properties as an entirety to the Company, provided that all of such properties, except properties of the character excepted from the lien hereof, shall immediately upon such consolidation, merger or transfer, be subjected to this Indenture as a first lien thereon, subject only to permitted liens and to liens existing thereon at the time of such consolidation or merger or transfer, and provided, further, that in case of the consolidation of any such corporation with the Company, the provisions of Article 11 shall be complied with.

Upon the consummation of any such consolidation, merger or transfer, the pledged shares of stock of any such corporation shall be surrendered to or on the order of the Company and any bonds or other obligations of any such corporation (except bonds of such corporation which in the opinion of counsel are secured by a lien prior to the liens, if any, subject to which the properties shall have been subjected to this Indenture as aforesaid) shall forthwith be released by the Trustee and be surrendered to the Company for cancellation, provided there shall have been delivered to the Trustee a supplemental indenture, and opinion of counsel as above provided.

§ 8.10. Nothing in this Indenture contained shall prevent the consolidation or merger of any corporation shares of the capital stock of which shall be pledged under this Indenture, with or into any other corporation (other than the Company); provided, however, (1) that the whole consideration payable, distributable or deliverable on account of the securities pledged hereunder, or to the owners