

128

thereof, shall become subject to the lien of this Indenture, and shall be pledged hereunder in like manner as the securities previously so pledged, and (2) that the security afforded by this Indenture shall not thereby be impaired or prejudiced. The capital stock of any corporation any of whose stock shall be pledged hereunder may for the purpose of carrying out any transaction authorized by the foregoing provisions of this § 8.10 and as a part of such transaction be increased or decreased as much as may be necessary therefor. There shall be delivered to the Trustee prior to the consummation of any such consolidation or merger a certificate of the Company containing the statements required by § 5.14, describing the consideration payable, distributable or deliverable on account of the securities pledged hereunder and an opinion of counsel containing the statements required by § 5.14, stating that the security afforded by this Indenture will not be impaired or prejudiced by any such consolidation or merger, and the Trustee shall be fully protected in relying upon such certificate and opinion. As used in this § 8.10, the expression "consolidation or merger" shall include a sale or other transfer of the properties of a corporation as an entirety to another corporation. The Trustee is hereby authorized to give such written consents as may be necessary or appropriate in the opinion of counsel to the accomplishment of any such consolidation or merger.

Upon the consummation of any such consolidation, merger or transfer, the Trustee shall surrender to the corporation resulting from such consolidation or merger, or to which such transfer shall have been made, for cancellation, the pledged securities of the corporations which were parties thereto (other than bonds, notes or other obligations which, in accordance with the terms of such merger or consolidation, are to remain outstanding as obligations of the result-

129

ing corporation), and shall receive in lieu thereof the consideration payable, distributable or deliverable on account of the securities so surrendered.

§ 8.11. The Trustee may vote any of the shares of stock pledged with it hereunder and may do any and all things proper to carry into effect the purposes of § 8.08, § 8.09 and § 8.10; and in order to facilitate any such consolidation, merger or transfer, the Trustee may, upon the written request of the Company, transfer into the name of the Company or its nominee or nominees, with such restrictions as it may deem sufficient for the protection of the holders of the Bonds, the shares of stock of any corporation about to be consolidated or merged or to make such transfer, which shall then stand in the name of the Trustee or its nominee or nominees.

§ 8.12. Subject only to the specific voting rights and restrictions authorized and contained in this Indenture, and to the actual exercise by the Company of its rights in respect thereof, conferred by this Indenture, the Trustee shall have and may exercise all the rights of owner in respect of any shares of stock, bonds or other securities held by the Trustee under this Indenture or in any manner whatsoever upon the trusts hereof.

ARTICLE 9.

BONDHOLDERS' LISTS AND REPORTS BY THE COMPANY AND THE TRUSTEE.

§ 9.01. The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee, on or before January 20 and July 20 in each year, beginning with the year 1947, and at such other times as the Trustee may request in writing, a list in such form as the Trustee

130

may reasonably require containing all the information in the possession or control of the Company or of its paying agents, as to the names and addresses of the holders of Bonds outstanding under the Indenture obtained since the date as of which the next previous list, if any, was furnished. Any such list may be dated as of a date not more than 20 days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date.

§ 9.02. (a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of Bonds outstanding under the Indenture (1) contained in the most recent list furnished to it as provided in § 9.01, (2) received by it in the capacity of paying agent under this Indenture, and (3) filed with it within two preceding years pursuant to the provisions of paragraph (2) of subsection (c) of § 9.04. The Trustee may: (1) destroy any list furnished to it as provided in § 9.01 upon receipt of a new list so furnished; (2) destroy any information received by it as paying agent upon delivery to itself as Trustee, not earlier than 45 days after an interest payment date of the Bonds, a list containing the names and addresses of the holders of Bonds obtained from such information since the delivery of the next previous list, if any; (3) destroy any list delivered to itself as Trustee which was compiled from information received by it as paying agent upon receipt of a new list so delivered; and (4) destroy any information received by it pursuant to the provisions of paragraph (2) of subsection (c) of § 9.04, but not until two years after such information has been filed with it.

(b) In case three or more holders of Bonds outstanding under this Indenture (hereinafter referred to as "applicants") applying in writing to the Trustee, and furnish to

131

the Trustee reasonable proof that each such applicant has owned one or more Bonds outstanding under this Indenture for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with the other holders of Bonds with respect to their rights under this Indenture or under the Bonds, and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Trustee shall within five business days after the receipt of such application, at its election, either

(1) afford to such applicants access to the information preserved at the time by the Trustee in accordance with the provisions of subsection (a) of this Section; or

(2) inform such applicants as to the approximate number of holders of Bonds whose names and addresses appear in the information preserved at the time by the Trustee, in accordance with the provisions of subsection (a) of this Section, and as to the approximate cost of mailing to such bondholders the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford to such applicants access to such information, the Trustee, shall, upon the written request of such applicants, mail to each bondholder whose name and address appears in the information preserved at the time by the Trustee in accordance with the provisions of subsection (a) of this § 9.02 a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, or the reasonable expenses of mailing, unless within five days after such tender, the Trustee shall mail to such applicants, a written statement to the effect that, in the opinion of the Trustee,