

in every such event, if the property of such company or the property sold can be acquired by crediting on the bonds, notes or other evidences of indebtedness or capital stock held by the Corporate Trustee hereunder, any sum accruing or to be received thereon out of the proceeds of such property, and by paying in cash not more than ten per cent. of the price of such property or such larger sum as shall be authorized by the holders of a majority in principal amount of the bonds hereby secured then outstanding, the Corporate Trustee in its discretion may, and if it shall be requested in writing by the Company or by the holders of a majority in principal amount of the bonds hereby secured then outstanding and shall be provided by them or any of them with the amount of cash necessary therefor (whether such amount be more or less than ten per cent. of the price of such property) shall, purchase or shall cause to be purchased or shall permit the Company to purchase such property, either in the name or on behalf of the Corporate Trustee or of the Company or of purchasing trustees, and it shall use or shall permit the Company to use such bonds, notes or other evidences of indebtedness or capital stock, as far as may be, to make payment for such property. In case of any such purchase, the Corporate Trustee shall take such steps as it may deem proper to cause such property to be vested in the Company, subject to the lien of this Indenture, or if the Company shall so direct, to be vested in some other corporation organized or to be organized with power to acquire and manage said property, provided that all the bonds and other indebtedness and capital stock thereof (excepting the number of shares required to qualify directors) shall be delivered to the Corporate Trustee and subjected to the lien of this Indenture.

The Corporate Trustee, at any time, with the consent of the Company, may join in any plan of reorganization or readjustment in respect of any bonds, notes or other evidences of indebtedness or capital stock subject to the lien hereof, and may accept new securities issued in exchange therefor, or cash paid on account thereof, under such plan and which shall be subject to this Indenture. Any such cash received by the Corporate Trustee shall be paid out or applied as provided in Section 8.12 unless such cash was received in respect of any bonds, notes or other evidences of indebtedness or capital stock of any