

of the capital stock of any such consolidated, merging or purchasing company issued for and in lieu of any stock previously pledged hereunder, shall always bear to the total capital stock of such consolidated, merging, purchasing or transferee company a proportionate relation at least as high as that borne by such previously pledged stock to the total capital stock of such constituent companies. Such portion of said stock of such consolidated, merging, purchasing or transferee company, and also any bonds or other securities issued or cash paid by such consolidated, merging, purchasing or transferee company in exchange for any stock theretofore held by the Trustee, shall be assigned or paid to and deposited with the Trustee, and shall become and be subject to the lien of this Indenture with the same force and effect as if expressly pledged hereunder; and the holders of the bonds secured by this Indenture shall always have and retain, in respect of such portion of such stock, bonds or other securities of such consolidated, merging, purchasing or transferee company, a lien as full and complete as that upon the stock, bonds and other obligations of such constituent companies by reason of the pledge thereof hereunder.

The Trustee may do any and all things proper to carry into effect the purposes of this Section; and in order to facilitate any such consolidation, merger, sale, conveyance, transfer or lease in whole or in part, the Trustee may execute proxies to vote upon deposited stocks or may transfer into the name of the Mortgagor Company or into other names, under such restrictions as it may deem sufficient for the protection of the holders of the bonds secured by this Indenture, the shares of any company about to be so consolidated, merged, sold, conveyed, transferred or leased; but the certificates in the name of the Mortgagor Company shall be forthwith delivered to and held by the Trustee hereunder, and simultaneously the Mortgagor Company shall execute such instrument or instruments as the Trustee shall deem necessary in order to enable it to transfer such shares back into its own name, if at any time it shall deem such a course expedient for the protection of the holders of the bonds hereby secured.

Section 8. All moneys received by the Trustee under any of the provisions of this Article, except as herein otherwise provided, shall be taken, set apart and held in trust by it and appropriated for the purposes and in the manner provided in Section 2 of Article Ten of this Indenture relating to the application of the proceeds of the sale of property released from the lien hereof.

Section 9. Any bonds or other obligations of other corporations at any time held by the Trustee under the terms hereof may at any time and from time to time, at the option of such company and with the consent of the Mortgagor Company, be extended and re-extended as to time of payment or converted into new bonds or other obligations or new stocks of the debtor company, any provision in this Indenture to the contrary notwithstanding; Provided

1. That no such indebtedness shall be converted into capital stock unless the debtor company shall at the time be free from other indebtedness, except for current operating expenses or upon bonds or other obligations secured by mortgages or other liens which take precedence over the indebtedness which it is proposed to convert, or upon bonds or other obligations held by the Trustee under the terms hereof; and