

shall be given a preference in payment over any of said bonds, and shall be paid out of the proceeds of any sale of the mortgaged property, if not otherwise paid by the Company; but the Trustee shall be under no obligation to make such payment unless indemnified to its satisfaction against the expense thereof or furnished with means therefor; provided, however, that the Trustee shall not make any such payment while the Company may in good faith be contesting the validity of the claim upon which such payment would be based.

Section 8. In the event that the Harris Trust and Savings Bank, or its successor hereunder, at any time merges or consolidates with another corporation, the corporation resulting from such merger or consolidation shall thereupon become and be the execution or filing or recording of any instrument and without Trustee hereunder without any action on the part of the Company or the holders of bonds hereunder, anything herein contained to the contrary notwithstanding,

Section 9. Each and every estate, right, title, interest, trust, lien, claim demand, and cause of action expressed or intended by this indenture to be vested in or conveyed to the Trustees shall vest in and be conveyed to and exercised by them and each of them severally as well as jointly; and the Co-Trustee, in the execution of releases or in any other action hereunder, whether discretionary or otherwise, may act by attorney in fact, who may be the Trustee.

ARTICLE X.

DEFEASANCE.

Section 1. Unless and until an event of default shall have occurred, the Company shall be suffered and permitted to retain actual possession and control of all the mortgaged property, and to manage, operate and use the same, and every part thereof with the rights and franchises appertaining thereto, and to collect, receive, take, use, and enjoy the tolls, earnings, income, rents, issues and profits thereof.

Section 2. When all of the bonds and coupons hereby secured shall have been paid or redeemed or the Company shall have fully provided for such payment or redemption and shall have deposited cash with the Trustee the entire amount necessary for such payment or redemption, and shall also have paid, or caused to be paid, all sums accrued and payable hereunder by the Company, then and in that case all the mortgaged and pledged property shall revert to the Company, and the estate, rights, title and interest of the Trustee in respect hereof shall thereupon cease, determine and become void and the Trustees in such case, upon cancellation of all bonds and coupons for the payment of which cash shall not have been deposited in accordance with the provisions of this indenture, shall, upon request of the Company and at the Company's cost and expense, execute and deliver to the Company, or its order proper instrument of acknowledgment of satisfaction of this indenture, and surrender to the Company or its order cash and deposited securities which shall then be held by it hereunder as a part of the mortgaged property. Cash deposited for the payment of bonds and coupons under the provisions of this section shall be held by the Trustee as a special trust fund for the account of the holder or holders of said bonds and coupons, and be applied to the payment of such bonds and coupons upon presentation and surrender thereof; and said bonds and coupons shall not be entitled to any further benefits of this indenture.

ARTICLE XI.

MISCELLANEOUS PROVISIONS.

Section 1. Nothing expressed or mentioned in or to be implied from this indenture, or the bonds issued hereunder, is intended or shall be construed to give to any person or corporation, other than the parties hereto, and the holders of the