

SEC. 3. ALL MONEYS AND PROPERTY AT ANY TIME RECEIVED BY THE COMPANY OR THE TRUST COMPANY IN RESPECT OF ANY OF THE PLEDGED BONDS, WHETHER BY VOLUNTARY PAYMENT OR OUT OF THE PROCEEDS OF THE SALE OF ANY PROPERTY OR OTHERWISE, EXCEPT PAYMENTS ON ACCOUNT OF INTEREST (WHICH SHALL BE DISPOSED OF IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2 OF THIS ARTICLE) SHALL BE DEPOSITED WITH AND HELD BY THE TRUST COMPANY AS A PART OF THE MORTGAGED PROPERTY UNTIL PAID OVER OR APPLIED AS HEREINAFTER PROVIDED, BUT UNLESS THERE SHALL BE SOME CONTINUING DEFAULT THAT SHALL HAVE BEEN DECLARED AGAINST THE COMPANY AS HEREINAFTER PROVIDED, ANY SUCH MONEYS SHALL FOR ALL PURPOSES OF THIS INDENTURE (EXCEPT AS OTHERWISE PROVIDED IN SECTION 8 OF THIS ARTICLE) BE DEEMED TO BE THE PROCEEDS OF RELEASED PROPERTY AND BE APPLIED AND DISPOSED OF IN THE SAME MANNER AND UPON THE SAME CONDITIONS AS THE PROCEEDS OF RELEASED PROPERTY DEPOSITED WITH THE TRUST COMPANY UNDER THE PROVISIONS OF SECTION 1 OF ARTICLE X OF THIS INDENTURE.

SEC. 4. THE TRUST COMPANY SHALL HAVE THE RIGHT IN ITS ABSOLUTE DISCRETION TO CAUSE ANY OF THE PLEDGED BONDS TO STAND REGISTERED IN ITS NAME, OR IN THE NAME OF ITS NOMINEE, OR TO BEARER. THE TRUST COMPANY MAY IN ITS DISCRETION ALSO STAMP ANY OF THE PLEDGED BONDS WITH AN APPROPRIATE NOTATION TO THE EFFECT THAT THEY ARE HELD BY IT UNDER AND SUBJECT TO THE PROVISIONS OF THIS INDENTURE,

SEC. 5. IN SO FAR AS ALL PERSONS AND CORPORATIONS EXCEPT THE COMPANY ARE CONCERNED, THE TRUSTEES SHALL BE DEEMED TO BE THE ABSOLUTE OWNERS OF ALL OF THE PLEDGED BONDS FOR ALL PURPOSES WHATSOEVER, BUT THE TRUSTEES SHALL NOT ^{BE} REQUIRED TO TAKE ANY ACTION LOOKING TOWARDS THE ENFORCEMENT OR PROTECTION OF THEIR RIGHTS WITH RESPECT TO ANY OF THE PLEDGED BONDS UNLESS REQUESTED SO TO DO BY THE COMPANY OR BY THE HOLDERS OF AT LEAST TWENTY-FIVE PER CENTUM IN PRINCIPAL AMOUNT OF THE BONDS ISSUED AND OUTSTANDING HEREUNDER, AND INDEMNIFIED TO THEIR SATISFACTION, BUT THEY MAY IN THEIR DISCRETION AT ANY TIME TAKE ANY ACTION WHICH THEY SHALL DEEM NECESSARY OR CONVENIENT FOR THE PROTECTION OR ENFORCEMENT OF ANY OF THEIR RIGHTS AND INTERESTS AS SUCH OWNERS.

SEC. 6. WHENEVER ALL OF ANY ISSUE OF OBLIGATIONS, EXCEPT THOSE CONSTITUTING A PART OF THE PLEDGED BONDS, SECURED BY A LIEN PRIOR TO THE LIEN OF THIS INDENTURE UPON ANY OF THE MORTGAGED PROPERTY, SHALL HAVE BEEN PAID OR REDEEMED OR SURRENDERED AND CANCELLED, THE TRUST COMPANY SHALL, UPON THE REQUEST OF THE COMPANY EXPRESSED IN A RESOLUTION ADOPTED BY ITS BOARD OF DIRECTORS A CERTIFIED COPY WHEREOF SHALL BE FILED WITH THE TRUST COMPANY, AND UPON RECEIPT OF AN OPINION OF COUNSEL SATISFACTORY TO THE TRUST COMPANY (WHO MAY BE COUNSEL FOR THE COMPANY) THAT THERE ARE NO LIENS INTERVENING BETWEEN THE LIEN SECURING SUCH PLEDGED BONDS AND THE LIEN OF THIS INDENTURE, CANCEL AND SURRENDER ALL THE OBLIGATIONS OF SUCH ISSUE CONSTITUTING A PART OF THE PLEDGED BONDS UPON THE EXECUTION AND DELIVERY OF A RELEASE OF THE MORTGAGE OR OTHER INSTRUMENT SECURING THE SAME. PRIOR TO SUCH CANCELLATION AND SURRENDER, PROVISION SATISFACTORY TO THE TRUST COMPANY SHALL BE MADE FOR THE DELIVERY TO IT OF ALL MONEYS AND/OR THE PROPERTY HELD IN PLEDGE BY THE MORTGAGEE OR TRUSTEE UNDER SUCH MORTGAGE OR OTHER INSTRUMENT.

SEC. 7. IF AT ANY TIME UNDER THE PROVISIONS OF ANY MORTGAGE SECURING ANY OF THE PLEDGED BONDS, THERE SHALL BE APPLICABLE TO THE PURCHASE AND CANCELLATION OF BONDS OR OTHER OBLIGATIONS SECURED BY SUCH MORTGAGE, ANY MONEYS DERIVED FROM INSURANCE OR FROM ANY SINKING FUND OR FROM THE PROCEEDS OF RELEASED PROPERTY OR OTHERWISE, THE