

TRUST COMPANY SHALL, UPON THE WRITTEN REQUEST OF THE COMPANY SIGNED BY ITS PRESIDENT OR VICE-PRESIDENT, OFFER TO THE TRUSTEE OR TRUSTEES UNDER SUCH MORTGAGE FOR SALE AND CANCELLATION ANY OF THE PLEDGED BONDS SECURED BY SUCH MORTGAGE, AT SUCH PRICE OR PRICES, NOT LESS THAN EIGHTY PER CENTUM OF PAR, AS THE COMPANY MAY SPECIFY IN SUCH REQUEST; AND IF THE PLEDGED SECURITIES SO OFFERED ARE PURCHASED SHALL DELIVER THE SAME FOR CANCELLATION UPON RECEIPT OF THE PURCHASE PRICE. ALL MONEYS RECEIVED UPON ANY SUCH SALE SHALL (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 AS IS PROVIDED IN SECTION I OF ARTICLE X OF THIS INDENTURE WITH RESPECT TO THE APPLICATION OF THE PROCEEDS OF RELEASED PROPERTY DEPOSITED WITH THE TRUST COMPANY THEREUNDER.

SEC. 8. IF ANY PLEDGED BOND SECURED BY AN UNDERLYING MORTGAGE SHALL BE REDEEMED OR PURCHASED FROM THE TRUST COMPANY UNDER SECTION 7 OF THIS ARTICLE BY THE USE, IN ACCORDANCE WITH THE TERMS OF SUCH UNDERLYING MORTGAGE, OF SINKING FUND MONEYS FURNISHED BY THE COMPANY (AND NOT BY THE USE OF INSURANCE MONEYS OR PROCEEDS OF RELEASED PROPERTY) THE MONEYS SO RECEIVED BY THE TRUST COMPANY UPON SUCH PURCHASE OR REDEMPTION SHALL BE PAID OVER TO THE COMPANY NOT BEING IN CONTINUING DEFAULT HEREUNDER. THE SOURCE OF SUCH MONEYS SHALL FOR ALL PURPOSES OF THIS INDENTURE BE CONCLUSIVELY ESTABLISHED IN FAVOR OF THE TRUST COMPANY BY THE CERTIFICATE OF THE TRUSTEE UNDER SUCH UNDERLYING MORTGAGE.

#### ARTICLE VI.

SECTION 1. NO COUPON BELONGING TO ANY BOND HEREBY SECURED, WHICH IN ANY WAY, AT OR AFTER MATURITY, SHALL HAVE BEEN TRANSFERRED OR PLEDGED, SEPARATE OR APART FROM THE BOND TO WHICH IT RELATES (UNLESS IT BE ACCOMPANIED BY SUCH BOND), AND NO BOND OR COUPON WHICH SHALL IN ANY MANNER HAVE BEEN KEPT ALIVE AFTER MATURITY BY EXTENSION OR BY THE PURCHASE THEREOF ON BEHALF OF THE COMPANY, SHALL BE ENTITLED, IN CASE OF A DEFAULT HEREUNDER, TO ANY BENEFIT OF OR FROM THIS INDENTURE, EXCEPT AFTER THE PRIOR PAYMENT IN FULL OF ALL BONDS AND COUPONS NOT SO TRANSFERRED, PLEDGED OR KEPT ALIVE.

SEC. 2. IN CASE DEFAULT SHALL BE MADE (A) IN THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST ON ANY BOND OR BONDS HEREBY SECURED AND OUTSTANDING, AND ANY SUCH DEFAULT, IF IN RESPECT OF THE PAYMENT OF INTEREST, SHALL CONTINUE FOR A PERIOD OF SIXTY DAYS; OR (B) IN THE DUE OBSERVANCE OR PERFORMANCE OF ANY OTHER COVENANT, CONDITION OR AGREEMENT HEREIN CONTAINED TO BE OBSERVED OR PERFORMED BY THE COMPANY, AND ANY SUCH DEFAULT SHALL CONTINUE FOR A PERIOD OF SIXTY DAYS AFTER WRITTEN NOTICE FROM THE TRUSTEES TO THE COMPANY, THEN, AND IN EVERY SUCH CASE, THE TRUSTEES MAY, AND UPON THE WRITTEN REQUEST OF THE HOLDERS OF TWENTY-FIVE PER CENTUM IN AMOUNT OF (1) ALL THE BONDS HEREBY SECURED AND THEN OUTSTANDING IN RESPECT OF WHICH SUCH DEFAULT IN THE PAYMENT OF PRINCIPAL AND/OR INTEREST EXISTS, OR (2) ALL THE BONDS HEREBY SECURED AND THEN OUTSTANDING IN CASE OF ANY OTHER DEFAULT, SHALL, BY NOTICE IN WRITING DELIVERED TO THE COMPANY, DECLARE THE COMPANY IN DEFAULT HEREUNDER AND/OR DECLARE THE PRINCIPAL OF ALL THE BONDS HEREBY SECURED AND THEN OUTSTANDING TO BE DUE AND PAYABLE IMMEDIATELY; AND UPON SUCH DECLARATION THE SAME SHALL BECOME AND BE DUE AND PAYABLE IMMEDIATELY, ANYTHING IN THIS INDENTURE, OR IN SAID BONDS, TO THE CONTRARY NOTWITHSTANDING.

THIS PROVISION, HOWEVER, IS SUBJECT TO THE CONDITION THAT IF, AT ANY TIME, THE PRINCIPAL OF SAID BONDS SHALL HAVE BEEN DECLARED DUE AND PAYABLE, AND ALL