

THE LIEN OF THIS INDENTURE; AND (F) TO SURRENDER OR ASSENT TO THE MODIFICATION OF ANY FRANCHISE UNDER WHICH IT MAY BE OPERATING, PROVIDED, THAT IN EVENT OF ANY SUCH SURRENDER OR MODIFICATION THE COMPANY SHALL STILL HAVE (SUBJECT TO THE LIEN OF THIS INDENTURE TO THE SAME EXTENT AS THOSE PREVIOUSLY EXISTING), UNDER SOME OTHER FRANCHISE, OR UNDER THE MODIFIED FRANCHISE, OR UNDER A NEW FRANCHISE, LICENSE OR PERMIT RECEIVED IN EXCHANGE FOR THE SURRENDERED FRANCHISE, OR OTHERWISE, AUTHORITY, IN THE OPINION OF COUNSEL, TO CONDUCT THE SAME, OR AN EXTENDED BUSINESS IN THE SAME OR EXTENDED TERRITORY FOR AT LEAST THE SAME OR AN EXTENDED OR AN UNLIMITED PERIOD OF TIME. THE WORDS "OPINION OF COUNSEL", AS USED IN THIS SECTION, SHALL BE CONSTRUED TO BE THE WRITTEN OPINION, FILED WITH THE COMPANY AND WITH THE TRUST COMPANY, OF COUNSEL, WHO MAY BE OF COUNSEL TO THE COMPANY, APPOINTED BY THE COMPANY AND APPROVED BY THE TRUST COMPANY.

#### ARTICLE XI.

SECTION 1. UNTIL SOME DEFAULT SHALL HAVE BEEN MADE IN THE DUE AND PUNCTUAL PAYMENT OF THE INTEREST, OR OF THE PRINCIPAL, OF THE BONDS HEREBY SECURED, OR OF SOME PART OF SUCH INTEREST OR PRINCIPAL, OR IN THE DUE AND PUNCTUAL PERFORMANCE AND OBSERVANCE OF SOME COVENANT OR CONDITION HEREOF OBLIGATORY UPON THE COMPANY, AND UNTIL SUCH DEFAULT SHALL HAVE CONTINUED BEYOND THE PERIOD OF GRACE HEREIN PROVIDED, IF ANY, THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL BE SUFFERED AND PERMITTED TO RETAIN THE ACTUAL POSSESSION OF ALL THE MORTGAGED PROPERTY (EXCEPT SECURITIES AND CASH DEPOSITED WITH THE TRUSTEES OR EITHER OF THEM) AND TO MANAGE, OPERATE AND USE THE SAME, AND EVERY PART THEREOF, WITH THE RIGHTS AND PRIVILEGES APPERTAINING THERETO, AND TO COLLECT, RECEIVE, TAKE, USE AND ENJOY THE TOLLS, EARNINGS, INCOME, RENTS, ISSUES AND PROFITS THEREOF, INCLUDING THE INTEREST ON ANY OBLIGATIONS DEPOSITED WITH THE TRUST COMPANY UNDER ARTICLE X OF THIS INDENTURE AND THE INTEREST ON ANY PLEDGED BONDS OR OTHER SECURITIES DEPOSITED HEREUNDER.

ANY MONEYS RECEIVED BY THE TRUST COMPANY UNDER ANY PROVISION OF THIS INDENTURE MAY BE TREATED BY IT, UNTIL REQUIRED TO BE PAID OUT CONFORMABLY HEREWITH, AS A DEPOSIT, WITHOUT ANY LIABILITY FOR INTEREST, SAVE SUCH AS IT SHALL FROM TIME TO TIME ALLOW ON OTHER DEPOSITS OF A SIMILAR CHARACTER. SUCH INTEREST AND ANY OTHER INTEREST MONEYS MENTIONED IN THIS SECTION 1 (UNLESS THE COMPANY SHALL HAVE BEEN DECLARED IN DEFAULT HEREUNDER AND SUCH DEFAULT SHALL NOT HAVE BEEN REMEDIED), INCLUDING ANY SUCH INTEREST OR INTEREST MONEYS THAT MAY HAVE ACCUMULATED DURING THE PREVIOUS EXISTANCE OF SOME <sup>SUCH</sup> DEFAULT, SHALL BE PAID FROM TIME TO TIME UPON THE WRITTEN ORDER OF THE COMPANY.

SEC. 2. IF, WHEN THE BONDS HEREBY SECURED SHALL HAVE BECOME DUE AND PAYABLE (WHETHER BY LAPSE OF TIME OR BY DECLARATION OR BY EXERCISE OF THE PRIVILEGE OF REDEMPTION OR OTHERWISE), THE COMPANY SHALL WELL AND TRULY PAY, OR CAUSE TO BE PAID, DUE UPON ALL OF THE BONDS AND COUPONS FOR INTEREST THE WHOLE AMOUNT OF THE PRINCIPAL MONEYS AND INTEREST/THEREON HEREBY SECURED THEN OUTSTANDING OR SHALL PROVIDE FOR SUCH PAYMENT BY DEPOSITING WITH THE TRUST COMPANY HEREUNDER FOR THE PAYMENT OF SUCH BONDS AND COUPONS THE ENTIRE AMOUNT THEN DUE THEREON FOR PRINCIPAL AND INTEREST, AND SHALL ALSO PAY, OR CAUSE TO BE PAID, ALL OTHER SUMS PAYABLE HEREUNDER BY THE COMPANY, AND SHALL WELL AND TRULY KEEP AND PERFORM ALL THE THINGS HEREIN REQUIRED TO BE KEPT AND PERFORMED BY IT ACCORDING TO THE TRUE INTENT AND MEANING OF THIS INDENTURE, THEN, AND IN THAT CASE, THE TRUSTEES SHALL PAY TO THE COMPANY ALL MONEYS AND OTHER PROPERTY THEN HELD BY THEM, OR EITHER OF THEM,