

which the Company or the proper Subsidiary Company is entitled to receive pursuant to Section 4 on any shares of stock so held in pledge, and all moneys at any time payable in respect of shares of stock, bonds or other securities of any corporation so held in pledge, derived from any sale of the property of such company on foreclosure, or on dissolution or liquidation thereof, or upon any proceeding in condemnation, or from any other source except as provided in Section 4 of this Article. The moneys so received by the Trustee shall be held and disposed of by the Trustee subject to the terms of Article X hereof. The shares of stock so received shall be held by the Trustee in pledge hereunder. The provisions of this section shall be subject to any requirements of the underlying Mortgages.

SECTION 6. Unless some default described in clauses (a), (b) or (c) of Section 1 of Article XI hereof, or one of the Events of Default as defined in said Section 1 of Article XI, shall have occurred, and in either case be then continuing, the Trustee, upon the written request of the company, shall consent to the extension or renewal of any securities which may then be held by the Trustee in pledge hereunder, and shall consent to the extension or renewal of any mortgages or liens securing such securities; but if one or more of the defaults enumerated in clauses (a), (b) and (c) of said Section or of the Events of Default enumerated in said Section exists and has continued as aforesaid, the Trustee may give such consent without the request of the company; and, in any case, the Trustee, in so far as it legally may, shall do and perform all acts and things which may be requisite and necessary to give effect to any such renewal or extension so consented to, including the delivery and exchange of pledged securities or the presentation of the same for appropriate endorsement; and the Trustee, upon the written request of the Company, may consent to the exercise by the company, or any Subsidiary Company, of any other right, power or remedy, with respect to such securities, to which the Company or any Subsidiary Company, may be entitled as owner thereof, including the cancellation of any securities, or shares of the stock of a Subsidiary Company which has conveyed its property to the company, or any Subsidiary Mortgagor company as permitted by Section 7 of this Article; provided that the exercise of such right, power or remedy, as requested by the company, shall not, in the opinion of the Trustee, be prejudicial to the bonds hereby secured; and the company covenants that in exercising any such right, power or remedy, if permitted so to do by the Trustee, it will not in any way act prejudicially to the interests or rights of the Trustee or the holders of the said bonds.

Unless some default described in clauses (a), (b) or (c) of Section 1 of Article XI hereof, or one of the Events of Default as defined in said Section 1 of Article XI, shall have occurred, and in either case be then continuing, the Trustee upon the written request of the company shall consent to the exchange of any unsecured indebtedness of any Subsidiary Company received by the Trustee pursuant to any of the provisions of this Indenture as additional security in connection with the acquisition by any Subsidiary Company of additional property or the construction of permanent extensions, improvements or additions, for stock of such Subsidiary Company of a par value equal to the face value of the indebtedness being exchanged, provided such stock shall be accompanied by an opinion of counsel of the nature specified in paragraph m of Section 10 of Article II.

SECTION 7. Anything in this Indenture to the contrary notwithstanding, any Subsidiary Company may be merged or consolidated with, or all or any part of its property may be sold or conveyed to the company or to any other Subsidiary Company in which the Company shall have at least a 95% interest, with the consent of the Trustee, provided,