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Section 9. The assignment or pledge hereunder of any shares of capital stock of any Subsidiary shall not prevent (a) the consolidation or merger of any such Subsidiary with or into any other Subsidiary or with or into the Company, nor (b) the sale or lease of all or any part of the property and franchises of any such Subsidiary to any other Subsidiary or to the Company; provided, that the relative interest and control represented by the stock and securities pledged hereunder shall not be diminished by any such merger, consolidation, sale, purchase or lease. In the event that any such consolidation, merger, lease or purchase shall take place, all shares of the capital stock and all securities issued on the completion of such transaction in exchange or substitution for shares of capital stock or securities pledged hereunder shall be deposited hereunder with the Trustee and become subject to the lien of this mortgage as if expressly pledged hereunder, except that (a) in the event of any consolidation or merger of any Subsidiary and the Company, all shares of the Capital stock of the corporation resulting from such consolidation or merger which are issued in exchange for the capital stock or other securities of the Subsidiary, or (b) in the event of the purchase of the entire property of any Subsidiary by the Company, all shares of the capital stock of the Company issued to the Subsidiary as the consideration of such purchase, shall, in either event, not be deposited with the Trustee hereunder nor be subject to the lien of this Mortgage, and after any such consolidation, merger or sale all shares of the capital stock of such Subsidiary, pledged hereunder with the Trustee shall be surrendered by the Trustee to the Company and shall thereafter be discharged from the lien of this Mortgage. If all, or substantially all, the property of any Subsidiary shall in any manner be acquired by the Company and be subjected to the lien of this Mortgage, all securities not pledged hereunder which shall be secured by any and every mortgage upon all or any part of the property of such Subsidiary at the time of such acquisition shall thereupon become and be and shall be treated and considered as underlying bonds for or on account of which bonds may be issued under the provisions of Section 2 of Article III of this Mortgage, and all obligations of such Subsidiary previously deposited hereunder and then held by the Trustee shall be treated and considered in like manner as underlying bonds pledged hereunder, and no bonds shall be issued under this Mortgage against the obligations as previously pledged.

Section 10. If at any time, unless the Company shall be in default hereunder, to the knowledge of the Trustee, there shall be promulgated any plan for the reorganization of any Subsidiary or for the readjustment of the finances thereof, then, at the written request of the Company, the Trustee may in its discretion deposit the certificates for the shares of stock or securities of Subsidiary, or any of them, under said plan and may become a party thereto; and in like manner, on like request, may make any exchange, substitution, cancellation or surrender of securities and shares of stock required by any such reorganization or readjustment plan or for the purposes or for the accomplishment of any merger, consolidation or sale authorized by this Mortgage; and may take such action with respect to said shares of stock and securities so pledged hereunder, required by such plan of reorganization or readjustment, or for the accomplishment of such merger, consolidation or sale, as fully and to all intents and purposes as though it were the owner of said shares of stock and securities; provided, however, that the relative interest and control represented by the shares of stock and securities so deposited shall not be diminished by such readjustment, reorganization, merger or consolidation, except with relation to the rights of parties (other than the Company or any Subsidiary) who may have assisted in financing the reorganization on condition that they be given rights prior to those of the former parties in interest.