

Trustee pursuant to § 6.05(b) and (c), other than amounts in the nature of reimbursement of expense or loss and other than rent or other consideration payable on a periodic basis while the Companies are not In Default, shall (subject to the requirements of any applicable Prior Lien Indenture) be paid or delivered to the Trustee.

§ 6.06. On Request the Trustee shall execute from time to time instruments subordinating the lien hereof on any Equipment (including any scrap material used in the construction of such Equipment whether or not obtained from other Equipment at any time subject to the lien hereof but excluding prior to the expiration of the expected life thereof any Equipment which has been Bonded under §§ 3.04 and 6.11) to the lien of any Equipment Agreement in order to permit any Company

(1) to refund its obligations outstanding under the Equipment Agreement to which such Equipment is subject if the aggregate principal amount of the Companies' obligations outstanding at the time (exclusive of obligations then undertaken in respect of the acquisition of additional Equipment) shall not be increased by such refunding;

(2) to subject Equipment to any Equipment Agreement of such Company as a first lien for the purpose of replacing Equipment thereunder which has been destroyed, retired or otherwise disposed of; or

(3) to subject to an Equipment Agreement any Equipment constructed or acquired by such Company at any time for the purpose of providing for or reimbursing such Company for the cost of the acquisition or construction of such Equipment or for the purpose of providing for or reimbursing such Company for the cost of the construction, acquisition or rebuilding of, or the making of additions and betterments to, any other Equipment.