

received under provisions of Article Two of the Products Agreements to the items of Cost (as such term is defined in said Agreement) for which the same has been paid.

SECTION 6.09. *Enforcement of Pledged Contracts.* So long as an Event of Default shall not have occurred and be continuing, the Company shall, subject to the provisions of the Assignment (in the case of the Products Agreement), be entitled to require and enforce the performance of and to do or cause to be done any and all acts and things under the terms of the Pledged Contracts; *provided, however*, that upon the occurrence of an Event of Default and during the continuance thereof, the Trustees or a receiver appointed hereunder or other Person who shall rightfully be in possession of the Trust Estate shall be entitled, to the extent permitted by law and if it shall so elect, to require and enforce the performance of any of the Pledged Contracts and shall be entitled and empowered to institute any action, suit or proceeding at law or in equity or otherwise under any of the Pledged Contracts and may prosecute any such action, suit or proceeding to judgment or final decree, or settle or compromise any such action, suit or proceeding prior to or after judgment or final decree, and may enforce any such judgment or final decree.

SECTION 6.10. *Changes in Pledged Contracts.* The Company will not, directly or indirectly, modify, change, waive any provision of, amend, supplement, substitute, terminate (whether or not on account of a default giving rise to a right of termination thereunder), cancel or replace any of the Pledged Contracts, or permit or become a party to any such modification, change, waiver of any provision, amendment, supplement, substitution, termination, cancellation or replacement; *provided, however*, that the Products Agreement may be terminated as specifically provided in Article Eight thereof; and *provided further*, that the Company may modify, amend or supplement the Supply Agreement if (i) the Company shall have delivered to the Trustee an Officers' Certificate setting forth the substance of any such modification, amendment or supplement, or the provisions thereof, and stating that such modification, amendment or supplement is not prejudicial to the interests of the holders of the Bonds, will not impair the security under this Indenture and is desirable in the business of the Company, and (ii) the Company shall, forthwith after the execution and delivery of any such modification, amendment or supple-