

MORTGAGE OF REAL ESTATE

to and/or deposited with the Corporate Trustee hereunder, to be held as part of the Mortgaged and Pledged Property;

any such Prior Lien Bonds constituting a part thereof to be held and disposed of under the provisions of Article IX hereof; any such cash and/or obligations secured by purchase money mortgages on property released (including any proceeds or substitutes therefor) constituting a part thereof to be paid over, withdrawn, used or applied, in the manner, to the extent, and for the purposes and subject to the conditions provided in Section 61 hereof with respect to cash and obligations secured by purchase money mortgages deposited under the provisions of Section 59 hereof; and bonds issued hereunder deposited with and then held by the trustee or other holder of such Prior Lien canceled and discharged, to be canceled by the Corporate Trustee and upon the request of the Company to be cremated and a certificate of such cremation delivered to the Company; and any other property constituting a part thereof to be subject to use and release as provided with respect to such property in Article XI hereof.

That it will not permit the amount of Prior Lien Bonds to be increased by the issue of additional Prior Lien Bonds unless (1) the Prior Lien Bonds representing such increase shall be issued upon transfer of or in exchange for or in lieu of Outstanding Prior Lien Bonds on the exercise by a holders of such Outstanding Prior Lien Bonds of the right granted by the Prior Lien securing such Prior Lien Bonds to have such bonds issued or unless (2) the Prior Lien Bonds representing such increase shall be deposited with the Corporate Trustee to be held under the provisions of Article IX hereof and/or unless such Prior Lien Bonds representing such increase shall be deposited with the trustee or other holder of a Prior Lien (under conditions such that no transfer of ownership or possession of such Prior Lien Bonds representing such increase by the trustee or other holder of such Prior Lien is permissible except upon a default thereunder or except to the Corporate Trustee hereunder to be held subject to the provisions of Article IX hereof, or to the trustee or other holder of a Prior Lien for cancellation, or to be held uncanceled under the terms of a Prior Lien under like conditions); that it will not apply under any provision of this Indenture for the authentication and delivery of any bonds or the withdrawal of cash or the release of property or for a credit under the provisions of Section 38 or Section 39 hereof by reason of the deposit with the Corporate Trustee of such Prior Lien Bonds representing such increase; and that it will not apply under any provision of any Prior Lien for the withdrawal of cash which (after giving effect to the provisions of Section 61 hereof) is then deemed to be Funded Cash held by the trustee or other holder of such Prior Lien on the basis of Funded Property, unless such cash so withdrawn shall be deposited with the Corporate Trustee hereunder, to be held as part of the Mortgaged and Pledged Property, and to be withdrawn, used or applied, in the manner, to the extent and for the purposes and subject to the conditions provided in Section 61 hereof with respect to cash deposited under the provisions of Section 59 hereof.

That, upon the cancellation and discharge of any other lien prior to the Lien of this Indenture securing indebtedness, other than Prior Lien Bonds, the Company will cause all cash, purchase money obligations and other property then held by the trustee or other holder of such lien, which were received by such trustee or other holder by reason of the release of, or the purchase by a governmental authority or its designee of, or which represent the proceeds of the taking by eminent domain of, or insurance on, any of the Mortgaged and Pledged Property (including all proceeds of or substitution for any thereof) to be paid and/or delivered to and/or deposited with the Corporate Trustee hereunder, to be held as part of the Mortgaged and Pledged Property any such cash and/or purchase money obligations constituting a part thereof to be paid over, withdrawn, used or applied in the manner, to the extent and for the purposes and subject to the conditions provided in Section 61 hereof with respect to cash and purchase money obligations deposited under the provisions of Section 59 hereof, and any other property constituting a part thereof to be subject to use and release as provided with respect to such property in Article XI hereof. That the Company will not permit any increase of the aggregate principal amount of the indebtedness secured by any such lien prior to the lien of this Indenture, unless either (a) such additional indebtedness shall be deposited with the Corporate Trustee to be held hereunder as part of the Mortgaged and Pledged Property, subject to the provisions of Article IX hereof, or (b) such additional indebtedness shall be deposited in pledge with the trustee or other holder of a Prior Lien, pursuant to the requirements of such Prior Lien, or (c) the property subject to such lien prior to the Lien of this Indenture shall have become part of the mortgaged and Pledged Property as the result of a merger, consolidation or conveyance pursuant to Article XV hereof, and in connection with such merger, consolidation or conveyance no provision shall have been made for the Lien hereof to become a lien upon any of the properties or franchises of the successor corporation except as provided in clauses (a), (b) and (c) of Section 87 hereof.

ARTICLE IX.

Concerning Prior Lien Bonds and Bonds Secured by Lien Prior to the Lien hereof Deposited with Corporate Trustee.

SECTION 47. Each Prior Lien Bond or bond secured by lien prior hereto in coupon form deposited with the Corporate Trustee shall have all unmatured coupons attached when so deposited,