

any other Company including, without limitation, all claims in respect of interest and principal on advances from one Company to another Company and in respect of any amounts paid by any Company for the account of any other Company for any purpose whatsoever shall be subordinated in right of payment to the prior payment of principal of and premium, if any, and interest on the Bonds, provided, however, that as between any Company and its creditors other than the Trustee and the Bondholders, the obligations of such Company in respect of any claims subordinated by this section shall not be impaired except that such claims shall not be enforced by legal process unless and until the principal of and premium, if any, and interest on the Bonds shall have been paid in full.

ARTICLE SIX

Possession and Release of the Trust Estate—Defeasance

§ 6.01. Unless and until the Companies shall be In Default, the Companies, their successors and assigns shall be suffered and permitted to retain actual possession of all of the Trust Estate (other than pledged securities and cash held by the Trustee or under any Prior Lien Indenture) and to manage, operate and use the same and every part thereof and the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the rents, issues, tolls, profits and other income thereof.

§ 6.02(a) From time to time, the Companies may request release by the Trustee, and the Trustee shall release, from the lien hereof certain property subject to such lien and the Companies may dispose of certain property free from the lien hereof without notice to or any action by the Trustee, but only on the conditions and subject to the limitations set forth in this Article Six.

(b) Any property received by the Companies in exchange or substitution for any property released from the