

discharge of this Indenture or for any other reason, pay, or by Company Order direct any paying agent to pay, to the Corporate Trustee all sums held in trust by the Company or any paying agent as required by this Section 7.07, such sums to be held by the Corporate Trustee upon the trusts contained in this Indenture. Upon such payment by any paying agent to the Corporate Trustee, such paying agent shall be released from all further liability with respect to such money.

(E) Anything in this Section 7.07 to the contrary notwithstanding, the holding of sums in trust as provided in this Section 7.07 is subject to the provisions of Section 20.03 hereof.

**Section 7.08.** So long as there are any Bonds Outstanding, the Company will not, and will not permit any Consolidated Subsidiary which at the time is the owner of any of the Mortgaged and Pledged Property to:

(A) Create, assume, incur or suffer to be created, assumed or incurred or to exist any mortgage, pledge, lien, charge or other encumbrance (other than Permitted Encumbrances) upon the Trust Estate, except the Lien of this Indenture; or

(B) Except after compliance with the provisions of Article 15 hereof, merge or consolidate with any other person, or sell, transfer, lease or otherwise dispose of (1) all or substantially all of its properties or (2) any Mortgaged and Pledged Property subject to the Lien of this Indenture.

So long as there are any Bonds Outstanding, the Company further covenants that it will not permit any Consolidated Subsidiary which at the time is the owner of any of the Mortgaged and Pledged Property to issue or otherwise dispose of any shares of its capital stock to any person other than the Company, except to the extent, if any, required to be issued to qualify directors to act as such under applicable law or to the extent that such stock may be required to be issued to other stockholders of such Consolidated Subsidiary by virtue of their exercise of preemptive rights in existence on the date of this Indenture or as their pro rata share of any stock dividend.

**Section 7.09.** The Company will not declare or pay any dividend on, or make any distribution to the holders of, any shares of its capital stock, and neither the Company nor any Subsidiary will purchase, redeem or otherwise acquire for a consideration any shares of capital stock of the Company nor make any payment on account thereof, if, after giving effect to such dividend, distribution, purchase, redemption, acquisition or payment, and to any other such dividend declared but not yet paid, the aggregate payments for all such purposes subsequent to December 31, 1977 would exceed the sum of (a) the aggregate net proceeds in cash or property received by the Company from the issue or sale (other than to Subsidi-