herein provided; and if the Trustee shall be in possession of the mortgaged property under any provision of this Indenture, then such powers may be exercised by the Trustee, in its discretion, notwithstanding the Company may be in default. Notwithstanding a default as defined in Section 9.01 may have happened and may be continuing hereunder, the Trustee may release from the lien hereof any part of the mortgaged property or permit the withdrawal of cash, upon compliance with the conditions specified in this Article in respect thereof, if the Trustee in its uncontrolled discretion (subject to the provisions of Sections 13.02 and 13.03), or the holders of at least a majority in aggregate principal amount of the bonds at the time outstanding, shall deem such release or withdrawal of cash for the best interests of the bondholders.

ARTICLE 9.

Remedies.

SECTION 9.01. The following events are hereby defined for all purposes of this Indenture (except where the term is otherwise defined for specific purposes) as "defaults":

(a) failure to pay interest on any of the bonds for a period of thirty (30) days after such interest shall have become due and payable; or

(b) failure to pay the principal of, or premium, if any, on, any of the bonds when and as the same shall become due and payable as therein expressed whether at maturity, upon call for redemption, by declaration as herein provided or otherwise; or

(c) failure to pay any interest upon or principal (whether at maturity as therein expressed or by declaration, or otherwise) of any outstanding prior lien bonds continued beyond the expiration of the period of grace, if any, specified in the prior lien securing the same; or

(d) failure to pay any instalment of any sinking fund required by the terms of this Indenture or of any indenture supplemental hereto to be paid by the Company to the Trustee to be applied by the Trustee to the purchase or redemption of any of the bonds hereby secured for a period of thirty (30) days after the same shall have become due and payable; or

(e) failure to perform or observe any other of the covenants or agreements of the Company in this Indenture or in any indenture supplemental hereto or in any of the bonds contained, and the continuance of such failure for a period of sixty (60) days after written notice specifying the same and requiring the same to be remedied shall have been given to the Company by the Trustee, or to the Company and the Trustee by the holders of not less than ten per centum (10%) in aggregate principal amount of the bonds then outstanding; or

(f) the admission in writing of its inability to pay its debts generally as they come due, or the making of a general assignment for the benefit of creditors, or the filing of a voluntary petition in bankruptcy or under the corporate reorganization provisions of the National Bankruptcy Act (as now or hereafter amended), or an answer admitting the material allegations of a petition filed against the Company under such provisions, or the filing by the Company of a voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other law providing for the reorganization, dissolution, liquidation or winding up of corporations on the ground of insolvency; or

(g) the expiration of a period of sixty (60) days following the consenting by the Company to the appointment, upon the application of a creditor or creditors, of a receiver of itself or of the whole or any substantial part of the trust estate; or of a period of sixty (60) days following the entry of an order, judgment or decree, upon the application of a creditor or creditors, by any court of competent jurisdiction adjudicating the Company a bankrupt or insolvent, or appointing, without the consent of the Company, a receiver of the Company or of the whole