Bonds of such series (or maturity) shall be either registered Bonds without coupons or coupon Bonds registered as to principal and shall be registered in the names of one or more parties to said agreement and an executed counterpart of said agreement shall have been filed with the New York Trustee at or prior to the time of selection, or (b) if the provisions of the preceding Clause (a) shall not be applicable, by drawing the Bonds to be redeemed by lot, from the Bonds of such series ( or maturity) theretofore authenticated and delivered hereunder and not previously cancelled by the New York Trustee or called for redemption, in any manner deemed by the New York Trustee to be fair and proper, taking into consideration the distinctive numbers of the coupon Bonds which are outstanding and the distinctive numbers of the coupon Bonds in lieu of which registered Bonds without coupons are outstanding. The New York Trustee shall promptly notify the Company in writing of the distinctive numbers of the Bonds so selected for redemption.

If any distinctive numbers so drawn shall be the numbers of coupon Bonds reserved in respect of the issuance of outstanding registered Bonds without coupons, the notice of redemption hereinabove mentioned shall specify the distinctive numbers of such registered Bonds as well as the numbers of the coupon Bonds so drawn. In case any registered Bond without coupons shall be redeemed in part only, said notice shall specify the principal amount thereof to be redeemed and shall state that, upon the presentation of such registered Bond for partial redemption, a new Bond or Bonds of the same series and maturity of an aggregate principal amount equal to the unredeemed portion of such registered Bond will be issued in lieu thereof; and in such case the Company shall execute and the New York Trustee shall authenticate and deliver to or upon the written order of the registered owner of any such registered Bond, at the expense of the Company, a Bond or Bonds of the same series and maturity, and in either coupon or registered form (but only in authorized denominations) for the principal amount of the unredeemed portion of such registered Bond, or, at the option of the registered owner of such registered Bond, the New York Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption and of the distinctive number or numbers of the coupon Bonds reserved in respect of such portion, and the reservation of such number or numbers shall be cancelled.

Notice having been given as aforesaid, the Bonds (or the specified portion of registered Bonds without coupons) so to be redeemed shall on the date designated in such notice become due and payable at the redemption price so specified; and from and after the date of redemption so designated (unless the Company shall make default in the payment of the redemption price of such Bonds) interest on the Bonds so designated for redemption (or in the case of partial redemption of a registered Bond without coupons, on the portion thereof to be redeemed) shall cease to accrue, and upon surrender at the office of the New York Trustee, in accordance with said notice, of any Bond specified therein, together with all coupons thereto appertaining maturing after the date of redemption, such Bond (or the portion thereof to be redeemed) shall be paid by the Company at the redemption price aforesaid. If the redemption price shall not be so paid upon surrender thereof, said Bond shall continue to bear interest at the rate therein specified. In the case of a coupon Bond, the interest due on the date of redemption (if it be an interest date) and the interest which shall have become due prior to the redemption date shall continue to be payable (but without interest thereon, unless the Company shall make default in the payment thereof upon demand) to the respective bearers of the coupons therefor, upon the presentation and surrender thereof.

The Company shall deposit in trust with the New York Trustee, prior to the date designated for redemption, an amount of money sufficient to pay the redemption price of all the Bonds which the Company has elected to redeem on such date.

**Section 98.** If and so soon as

A. The Company shall have duly elected to redeem any Bond pursuant to Section 95 and shall have delivered to the New York Trustee

(1) proof satisfactory to the New York Trustee that notice of redemption thereof has been duly published and/or mailed as required by the provisions of Section 97, or

(2) a written instrument, executed by the Company under its corporate seal and expressed to be irrevocable, authorizing the New York Trustee to give such notice on behalf of the Company; and shall have deposited with the New York Trustee an amount of money sufficient to pay the redemption price of such Bonds; and

B. The Company shall have made proper provision for the payment of all interest on any such Bond payable on or before the date designated for redemption thereof which is not included in the redemption price thereof;

then and in every such case the money held by the New York Trustee for the redemption of such Bond shall, without further act, be deemed forthwith to be reserved for the benefit of, and shall constitute a trust fund for, the holder of such Bond, but no interest shall accrue thereon in his favor. Thereafter, such Bond (or in the case of partial redemption of a registered Bond without coupons, the portion thereof to be redeemed) shall be excluded from participation in the lien of this Indenture or in the Trust Estate. Money held in trust by the New York Trustee for the redemption of any Bond shall not be deemed to be a part of the Trust Estate.

**Section 99.** All Bonds redeemed pursuant to Section 97 and the appurtenant coupons shall be cancelled by the New York Trustee and shall thereafter be cremated if in coupon form or delivered to the Company if in fully registered form, upon the written order of any officer of the Company. All interest coupons maturing subsequent to the date so designated for redemption appurtenant to Bonds so redeemed shall be null and void.

## ARTICLE ELEVEN

## REMEDIES OF TRUSTEES AND BONDHOLDERS

**Section 105.** In case one or more of the following events (herein called "Events of Default") shall happen, that is to say:

A. Default shall be made in the payment of any interest on any Bond issued hereunder when and as the same shall become due and payable, and any such default shall have continued for a period of 30 days; or

B. Default shall be made in the payment of the principal of any Bond issued hereunder when and as the same shall become due and payable, whether by the terms thereof or otherwise as herein provided; or

C. Default shall be made in the due performance or observance of any covenant or condition required by Section 83 to be performed or observed by the Company; or

D. Default shall be made in the due performance or observance of any other covenant or condition herein required to be performed or observed by the Company (except in respect of the refund or reimbursement of taxes, assessments or other governmental charges for which the holders of Bonds may look only to the Company), and any such default shall have continued for a period of 60 days after written notice thereof to the Company from the Trustees or the New York Trustee or from the holders of at least 10% in amount of the Bonds at the time outstanding; or

E. If the Company shall be adjudicated a bankrupt or insolvent, or shall admit in writing its inability to pay its debts generally as they come due, or shall make a general assignment for the benefit of creditors, or shall file 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 shall, by voluntary petition, answer or consent, seek relief under the provisions of any other now existing