

MORTGAGE RECORD 85

or future bankruptcy or other law providing for the reorganization, dissolution, liquidation or winding up of corporations on the ground of insolvency; or

F. If the Company shall consent to the appointment, upon the application of a creditor or creditors, of a receiver of itself or of the whole or any part of the Trust Estate; or if an order, judgment or decree shall be entered, upon the application of a creditor or creditors, by any court of competent jurisdiction appointing, without the consent of the Company, a receiver of the Company or of the whole or any substantial part of the Trust Estate, and the receiver so appointed shall not have been removed or discharged within 60 days thereafter; or

G. If a petition against the Company in proceedings under the corporate reorganization provisions of the National Bankruptcy Act (as now or hereafter amended) shall be approved by any court of competent jurisdiction and such approval shall not be withdrawn and the proceeding dismissed within 60 days thereafter, or if under the provisions of any act or law existing or future bankruptcy or other law providing for the reorganization, dissolution, liquidation or winding up of corporations on the ground of insolvency, any court of competent jurisdiction shall assume jurisdiction, custody or control of the Company or of the whole or any part of the Trust Estate and such jurisdiction, custody or control shall not be relinquished or terminated within 60 days thereafter; or

H. If any judgment for the payment of money in excess of the sum of \$10,000 shall be entered against the Company and such judgment shall remain unsatisfied and execution thereon shall remain stayed for a period of 10 days after the entry of such judgment, or such judgment shall remain unsatisfied for a period of 8 days after the termination of any stay of execution thereon entered within such 10-day period; or

I. If any governmental agency or any court at the instance of any governmental agency shall assume custody or control of the whole or any substantial part of the Trust Estate or shall assume control over the Company's affairs or operations to the exclusion of management by the Company; then, and in every such case, if such default or defaults shall not have been remedied, the New York Trustee may, and upon the written request of the holders of at least 25% in amount of the Bonds then outstanding, shall, by notice in writing to the Company, declare the principal of and interest on all the Bonds then outstanding to be due and payable immediately and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding. This provision is subject, however, to the condition that if, at any time after such declaration, but before any sale of the Trust Estate, or any part thereof, shall have been made under this Article, all overdue installments of interest upon all the Bonds, with interest on overdue installments of interest at the rate of 6% per annum, together with all sums paid or advanced by the Trustee, or either of them, under any provision hereof and the reasonable and proper charges, expenses and liabilities of the Trustee, or either of them, their agents, attorneys and counsel, and all other sums payable by the Company hereunder, except the principal of, and interest accrued since the next preceding interest date on, the Bonds due and payable solely by virtue of such declaration, shall either be paid by or for the account of the Company or provision satisfactory to the New York Trustee shall be made for such payment, and all Events of Default hereunder shall be remedied, then, and in every such case, the holders of at least a majority in amount of the Bonds then outstanding, by written notice to the Company and to the New York Trustee, may rescind and annul such declaration in its entirety; but no such action shall extend to or affect any subsequent default or breach of any right consequent thereon.

The New York Trustee shall give to the Bondholders whose names are on file with it as provided in Section 97 notice of the happening of any Event of Default known to it, within 30 days after the happening thereof; provided, however, that, except in the case of a default in the payment of principal of or interest on any Bonds outstanding hereunder or in the payment of any sinking or purchase fund installment, the New York Trustee may withhold the giving of such notice if, and so long as, the withholding of such notice is, in the judgment of the board of directors, the executive committee or a trust committee of directors and/or responsible officers of the New York Trustee, made in good faith in the interests of the Bondholders.

Section 106. In case one or more of the Events of Default shall happen and shall not have been remedied, then, and in every such case, the Trustees, or either of them, personally or by agents or attorneys, may enter into and upon all or any part of the Trust Estate (including the books, papers and accounts of the Company, but excluding money, securities and property deposited or pledged, or required by the terms hereof to be deposited or pledged, with the New York Trustee hereunder or with the trustee, mortgagee or other holder of some Prior Lien), and may exclude the Company, its agents and servants, and all persons claiming under the Company, wholly or partly therefrom; and having and holding the same, may use, operate, manage and control the Trust Estate and conduct the business thereof, by superintendents, managers, receivers, agents, servants and/or attorneys. Upon every such entry, the Trustees, or either of them, may, from time to time, at the expense of the Trust Estate, make all such repairs, renewals, replacements and useful or required alterations, additions, betterments and improvements to and on the Trust Estate, as to them or it may seem necessary, proper or judicious. In each such case, the Trustees, or either of them, shall have the right to manage the Trust Estate and to carry on the business and to exercise all rights and powers of the Company, either in the name of the Company, or otherwise, as the Trustees or Trustee shall deem best, and the Trustees, or either of them, shall be entitled to collect and receive all earnings, income, rents, issues and profits of the same and every part thereof, without prejudice, however, to the right of the New York Trustee as provided in Articles Seven and Eight to collect and receive all income from money, obligations or other property deposited or pledged, or required by the terms hereof to be deposited or pledged, with the New York Trustee or with the trustee, mortgagee or other holder of some Prior Lien. Such earnings, income, rents, issues and profits shall be applied to pay the expenses of holding and operating the Trust Estate and of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and to make all payments which the Trustees, or either of them, may be required or may elect to make, if any, for taxes, assessments, insurance and other prior or proper charges upon the Trust Estate or any part thereof (including interest on and principal of Prior Lien Obligations), and all other payments which the Trustees may be required or authorized to make under any provision of this Indenture, as well as just and reasonable compensation for the services of the Trustees, and of all superintendents, managers, receivers, agents, attorneys, counsel, servants and other employees engaged and employed in conducting the business of the Company, and/or to aid, by loans, or otherwise, any Subsidiary, and to employ engineers or accountants to investigate and make reports upon the business and affairs of the Company or of any Subsidiary. The remainder of such income, rents, issues and profits shall be applied as follows:

First: To the payment, at such date or dates as may be fixed by the New York Trustee, of the installments of interest upon the Bonds (and for this purpose treating each semi-annual accrual of interest on overdue Bonds as an installment of interest), in the order of the maturity of such installments, with interest on such installments (other than such accruals of interest on overdue Bonds) at the rate of 6% per annum, such payments to be made ratably to the persons entitled thereto without discrimination or preference, subject, however, to the provisions of Section 99; and

Second: Any amount not required for the payment of interest as aforesaid shall be held by the New York Trustee, and, after any sale of the Trust Estate, or any part thereof, under this Article, shall be applied in accordance with Section 114.

If and whenever, prior to any such sale of the Trust Estate, or any part thereof, all overdue installments of interest upon all the Bonds, with interest on overdue installments of interest at the rate of 6% per annum, together with all sums paid or advanced by the Trustees, or either of them, under any provision hereof and the reasonable and proper charges, expenses and liabilities of the Trustees, or either of them, their agents, attorneys and counsel, and all other sums then payable by the Company hereunder, including, the principal of and all accrued unpaid interest on all Bonds which shall then be payable,