

MORTGAGE RECORD 85

(3) the appointment of one or more trustees or receivers of all or substantially all of the property of the Corporation,

(4) the filing of any bill to foreclose this Indenture,

(5) the filing by the Corporation of a petition to take advantage of any insolvency act, or

(6) the institution of any other proceeding wherein it shall become necessary or desirable to file or present claims against the Corporation,

the Trustee may file from time to time in any such proceeding or proceedings one or more claims, supplemental claims and amended claims as a secured creditor for its reasonable compensation for all services rendered by it (including services rendered during the course of any such proceeding or proceedings) and for reimbursement for all advances, expenses and disbursements (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) made or incurred by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties herein of the Trustee, and for any and all amounts to which the Trustee is entitled as indemnity as provided in this section; and the Trustee and its counsel and agents may file in any such proceeding or proceedings applications or petitions for compensation for such services rendered, for reimbursement for such advances, expenses and disbursements, and for such indemnity. The claim or claims of the Trustee filed in any such proceeding or proceedings shall be reduced by the amount of compensation for services, reimbursement for advances, expenses and disbursements, and indemnity paid to it following final allowance to it and to its counsel and agents by the court in any such proceeding as an expense of administration or in connection with a plan of reorganization or readjustment. To the extent that compensation, reimbursement and indemnity are denied to the Trustee or to its counsel or other agents because of not being rendered or incurred in connection with the administration of an estate in a proceeding or in connection with a plan of reorganization or readjustment approved as required by law, because such services were not rendered in the interests of and with benefit to the estate of the Corporation as a whole but in the interests of and with benefit to the holders of the bonds, in the execution of the trusts hereby created or in the exercise and performance of any of the powers and duties hereunder of the Trustee or because of any other reason, the Trustee and its counsel or other agents shall be entitled to have such claim or claims as supplemented and amended, in any such proceeding or proceedings and for the purposes of any plan of reorganization or readjustment of the Corporation's obligations, classified and allowed as a secured claim of a class separate and distinct from that of other creditors and of a class having priority and precedence over the class in which the holders of bonds are placed by reason of having a lien, prior and superior to that of the holders of the bonds, upon the trust estate, including all property or funds held or collected by the Trustee, as such, except funds held in trust for the benefit of particular bonds or coupons. The amount of the claim or claims of the Trustee for services rendered and for advances and the expenses and disbursements, including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ, which are not allowed and paid in any such proceeding but for which the Trustee is entitled to the allowance of a secured claim as herein provided, may be fixed by the court or judge in any such proceeding or proceedings to the extent that such court or judge has or exercises jurisdiction over the amount of any such claim or claims.

If, and to the extent that, the Trustee and its counsel and other persons not regularly in its employ do not receive compensation for services rendered, reimbursement of its advances, expenses and disbursements, or indemnity, as herein provided, as the result of allowances made in any such proceeding or by any plan of reorganization or readjustment of obligations of the Corporation, the Trustee shall be entitled, in priority to the holders of the bonds, to receive any distributions of any securities, dividends or other disbursements which would otherwise be made to the holders of bonds in any such proceeding or proceedings and the Trustee is hereby constituted and appointed, irrevocably, the attorney-in-fact for the holders of the bonds and each of them to collect and receive, in their name, place and stead, such distributions, dividends or other disbursements, to deduct therefrom the amounts due to the Trustee, its counsel and other persons not regularly in its employ on account of services rendered, advances, expenses and disbursements made or incurred, or indemnity, and to pay and distribute the balance, pro rata, to the holders of the bonds. The Trustee shall have a lien upon any securities or other considerations to which the holders of bonds may become entitled pursuant to any such plan of reorganization or readjustment or obligations, or in any such proceeding or proceedings; and the court or judge in any such proceeding or proceedings may determine the terms and conditions under which any such lien shall exist and be enforced.

Section 17. Reliance by Trustee upon Certificates for Proof of Facts.

Unless a completed default of the character specified in Section 1 of Article IX of this Indenture has occurred and has not been rescinded or annulled as provided in Section 1 of Article IX hereof or been otherwise cured or made good to the satisfaction of the Trustee, in the event that the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may in the absence of bad faith on the part of the Trustee be deemed by the Trustee to be conclusively proved and established by a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Corporation conforming to the applicable requirements of this Indenture (if any) and delivered to the Trustee; and such certificate shall be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof; but in its discretion the Trustee may require such further evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

Section 18. Transactions by Trustee in Bonds and Coupons Issued Hereunder.

Subject to the provisions contained in Sections 4 and 5 of this Article XI the Trustee acting for itself or as a banker may become a purchaser, seller or pledgee of bonds and coupons hereby secured with the same rights that it would have if it were not Trustee and without liability or accountability to the Corporation or the bondholders or otherwise in respect of any such purchase, sale or pledge by it or to it of any such bonds and coupons.

Section 19. Reliance by the Trustee upon Documents and Upon Opinion of Counsel.

To the extent permitted by Section 9 of this Article XI:

(1) The Trustee may rely and shall be protected in acting upon any resolution, certificate, opinion, notice, request, consent, order, appraisal, report, bond, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; and

(2) The Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Unless expressly prohibited by or inconsistent with any provisions hereof, the Trustee, in its discretion and upon request of the Corporation, may, subject to Section 9 of this Article XI, take or permit the Corporation to take any action which in the judgment of the trustee, based upon such advice or opinions as it may request, is not detrimental to the interests of the bondholders hereunder.

Section 20. Resignation of Trustee.

The Trustee may at any time resign and be discharged of the trusts hereby created by giving written notice thereof to the Corporation, specifying a date which such resignation shall take effect, at least thirty (30) days preceding the date on which such resignation is to take effect and, in the case of resignation of the Trustee, by publishing such notice once in each of not less than three (3) successive calendar weeks immediately preceding the date on which such resignation is to take effect, in a daily newspaper printed in the English language and published and of general circulation in the City of Boston, Massachusetts, and such resignation shall take effect upon the day specified in such notice unless previously a successor Trustee shall have been appointed by the Corporation or by the bondholders as herein after provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.