

since the date of execution of this Indenture), for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Bonds, on the trust estate or on property or funds held or collected by it as such Trustee, and which it has not previously reported pursuant to this paragraph, if such advances remaining unpaid at any time aggregate more than 10% of the principal amount of Bonds outstanding at such time.

(c) Reports of the Trustee pursuant to this § 9.04 shall be transmitted by mail—

(1) to all registered holders of Bonds outstanding under this Indenture, as the names and addresses of such holders appear upon the registration books of the Company;

(2) to such holders of Bonds outstanding under this Indenture as have, within two years preceding such transmission, filed their names and addresses with the Trustee for that purpose; and

(3) except in the case of reports pursuant to subsection (b) of this § 9.04, to each bondholder whose name and address is preserved at the time by the Trustee, as provided in subsection (a) of § 9.02 hereof.

(d) A copy of each such report shall, at the time of such transmission to bondholders, be filed by the Trustee with each stock exchange upon which the Bonds are listed and also with the Securities and Exchange Commission.

(e) For the purpose of this § 9.04, all Bonds which have been authenticated and delivered and not returned to the Trustee and canceled, shall be deemed to be outstanding.

ARTICLE 10.

REMEDIES.
§ 10.01. In case any one or more of the following events (herein sometimes called events of default) shall happen, that is to say:

such decree or order shall have continued unstayed on appeal or otherwise and in effect for a period of sixty (60) days; or

(f) The Company shall admit in writing its inability to pay its debts generally as they become due or shall file a petition in voluntary bankruptcy or shall make any general assignment for the benefit of its creditors, or shall consent to the appointment of a receiver or trustee of all or substantially all of its property, or shall file in any court of competent jurisdiction a petition or answer seeking reorganization or readjustment under the Federal bankruptcy laws or other law or statute of the United States of America or any State thereof, or shall file a petition to take advantage of any debtors' act;

thereupon and in each and every such case an event of default shall exist within the meaning of this Indenture, and if and so long as the event of default shall continue to exist, the Trustee may in its discretion, and upon the request in writing of the holders of not less than fifty-one per centum (51%) in principal amount of the Bonds at the time outstanding shall, by notice in writing to the Company, declare the principal of all Bonds then outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything in this Indenture or in any of the Bonds contained to the contrary notwithstanding.

This provision, however, is subject to the condition that, if at any time after the principal of all of the Bonds shall have been so declared due and payable, and before any sale of the mortgaged property shall have been made, all arrears of interest upon all the Bonds, with interest on overdue instalments of interest at the same rates respectively borne by the Bonds the interest on which shall be in default, together with the reasonable charges and expenses

(a) Default shall be made in the due and punctual payment of any interest on any of the Bonds when and as the same shall become due and payable as therein expressed, and such default shall continue for a period of sixty (60) days;

(b) Default shall be made in the due and punctual payment of the principal of 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;

(c) Default shall be made in the due and punctual payment of the principal of or interest on any refundable debt not pledged with the Trustee hereunder or in the performance or observance of any covenant or condition contained in the instrument evidencing any such refundable debt or the mortgage or Indenture securing the same, if by reason of such default any right of foreclosure or of entry or of sale shall have arisen under any such mortgage or Indenture;

(d) Default shall be made in the performance or observance of any other of the covenants, agreements or conditions, on the part of the Company to be kept, observed and performed, in this Indenture or in any Indenture supplemental hereto or in any of the Bonds contained, and such default shall continue for a period of sixty (60) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Company by the Trustee, which may give such notice in its discretion and shall do so if requested in writing by the holders of not less than ten per centum (10%) in principal amount of the Bonds then outstanding;

(e) By decree of a court of competent jurisdiction, the Company shall be adjudicated a bankrupt, or an order shall be made approving a petition filed by any creditors or stockholders of the Company seeking reorganization or readjustment of the Company under the Federal bankruptcy laws or other law or statute of the United States of America or any State, or by order of a court of competent jurisdiction, a trustee or a receiver or receivers shall be appointed of all or substantially all of the property of the Company, and any

of the Trustee, its agents and attorneys, and all other sums which may have become due and payable by the Company under this Indenture, other than the principal of such Bonds as shall not have become due and payable by their terms or upon call for redemption, shall either be paid by the Company to those entitled thereto (or to the Trustee for its account) or be collected out of the trust estate, and all other defaults known to the Trustee under the Bonds or under this Indenture shall be made good or be secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, or shall have been waived as in § 10.25 provided, then and in every such case the holders of not less than fifty per centum (50%) in principal amount of the Bonds then outstanding, by written notice to the Company and to the Trustee, may annul any such declaration and its consequences and waive such default and its consequences under this Indenture, or, if in declaring the principal due the Trustee shall have acted without any request of the bondholders or upon the request of the holders of less than fifty per centum (50%) in principal amount of the Bonds outstanding at the time of such request, and if there shall not have been theretofore delivered to the Trustee and to the Company written directions to the contrary by the holders of not less than fifty per centum (50%) in principal amount of the Bonds then outstanding, then any such declaration and its consequences shall ipso facto be deemed to be annulled and such default and its consequences shall ipso facto be deemed to be waived; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

§ 10.02. The Trustee shall, within ninety (90) days after the occurrence of an event of default designated in § 10.01 hereof, give to the bondholders, in the manner and to the