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by the Trustee or either of them, to any suit instituted by any bondholder, or group of bondholders, holding in the aggregate more than ten per cent (10%) in principal amount of the bonds outstanding or to any suit instituted by any bondholder for the enforcement of the payment of the principal of or interest on his bonds at and after the maturity of such principal or interest as expressed in such bonds.

SECTION 9.19. The foregoing provisions of this Article IX are subject to the condition that if, at any time after an event of default and before any sale of the trust estate shall have been made, all arrears of principal and interest, with interest upon all overdue principal and overdue installments of interest (to the extent that the payment of such interest is enforceable under applicable law) at the same rates, respectively, as were borne by the bonds of which the principal or installments of interest may be overdue, together with the reasonable charges and expenses of the Trustee, 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 a declaration made under Section 9.02 hereof, shall either be paid by the Company or be collected and paid out of the trust estate, and all other defaults, if any, which shall have occurred, shall have been remedied or cured to the reasonable satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall have been made therefor; then, and in every such case, the Trustee, upon the written request of a majority of the bondholders, shall waive any such default and its consequences and rescind any declaration previously made under Section 9.02 hereof that the bonds issued hereunder be and become due and payable before the maturity thereof; but no such waiver or rescission shall extend to or affect any subsequent default or impair any right or power consequent thereon.

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insolvency, bankruptcy, liquidation, readjustment, reorganization or other similar proceedings relative to the Company or any other obligor upon the bonds, or its or their creditors or property. The Trustee is hereby irrevocably appointed (and the successive respective holders of the bonds and of the coupons by taking and holding the same shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective holders of the bonds and coupons, with authority to make or file in the respective names of the holders of the bonds and coupons, or on behalf of all the holders of the bonds and coupons as a class (subject to deduction from any such claim of the amounts of any claims filed by any of the holders of the bonds or coupons themselves); any proof of debt, amendment of proof of debt, claim, petition or other documents in any such proceedings and to receive payment of any sums becoming distributable on account thereof, and to execute any other papers and documents and do and perform any and all acts and things for and on behalf of such holders of the bonds and coupons, as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the Trustee and the holders of the bonds and coupons against the Company or any other obligor upon the bonds, or its or their property, allowed in any such proceeding, and to receive payment of or on account of such claims; provided, however, that nothing herein contained shall be deemed to authorize or empower the Trustee to consent to, or accept or adopt, on behalf of any holder of the bonds or coupons, any plan of reorganization or readjustment of the Company affecting the bonds or coupons.

SECTION 9.21. All rights, remedies and powers provided by this Article IX may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article

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In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of such waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case, the Company and the Trustee shall severally and respectively be restored to their former positions and rights hereunder in respect of the trust estate, and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

No delay or omission of the Trustee, or of any holder of bonds issued hereunder, to exercise any right or power accruing upon or after any event of default, shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein. Every power and remedy given hereunder to the Trustee or to the bondholders, subject to the provisions of Section 9.18 hereof, may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the bondholders.

Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or the holders of bonds is intended to be exclusive of any other remedy or remedies; but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 9.20. The Trustee shall be entitled and empowered either in its own name or as trustee of an express trust, or as attorney-in-fact for the holders of the bonds and the holders of the coupons, or in any one or more such capacities, to file such proof of debt, amendment of proof of debt, claim, petition or other document as may be necessary or advisable in order to have the claims of the Trustee and of the holders of bonds and of the coupons allowed in any equity receivership,

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IX are intended to be subject to all applicable mandatory provisions of law that may be controlling in the premises and to be limited to the extent necessary so that they will not render this Indenture invalid, unenforceable or subject to be recorded or filed under the provisions of any applicable law.

ARTICLE X.

CONCERNING THE BONDHOLDERS.

SECTION 10.01. As to all coupon bonds registered as to principal and as to all registered bonds without coupons, the person in whose name each such bond shall be registered on the books of the Company shall for all purposes of this Indenture be deemed and regarded by the Company and the Trustee and any paying agent as the absolute owner thereof, and neither the Company nor the Trustee nor any paying agent shall be affected by any notice to the contrary. Payment of or on account of the principal of any such bond and of or on account of the interest on any such registered bond without coupons, shall be made only to or upon the order of such registered owner thereof, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability of the Company upon such bonds to the extent of the sum or sums so paid. The Company and the Trustee and any paying agent may deem and treat the bearer of any coupon bond issued hereunder, which shall not at the time be registered as to principal, and the bearer of any coupon for interest on any bond, whether such bond be registered or not, as the absolute owner of such bond or coupon for the purpose of receiving payment thereof or on account thereof and for all other purposes whatsoever, and neither the Company nor the Trustee nor any paying agent shall be affected by any notice to the contrary.