

thereof at least once in each week for three successive calendar weeks in an authorized Chicago newspaper and in an authorized New York newspaper.

**Section 12.08.** Any corporation into which the Trustee or any successor to the Trustee may be merged or with which it or any successor trustee may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any successor to the Trustee may be a party, or any corporation which shall otherwise become the lawful successor to the assets and business of the Trustee as an entirety or substantially as an entirety, shall be the successor of the Trustee under this Indenture without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto, provided such corporation shall be qualified and eligible under Sections 12.04 and 12.06 hereof.

In case any of the bonds to be issued hereunder shall have been authenticated but not delivered, any successor to the Trustee may adopt the certificate of authentication of the Trustee or of any successor to it, and deliver the same as so authenticated; and in case any of the bonds shall not have been authenticated, any successor to the Trustee may authenticate such bonds in its own name. In all such cases such certificate shall have the full force which it is anywhere in the bonds or in this Indenture provided that the certificate of the Trustee shall have.

**Section 12.09.** (a) If the Trustee or the Individual Trustee, as the case may be, in its or his individual capacity shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company (other than in a relationship of the nature specified in subdivision (f) of this Section 12.09) within four months prior to a default, as defined in subdivision (e) of this Section 12.09, or subsequent to such a default, then, unless and until such default shall be cured, the Trustee or the Individual Trustee, as the case may be, shall set

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apart and hold in a special account for the benefit of the Trustee or the Individual Trustee, as the case may be, in their individual capacities, and of the Indenture security holders, as defined in subdivision (e) of this Section 12.09:

(1) an amount equal to any and all reductions in the amount due and owing to the Trustee or the Individual Trustee, as the case may be, upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in paragraph (2) of this subdivision (a), or from the exercise of any right of setoff which the Trustee or the Individual Trustee, as the case may be, could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(2) all property received by the Trustee or the Individual Trustee, as the case may be, in respect of any claim as such creditor, either as security therefor or in satisfaction or composition thereof or otherwise, after the beginning of such four months' period or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of the Company and its other creditors in such property or such proceeds.

(b) Nothing contained in this Section 12.09 shall affect the right of the Trustee or the Individual Trustee, as the case may be:

(1) to retain for its or his own account (i) payments made on account of any such claim described in subdivision (a) of this Section 12.09 by any person, other than the Company, who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by the Trustee or the Individual Trustee; as the case may be, to a third person, and (iii) distributions made in cash, securities or other property in respect of claims filed against the

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Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law;

(2) to realize, for its or his own account, upon any property held by the Trustee or the Individual Trustee, as the case may be, as security for any such claim, if such property was so held prior to the beginning of such four months' period;

(3) to realize, for its or his own account, but only to the extent of the claim hereinafter mentioned, upon any property held by the Trustee or the Individual Trustee, as the case may be, as security for any such claim, if such claim was created after the beginning of such four months' period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee or the Individual Trustee, as the case may be, shall sustain the burden of proving that at the time such property was so received the Trustee or the Individual Trustee, as the case may be, had no reasonable cause to believe that a default, as defined in subdivision (e) of this Section 12.09, would occur within four months; or

(4) to receive payment on any claim referred to in paragraphs (2) or (3) of this subdivision (b) against the release of any property held as security for any such claim as provided in such paragraphs (2) or (3), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (2), (3) and (4) of this subdivision (b), property substituted after the beginning of such four months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in such paragraph is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of the Trustee or the Individual Trustee, as

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the case may be, as such creditor, such claim shall have the same status as such pre-existing claim.

(c) If the Trustee or the Individual Trustee, as the case may be, shall be required to account, as in this Section 12.09 provided, the funds and property held in such special account and the proceeds thereof shall be apportioned between the Trustee or the Individual Trustee and the Indenture security holders in such manner that the Trustee or the Individual Trustee, as the case may be, and the Indenture security holders realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law, the same percentage of their respective claims, figured before crediting to the claim of the Trustee or the Individual Trustee, as the case may be, anything on account of the receipt by the Trustee or the Individual Trustee, as the case may be, from the Company of the funds and property in such special account and before crediting to the respective claims of the Trustee or the Individual Trustee, as the case may be, and the Indenture security holders dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this subdivision (c), with respect to any claim, the term "dividends" shall include any distribution with respect to such claim in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which