

than the amount invested by the Trustee in the purchase of the bonds or other obligations so sold, the Trustee shall within five days after such sale notify the Company in writing thereof and within five days thereafter the Company shall pay to the Trustee the amount of the difference between such purchase price and the amount so realized, and the amounts so paid shall be held by the Trustee in like manner and subject to the same conditions as the proceeds realized upon such sale.

Whenever the Company, upon any application for which provision is made in this Indenture in respect to the withdrawal of cash held by the Trustee, shall become entitled to the payment to it by the Trustee of any moneys theretofore deposited with or then held by the Trustee under this Indenture, the Company shall accept bonds or other obligations held by the Trustee as part of the trust estate pursuant to this Section 10, to the extent that such bonds or other obligations shall be tendered to it by the Trustee in lieu of cash; and such bonds or other obligations shall be accepted in lieu of such cash at the cost thereof to the trust estate.

**SECTION 11.** Except as otherwise expressly permitted by this Section 11, no cash held by the Trustee as a part of the trust estate shall be paid over to the Company or applied to the purchase or redemption of Bonds pursuant to this Article VIII, if the Company is to the knowledge of the Trustee in default hereunder; and the Company shall furnish to the Trustee, in connection with each application pursuant to this Article VIII, an officers' certificate stating that the Company is not, and by the making or granting of the application will not be, in default in the performance of any of the terms or covenants of this Indenture. In case the trust estate shall be in the possession of one or more receivers lawfully appointed or of a trustee in bankruptcy or reorganization proceedings (including a trustee or trustees appointed under the provisions of Chapter X of an Act to establish a uniform system of bankruptcy throughout the United States, approved July 1, 1898, as amended) or of assignees for the benefit of creditors, the powers by this Article VIII conferred upon

the Company with respect to the withdrawal of moneys on the basis of property additions, and with respect to the application of moneys held by the Trustee on account of judgment liens or prior lien bonds to the payment, cancellation and discharge, of the respective judgment liens or prior liens with respect to which such moneys were deposited, may be exercised by such receivers, trustees or assignees, with the approval of the Trustee, regardless of whether or not the Company is in default hereunder, and in such event a writing signed by such receivers, trustees or assignees may be received by the Trustee in lieu of any certified resolution required by the provisions of this Article, and such receivers, trustees or assignees may make any certificate required by this Article to be made by an officer or officers of the Company. If the Trustee hereunder shall be in possession of the trust estate under any provision of this Indenture, then all such powers by this Article conferred upon the Company may be exercised by the Trustee in its discretion.

#### ARTICLE IX.

##### REMEDIES UPON DEFAULT.

**SECTION 1.** In case any one or more of the following events (herein called "events of default") shall happen and be continuing, that is to say:

(a) Default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable whether at maturity or otherwise;

(b) Default shall be made in the due and punctual payment of any installment of interest on any Bond or in the due and punctual payment or satisfaction of any sinking fund obligation, when and as such interest installment or sinking fund obligation, as the case may be, shall become due and payable as in such Bond or in this Indenture or any inden-

ture supplemental hereto expressed, and such default shall continue for a period of thirty days;

(c) Default shall be made by the Company in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or any indenture supplemental hereto or in the Bonds contained, and such default shall continue for a period of sixty days after written notice to the Company by the Trustee or by not less than fifteen per cent. (15%) of the Bondholders;

(d) Default shall be made in the due and punctual payment of the principal of any of the prior lien bonds, when and as the same shall become due and payable, either at maturity thereof, by declaration or otherwise, or default shall be made in the due and punctual payment of any installment of interest on any prior lien bonds when and as the same shall become due and payable and such default shall continue beyond the period of grace, if any, specified in the prior lien securing said prior lien bonds;

(e) If the Company shall (1) admit in writing its inability to pay its debts generally as they become due, (2) file a petition in bankruptcy, (3) make an assignment for the benefit of its creditors, (4) consent to the appointment of a receiver of itself or of the whole or any substantial part of the trust estate, or (5) on a petition in bankruptcy filed against the Company be adjudicated a bankrupt;

(f) If an order, judgment or decree shall be entered 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 such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of such appointment;

(g) If the Company shall (1) file a petition under the provisions of Chapter X of an Act to establish a uniform

system of bankruptcy throughout the United States, approved July 1, 1898, as amended, or (2) file an answer seeking the relief provided in said Chapter X;

(h) If a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Company under the provisions of said Chapter X, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of the entry of such order, judgment or decree;

(i) If, under the provisions of any other law for the relief of aid of debtors, any court of competent jurisdiction shall assume custody or control of the Company or of the whole or any substantial part of the trust estate, and such custody or control shall not be terminated within sixty days from the date of assumption of such custody or control; or

(j) If final judgment for the payment of money in excess of One hundred thousand dollars shall be rendered against the Company and the Company shall not discharge the same or provide for its discharge in accordance with its terms or procure a stay of execution thereon within thirty days from the entry thereof or shall not within said period of thirty days, or such longer period during which execution on such judgment shall have been stayed, appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment shall have been granted, passed or entered and cause the execution thereof to be stayed during such appeal;

then, and in each and every such case, the Trustee may, in its discretion and, upon written request of not less than twenty five per cent. (25%) of the Bondholders, shall by notice in writing delivered to the Company declare the principal amount of all Bonds, if not already due and payable, to be immediately due and payable; and upon any such declaration all Bonds shall become and be immediately due and payable, anything in this Inden-