

to the possession and control of any cash, bonds or other obligations and/or stock at the time held by, or payable or deliverable under the provisions of this Indenture to, the Trustees.

Any receiver of the mortgaged properties, or any trustee in bankruptcy, appointed upon the application of the Trustees or of the holders of the bonds, shall, to the extent permitted by law, at the same time be entitled to take possession of any and all excepted property which may be necessary or useful in the operation of the mortgaged property and use the same in the operation of the mortgaged property, provided, however, that the lien of this Indenture shall not thereby be extended to such excepted property and such receiver or trustee shall be accountable to the Company, its successors or assigns, or to whosoever may be lawfully entitled thereto, for any such excepted property so taken or used and for the income therefrom.

SECTION 10.05. In the event of any sale, whether made under the power of sale herein granted or conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the mortgaged property shall be sold in one parcel and as an entirety, in any one of the counties in which any part of the mortgaged property lies, including all the rights, titles, estates, equipment, franchises, privileges, contracts, mortgages and other real and personal property, of every name and nature, unless such sale as an entirety is impracticable by reason of some statute or other cause or, in the discretion of the Trustees, not desirable in the interest of the bondholders, or unless the holders of a majority in principal amount of the bonds hereby secured then outstanding shall in writing request the Trustees to cause the mortgaged property to be sold in parcels, in which cases the sale shall be made in such parcels and in such order as in the former case shall be determined by the Trustees, and in the latter case as may be specified in such request, or, if not so specified, as the Trustees in their discretion shall deem most expedient in the interest of the bondholders; and this provision shall bind the parties hereto and each and every of the holders of the bonds and coupons hereby secured or intended so to be; and the Company, for itself and all persons, firms and corporations claiming by, through or under it,