

TRUSTEE. ALL SUMS AT THE TIME DEPOSITED WITH ANY SUCH DEPOSITARY SHALL NEVERTHELESS FOR ALL PURPOSES OF THIS INDENTURE OR OF SUCH SUPPLEMENTAL INDENTURE, BE DEEMED TO BE HELD BY AND DEPOSITED WITH THE CORPORATE TRUSTEE. THE CORPORATE TRUSTEE SHALL NOT BE UNDER ANY LIABILITY IN RESPECT OF ANY SUMS WHILE DEPOSITED WITH ANY SUCH DEPOSITARY, NOR SHALL ANY SUCH DEPOSITARY BE UNDER ANY OBLIGATION TO SEE TO THE APPLICATION OF ANY SUMS WITHDRAWN FROM IT.

ARTICLE TWELVE.
REMEDIES OF TRUSTEES AND BONDHOLDERS.

SECTION 65. IN CASE ONE OR MORE OF THE FOLLOWING EVENTS, HEREIN CALLED "EVENTS OF DEFAULT", SHALL HAPPEN, THAT IS TO SAY:

- (A) DEFAULT SHALL BE MADE IN THE PAYMENT OF ANY INTEREST ON ANY BOND ISSUE HEREUNDER WHEN AND AS THE SAME SHALL BECOME DUE AND PAYABLE, AND ANY SUCH DEFAULT SHALL HAVE CONTINUED FOR A PERIOD OF 60 DAYS; OR
- (B) DEFAULT SHALL BE MADE IN THE PAYMENT OF THE PRINCIPAL OF ANY BOND ISSUED HEREUNDER WHEN AND AS THE SAME SHALL BECOME DUE AND PAYABLE, WHETHER BY THE TERMS THEREOF OR OTHERWISE AS HEREIN PROVIDED; OR
- (C) DEFAULT SHALL BE MADE IN THE DUE PERFORMANCE OR OBSERVANCE OF ANY OTHER COVENANT OR CONDITION HEREIN REQUIRED TO BE PERFORMED OR OBSERVED BY THE COMPANY, AND ANY SUCH DEFAULT SHALL HAVE CONTINUED FOR A PERIOD OF 60 DAYS AFTER WRITTEN NOTICE THEREOF TO THE COMPANY FROM THE TRUSTEES OR THE CORPORATE TRUSTEE OR FROM THE HOLDERS OF AT LEAST 10% IN AMOUNT OF THE BONDS AT THE TIME OUTSTANDING; OR
- (D) IF THE COMPANY SHALL BECOME INSOLVENT OR SHALL FILE A VOLUNTARY PETITION IN BANKRUPTCY OR SHALL BE ADJUDICATED A BANKRUPT OR INSOLVENT, OR SHALL MAKE A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR AN ORDER, JUDGMENT OR DECREE SHALL BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION, APPOINTING A RECEIVER OF THE COMPANY OR OF THE WHOLE OR ANY PART OF THE TRUST ESTATE, AND SUCH RECEIVER SHALL NOT HAVE BEEN REMOVED OR DISCHARGED WITHIN 60 DAYS FROM THE DATE OF THE APPOINTMENT OF SUCH RECEIVER;

THEN, AND IN EACH AND EVERY SUCH CASE, UNLESS SUCH DEFAULT SHALL HAVE BEEN REMEDIED, THE INDIVIDUAL TRUSTEE, IF THE CORPORATE TRUSTEE BY WRITTEN NOTICE TO THE COMPANY SHALL STATE THAT IT DEEMS IT ADVISABLE, BY HIS AGENTS OR ATTORNEYS, MAY ENTER INTO AND UPON ALL OR ANY PART OF THE MORTGAGED PROPERTY, AND EACH AND EVERY PART THEREOF, AND MAY EXCLUDE THE COMPANY, ITS AGENTS AND SERVANTS, WHOLLY OR PARTLY THEREFROM; AND HAVING AND HOLDING THE SAME MAY USE, OPERATE, MANAGE AND CONTROL THE MORTGAGED PROPERTY AND CONDUCT THE BUSINESS THEREOF, BY SUPERINTENDENTS; MANAGERS, RECEIVERS, AGENTS, SERVANTS AND/OR ATTORNEYS. UPON EVERY SUCH ENTRY, THE INDIVIDUAL TRUSTEE MAY, FROM TIME TO TIME, AT THE EXPENSE OF THE TRUST ESTATE, MAKE ALL SUCH REPAIRS, RENEWALS, REPLACEMENTS AND USEFUL OR REQUIRED ALTERATIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO AND ON THE MORTGAGED PROPERTY, AS TO HIM MAY SEEM NECESSARY, PROPER OR JUDICIOUS. IN EACH SUCH CASE, THE INDIVIDUAL TRUSTEE SHALL HAVE THE RIGHT TO MANAGE THE MORTGAGED PROPERTY AND TO CARRY ON THE BUSINESS AND TO EXERCISE ALL RIGHTS AND POWERS OF THE COMPANY, EITHER IN THE NAME OF THE COMPANY, OR OTHERWISE, AS THE INDIVIDUAL TRUSTEE SHALL DEEM BEST; AND THE INDIVIDUAL TRUSTEE SHALL BE ENTITLED TO COLLECT AND RECEIVE ALL EARNINGS, INCOME, RENTS, ISSUES AND PROFITS OF THE SAME AND EVERY PART THEREOF, EXCEPT ^{INCOME} FROM MONEY, OBLIGATIONS, EVIDENCES OF INDEBTEDNESS, SHARES OF STOCK AND OTHER SECURITIES AND PROPERTY DEPOSITED OR BLEDGED WITH THE CORPORATE TRUSTEE HEREUNDER, OR WITH THE TRUSTEE OR MORTGAGEE OF