

Trustees or the Corporate Trustee for any action taken or suffered by them or it under the provisions of this Indenture upon the faith thereof; but in their discretion the Trustees or the Corporate Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to them may seem reasonable.

SECTION 99. If the Trustees or either of them shall in its, his or their individual capacity be, or shall become, a creditor or creditors directly or indirectly, secured or unsecured, of the Company, within four months prior to a default (as defined by the Trust Indenture Act of 1939) or subsequent to such default then, unless and until such default shall be cured, the Trustees shall set apart and hold in a special account for the benefit of themselves individually and of the holders of the bonds and coupons secured by this Indenture, to the extent and in the manner provided in said Act, such amounts and such property as may be prescribed by said Act; and, if the Trustees shall be required to account, any funds and property held in such special account and the proceeds thereof shall be apportioned between the Trustees and the holders of the bonds and coupons secured by this Indenture in such manner as is provided in said Act.

If the Trustees or either of them have or acquire any conflicting interest as defined by the Trust Indenture Act of 1939, such Trustee or Trustees shall within ninety (90) days after ascertaining that it, he or they have such conflicting interest, either eliminate such conflicting interest or resign in the manner herein provided.

For the purpose of determining whether or not the Trustees have or shall acquire any conflicting interest and determining of the respective rights and obligations of the Trustees, the Company and the holders of the bonds and coupons in respect of any such conflicting interest, this Indenture shall be deemed to contain each and every provision which would have been required or permitted to be inserted herein pursuant to sub-section (b) of Section 310 of the Trust Indenture Act of 1939, as the same existed on the date of this Indenture, had this Indenture been qualified thereunder.

Subject to the foregoing provisions of this Section the Trustees or either of them may acquire and hold bonds and coupons secured by this Indenture and otherwise deal with the Company in the same manner and to the same extent and with like effect as though it, her or they were not Trustee or Trustees hereunder.

As is provided in the Trust Indenture Act of 1939, the Corporate Trustee shall transmit to the holders of the bonds secured by this Indenture and to any regulatory body having jurisdiction pursuant to said Act, and to such other persons as are prescribed in said Act to the extent and in the manner provided in said Act or in the rules, regulations or orders of any regulatory body having jurisdiction pursuant to said Act, such reports as may be prescribed by said Act or such rules, regulations or orders.

SECTION 100. The Trustees, or any successor or successors hereafter appointed, or any of them, may at any time resign and be discharged of the trusts hereby created by giving written notice when such resignation shall take effect to the Company and thereafter publishing notice thereof at least three (3) times before the date on which such resignation is to take effect in a Daily Newspaper published and of general circulation in the Borough of Manhattan, The City of New York, the first publication to be not less than twenty (20) days prior to the date on which such resignation is to take effect, and such resignation shall take effect upon the day specified in such notice unless previously a successor trustee shall have been appointed by the bondholders of the Company as hereinafter provided; and in such event such resignation shall take effect immediately on the appointment of such successor trustee.