

(4) Such cash, if deposited in connection with the release or disposition under §5.03 or §5.05 of any property which is not fixed property, may be paid out to an amount which may be equal to but shall not exceed 100% of the cost or fair value, whichever may be the lesser, of any other property acquired or constructed by the Company and subjected to the lien hereof even though not constituting fixed property, provided that in such case the application shall describe, and shall state the cost and value of, the other property so acquired or constructed.

Until paid out or applied as above provided, such cash shall be held by the Trustee as a part of the trust estate.

Wherever in this Indenture provision is made for the deposit of cash with the Trustee which is subject to disposition as provided in this §5.08, such cash need not actually be deposited if and to the extent that the Company, pursuant to this §5.08, would at the time be entitled to the repayment of such cash if deposited, as evidenced by compliance (whether at the same time or some previous time or times) with the requirements of this §5.08 and/or §2.05 or §2.09. Whenever the Company shall desire to take advantage of this provision, the application otherwise required shall contain an additional statement to such effect; and, for all purposes hereof, the required amount of cash shall be treated as if actually deposited with the Trustee and thereafter paid out by it under this §5.08.

Whenever in any particular case the amount of cash required to be deposited with the Trustee under any of the provisions of this Article 5 shall be a sum not more than \$5,000, then (anything else herein contained to the contrary notwithstanding) the actual deposit of such cash shall not be required; and in lieu of such deposit the Company covenants that it will cause said sum to be expended for purposes for which such cash could be withdrawn under the provisions of this §5.08 if it had been deposited with the Trustee and the Trustee shall be under no duty with respect thereto. The Company further covenants that it will not, without first depositing with the Trustee the amount of cash expended for such purpose as in this paragraph provided, use any additional property acquired or constructed or any bonds retired with such cash as a basis for the authentication and delivery of any bonds under this Indenture or any other action authorized to be taken in lieu thereof.

§5.09. Anything in this Article to the contrary notwithstanding, if, at any time when the Company would otherwise be entitled to the release of any property or the payment or application of any deposited cash or bonds or obligations received in lieu thereof, an event of default as defined in §6.02 shall have happened and be then continuing, the Trustee may in its discretion (except as hereinafter in this §5.09 provided) decline to execute any such release or pay out or apply such cash or its equivalent.

In case the mortgaged property shall be in possession of a receiver or receivers (including in that term any trustee or trustees in bankruptcy or other judicially appointed custodian, however denominated) lawfully appointed, the powers in this Article conferred upon the Company may be exercised by such receiver or receivers with like effect as by the Company, except that in such cases (1) a written instrument signed by the receiver or receivers shall be deemed equivalent to one executed by the appropriate officers of the Company; (2) a copy of an order of the court of primary jurisdiction which appointed such receiver or receivers certified by the clerk or a deputy clerk of such court shall be deemed the equivalent of a certified copy of a resolution duly adopted by the Board of Directors of the Company; (3) the Trustee shall not be entitled to decline to execute a release or pay out or apply cash or its equivalent upon application of such receiver or receivers where the only event of default is the appointment or continuance of the appointment of such receiver or receivers, and (4) even though some other event of default exists, the Trustee shall be fully protected in executing any such release or paying out or applying such

cash or its equivalent in accordance with the instructions or directions contained in a duly entered order or orders of such court of primary jurisdiction, provided that the Trustee shall not be bound to comply with such order (though it may in its discretion rely thereon), unless the Trustee is a party to the proceeding or proceedings wherein such receiver or receivers were appointed. The foregoing provisions with respect to orders of a court of primary jurisdiction shall not be construed as depriving the Trustee of any right to have such order reviewed by an appellate court or courts before complying therewith; but the Trustee shall in no event be required to procure any such review unless so requested by the holders of at least a majority in principal amount of the bonds at the time outstanding hereunder and furnished with indemnity as provided in Article 6.

In case the Trustee shall be in possession of the mortgaged property under any provision of this Indenture, then such powers may be exercised by the Trustee in its discretion, either with or without any application or order on the part of the Company or any of its officers.

§5.10. No purchaser in good faith of any property purporting to have been released by the Trustee hereunder shall be bound to ascertain the authority of the Trustee to execute such release, or to inquire as to any facts or to the furnishing of any evidence required by the provisions hereof as conditions for the exercise of such authority on the part of the Trustee, or to see to the application of any consideration paid by such purchaser.

§5.11. The provisions of §§5.02 to 5.05, both inclusive, shall not be construed as being in limitation of one another, but as separate and independent methods of releasing or disposing of any property subject to the lien of this Indenture.

ARTICLE 6.

Remedies of the Trustee and Bondholders.

§6.01. No coupon or claim for interest appurtenant to any bond hereby secured which in any way, at or after maturity, shall have been transferred or pledged separate or apart from the bond to which it relates (unless accompanied by such bond), shall be entitled, in case of a default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of the bonds issued hereunder and of all coupons and claims for interest not so transferred or pledged. When and as the interest to accrue on the bonds to be issued hereunder is paid, said coupons and claims for interest shall be cancelled, and no purchase or sale of said coupons or claims for interest, nor any advance or loan thereon, made by or on behalf, or at the request, or with the privity of the Company, and no redemption of said coupons or of claims for interest or of any of them, by any guarantor of the payment thereof, shall be taken or shall operate to keep said coupons or claims for interest alive or in force under this Indenture, except after the prior payment in full of the principal of all the bonds and of all coupons or claims for interest not so purchased or funded. In case the time for the payment of any of the coupons or claims for interest on the bonds issued or to be issued hereunder be extended, whether with or without the consent of the Company, such coupons or claims for interest shall be subordinated to the prior payment in full of all the bonds then outstanding and of all the coupons and claims for interest, the time for the payment of which shall not have been so extended.

§6.02. In case any one or more of the following events (herein sometimes called events of default) shall happen, that is to say:

(a) default shall be made by the Company in the due and punctual payment of any instalment of interest on any bond