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(e) For the purposes of § 10.01 of this Article 10, an event of default shall be deemed to have occurred if any of the events specified in Subdivisions (a) to (f), inclusive, of § 6.02 of Article 6 of this Indenture shall have occurred and shall have continued for the period of grace, if any, specified therein.

(f) For the purposes of § 10.01 and § 10.02 of this Article 10, the term "responsible officer" of the Trustee is defined to mean the chairman of the board of directors, the president, every vice-president, the secretary, the treasurer, every trust officer, every assistant trust officer and every other officer and assistant officer of the Trustee customarily performing functions similar to those performed by the persons who at the time shall be such officers respectively or to whom any corporate trust matter is referred because of his knowledge of and familiarity with a particular subject.

§ 10.02. (a) The Trustee shall mail to the holders of bonds whose names and addresses appear in the information preserved at the time by the Trustee in accordance with the provisions of § 11.01 of Article 11 of this Indenture, notice of the happening of all defaults known to the Trustee within ninety (90) days after the occurrence thereof, unless such defaults shall have been cured before the giving of such notice; provided, however, that in the case of any default of the character specified in Subdivision (d) of § 6.02 of Article 6 of this Indenture, no such notice shall be given until at least sixty (60) days after the occurrence thereof; and further provided that, except in the case of default in the payment of the principal of or interest on any of the bonds, or in the payment or satisfaction of any sinking, purchase or replacement fund obligation, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors and/or responsible officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the bondholders.

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- (a) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding unless such other indenture is a collateral trust indenture under which the only collateral consists of bonds issued and outstanding under this Indenture; provided, however, that there shall be excluded from the operation of this Subdivision (a) any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Company are outstanding, if the issuer shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that trusteeship under this Indenture and under such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify such Trustee from acting as such under one of such indentures;
- (b) the Trustee or any of its directors or executive officers is an obligor upon the bonds issued under this Indenture or an underwriter for the Company;
- (c) the Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;
- (d) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of the Company, or of an underwriter (other than the Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (1) one individual may be a director and/or an executive officer of the Trustee and a director and/or an executive officer of the Company, but may not be

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(b) For the purposes of this Section, the term "default" shall mean any event of default specified in § 6.02 of Article 6 of this Indenture, not including in the case of the event of default specified in Subdivision (d) thereof the period of grace provided for therein.

§ 10.03. If the Trustee has or shall acquire any conflicting interest, as defined in this Section, the Trustee shall, within ninety (90) days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign in the manner provided in Subdivision (f) of § 7.01 of Article 7 of this Indenture, such resignation (notwithstanding anything to the contrary contained in said Subdivision) to become effective upon the appointment of a successor trustee and such successor's acceptance of such appointment, and the Company, subject to the right of the bondholders to appoint a successor trustee as provided in § 7.03 of said Article 7, shall take prompt steps to appoint a successor in the manner provided in said § 7.03. In the event that the Trustee shall fail to comply with the foregoing provisions of this Section, it shall, within ten (10) days after the expiration of such ninety-day period, transmit notice of such failure by mail to the holders of the bonds whose names and addresses appear in the information preserved at the time by the Trustee in accordance with the provisions of § 11.01 of Article 11 of this Indenture and to the registered holders of coupon bonds registered as to principal and of registered bonds without coupons; and any bondholder who has been a *bona fide* holder of bonds for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee, and the appointment of a successor, if the Trustee fails, after written request therefor by such holder, to comply with said foregoing provisions of this Section.

For the purposes of this Section, the Trustee shall be deemed to have a conflicting interest if

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- at the same time an executive officer of both the Trustee and of the Company, and (2) if and so long as the number of directors of the Trustee in office is more than nine, one additional individual may be a director and/or an executive officer or the Trustee and a director of the Company, and (3) the Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent, or depository, or in any other similar capacity, or, subject to the provisions of Subdivision (a) of this Section, to act as trustee, whether under an indenture or otherwise;
- (e) ten per cent. (10%) or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner, or executive officer of the Company, or twenty per cent. (20%) or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or ten per cent. (10%) or more of the voting securities of the Trustee is beneficially owned either by an underwriter for the Company or by any director, partner, or executive officer of any such underwriter, or is beneficially owned, collectively, by any two or more such persons;
- (f) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter in this Section defined, (1) five per cent. (5%) or more of the voting securities, or ten per cent. (10%) or more of any other class of security, of the Company, not including bonds issued under this Indenture and securities issued under any other indenture under which the Trustee is also trustee, or (2) ten per cent. (10%) or more of any class of security of an underwriter for the Company;