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of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

The provisions of this § 10.03 which have been made specifically applicable to the Trustee shall also apply to all additional Trustees appointed pursuant to the provisions of § 10.07 of this Article 10.

§ 10.04. (a) Subject to the provisions of Subdivision (f) of this Section, if in its individual capacity the Trustee hereunder, whether the Trustee originally named herein, or a successor Trustee, or a Trustee appointed pursuant to the provisions of § 10.07 of this Article 10, shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company within four (4) months prior to a default, as defined in Subdivision (e) of this Section, or subsequent to such a default, then, unless and until such default shall be cured, such Trustee shall set apart and hold in a special account for the benefit of such Trustee individually and of the indenture security holders, as defined in said Subdivision (e):

(1) an amount equal to any and all reductions in the amount due and owing to such Trustee upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in subparagraph (2) of this Subdivision (a), or from the exercise of any right of set-off which such Trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

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(4) to receive payment on any claim referred to in subparagraph (2) or (3) of this Subdivision (b), against the release of any property held as security for such claim as provided in subparagraph (2) or (3), as the case may be, of this Subdivision (b), to the extent of the fair value of such property.

For the purposes of subparagraphs (2), (3) and (4) of this Subdivision (b), property substituted after the beginning of such four-months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such subparagraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any preexisting claim of such Trustee as such creditor, such claim shall have the same status as such preexisting claim.

(c) If a Trustee shall be required to account as in this Section provided, the funds and property held in such special account and the proceeds thereof shall be apportioned between such Trustee and the indenture security holders in such manner that such Trustee and the indenture security holders realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, the same percentage of their respective claims, figured before crediting to the claim of such Trustee anything on account of the receipt by such Trustee from the Company of the funds and property in such special account and before crediting to the respective claims of such Trustee and of the indenture security holders, dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, but after crediting thereon receipts on

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(2) all property received by such Trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such four months' period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of the Company and its other creditors in such property or such proceeds.

(b) Nothing contained in this Section shall affect the right of a Trustee:

(1) to retain for its own account (i) payments made on account of any such claim described in Subdivision (a) of this Section by any person, other than the Company, who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by such Trustee to a third person, and (iii) distributions made in cash, securities, or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law;

(2) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four-months' period;

(3) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four-months' period and such property was received as security therefor simultaneously with the creation thereof, and if such Trustee shall sustain the burden of proving that at the time such property was so received such Trustee had no reasonable cause to believe that a default, as defined in Subdivision (e) of this Section, would occur within four (4) months; or

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account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this Subdivision (c) with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership or proceeding for reorganization is pending shall have jurisdiction (i) to apportion between such Trustee and the indenture security holders, in accordance with the provisions of this Subdivision (c), the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this Subdivision (c) due consideration in determining the fairness of the distributions to be made to such Trustee and the indenture security holders with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this Subdivision (c) as a mathematical formula.

(d) If a Trustee shall have resigned or been removed after the beginning of such four-months' period, it shall nevertheless be subject to the provisions of this Section as though such resignation or removal had not occurred. If a Trustee shall have resigned or been removed prior to the beginning of such four-months' period, it shall nevertheless be subject to the provisions of this Section, as though such resignation or removal had not occurred, if