

penses, liabilities, indemnity and advances may be denied to the Trustee or to its counsel or other agents for any reason, the court may nevertheless allow such claim in any such proceeding, and for the purposes of any plan of reorganization, readjustment, arrangement or composition or other like plan, may classify the Trustee as a secured creditor of a class separate and distinct from that of other creditors and of a class having priority over the class in which the holders of the Bonds are placed, and that the Trustee also, for the purposes of such claim, in priority to the holders of the Bonds,

(a) shall be entitled to receive and collect such claim out of all distributions of securities, dividends or other disbursements which would otherwise be made to the holders of the Bonds in any such proceeding, and

(b) shall have a lien upon all securities and other considerations to which the holders of the Bonds may become entitled pursuant to any such plan in any such proceeding,

and the court may determine the method and conditions under which any such distributions may be made and such lien enforced.

§ 15.12. Whenever in the administration of the trusts of this Indenture, prior to a default hereunder, and after the curing of all defaults which have occurred, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of the Company delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

§ 15.13. Whenever it is provided in this Indenture that the Trustee shall take any action upon the happening of a specified event or upon the fulfillment of any condition or upon the request of the Company or of bondholders, the Trustee taking such action shall have full

§ 15.11. In order further to assure the Trustee that it will be compensated, reimbursed and indemnified as provided in § 15.10 and that the prior lien provided for in § 15.10 upon the trust estate to secure the payment of such compensation, reimbursement and indemnity will be enforced for the benefit of the Trustee, all parties to this Indenture agree, and each holder or owner of any Bond by his acceptance thereof shall be deemed to have agreed that in the event of

(1) the adjudication of the Company as a bankrupt by any court of competent jurisdiction,

(2) the filing of any petition seeking the reorganization of the Company under the Federal Bankruptcy Laws or any other applicable law or statute of the United States of America or of any State thereof,

(3) the appointment of one or more trustees or receivers of all or substantially all of the property of the Company,

(4) the filing of any bill to foreclose this Indenture,

(5) the filing by the Company of a petition to take advantage of any insolvency act, or

(6) the institution of any other proceeding wherein it shall become necessary or desirable to file or present claims against the Company,

the Trustee may file from time to time in any such proceeding or proceedings a proof of claim as a secured creditor for its reasonable compensation for all services rendered by it (including services rendered during the course of any such proceeding or proceedings) and for reimbursement of all expenses, liabilities and advances (including the reasonable compensation and expenses of its counsel and of all persons not regularly in its employ) made or incurred by it in the execution of the trusts created by this Indenture and in the exercise and performance of any of the powers and duties of the Trustee under this Indenture and for all amounts to which the Trustee is entitled as indemnity as provided in § 15.10. Each holder of any Bond shall be deemed to have agreed that to the extent that an allowance out of the estate in any such proceeding with respect to such reasonable compensation, ex-