

without any further act, deed, or conveyance, shall become vested with all the estates, properties, rights, powers, trusts, and duties of the predecessor in trust hereunder, with like effect as if originally named as trustee in this Indenture; but, nevertheless, on the written request of the Corporation or of the successor trustee, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, trusts, and duties of the trustee so ceasing to act; and upon request of any such successor trustee or the Corporation, the trustee ceasing to act shall make, execute, acknowledge, and deliver any and all deeds, conveyances, or other instruments in writing more fully and certainly to vest in and confirm to such successor trustee all such estate, properties, rights, powers, trusts, and duties. All conveyances and other instruments hereinbefore provided for, when and if executed and delivered, shall be at the cost of the Corporation and its successors.

SECTION 4. The compensation of the Trustee and of its agents and counsel for services rendered in connection with the execution, recordation and filing of this Indenture and any supplements hereto shall be seventy-five dollars (\$75) or one-fortieth ($1/40$) of one per centum (1%) of the principal amount of the First Note, whichever shall be the greater, and one-fortieth ($1/40$) of one per centum (1%) of the principal amount of each additional note or refunding, substituted, or renewal note from time to time executed and delivered; provided, however, that the compensation based on any refunding, substituted, or renewal note or notes executed and delivered at any one time shall not exceed twenty-five dollars (\$25), regardless of the principal amount or the number of such notes executed and delivered at such time. The Trustee, its agents, or counsel shall not otherwise be entitled to compensation hereunder, except for active services rendered in connection with the exercise of rights or the enforcement of remedies hereunder, and in such instances the Trustee and its agents and counsel shall be entitled to reasonable compensation and expenses; provided, however, that the compensation of the Trustee and its agents for services rendered pursuant to subsections (b) and (c) of section 2 of article III of this Indenture shall in no event exceed one-quarter ($1/4$) of one per centum (1%) of the first one hundred thousand dollars (\$100,000) of the aggregate unpaid principal amount of the notes outstanding at the time of the rendition of such services and one-eighth ($1/8$) of one per centum (1%) of the balance of such unpaid principal amount of such notes.

SECTION 5. No counsel shall be employed by the Trustee in connection with the exercise of any rights or the enforcement of any remedies hereunder except with the approval in writing of the majority noteholders.

ARTICLE V

POSSESSION UNTIL DEFAULT-DEFEASANCE CLAUSE

SECTION 1. Until some one or more of the events of default shall have happened, the Corporation shall be suffered and permitted to retain actual possession of the Trust Estate, and to manage, operate, and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use, and enjoy the rents, revenues, issues, earnings, income, products, and profits thereof or therefrom, subject to the provisions of this Indenture.

SECTION 2. If the Corporation shall well and truly pay or cause to be paid the whole amount of the principal of and interest on the notes at the times and in the manner therein provided, according to the true intent and meaning thereof, and shall also pay or cause to be paid all other sums payable hereunder by the Corporation and shall well and truly keep and perform, according to the true intent and meaning of this Indenture, all covenants herein required to be kept and performed by it, then and in that case, all property, rights, and interest hereby conveyed or assigned or pledged shall revert to the Corporation and the estate, right, title, and interest of the Trustee shall thereupon cease, determine, and become void and the Trustee, in such case, on written demand of the Corporation but at the Corporation's cost and expense, shall enter satisfaction of this Indenture upon the record. In any event, each noteholder, upon