

said moneys so deposited, or in any part thereof, except such thereof, if any, as may be paid to the Company pursuant to the provisions of Section 16.02 hereof.

If the Company shall appoint a Paying Agent other than the Corporate Trustee, it will cause such Paying Agent to execute and deliver to the Corporate Trustee an instrument in which such Paying Agent shall agree with the Corporate Trustee, subject to the provisions of this Section 4.12:

(1) that it will hold all sums held by it as such Paying Agent for the payment of the principal of, premium, if any, or interest on the Bonds in trust for the benefit of the holders of the Bonds or of the Corporate Trustee, as the case may be; and

(2) that it will give the Corporate Trustee notice of any default in the making of any payment of the principal of, premium, if any, or interest on the Bonds when the same shall be due and payable.

If the Company shall act as its own Paying Agent, it will, on or before each due date of the principal of, premium, if any, or interest on the Bonds, set aside, segregate and hold in trust for the benefit of the holders of the Bonds a sum sufficient to pay such principal, premium, if any, or interest so becoming due and will notify the Corporate Trustee of any failure to take such action.

Anything in this Section 4.12 to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture, or for any other purpose, pay or cause to be paid to the Corporate Trustee all sums held in trust by it or any Paying Agent as required by this Section 4.12, such sums to be held by the Corporate Trustee upon the trusts herein contained.

Anything in this Section 4.12 to the contrary notwithstanding, the agreement to hold sums in trust as provided in this Section 4.12 is subject to the provisions of Section 16.02 hereof.

SECTION 4.13. If any Present Prior Lien Securities pledged hereunder pursuant to Section 2.04(c) hereof were issued on the basis of Bondable Additions and Betterments (as defined in the Seaboard Mortgage) which included any property not subject to the lien of this Indenture, or on the basis