

to Trustee had been so conveyed and assigned under the Original Trust Indenture, except as hereinafter provided.

ARTICLE IV:

REMEDIES IN CASE OF DEFAULT

4.01 Upon the occurrence of any event of default as that term is defined in the Original Trust Indenture, and if such default is not waived by the Principal Trustee, as Trustee under the Original Trust Indenture as therein provided, and if the holders of the Bonds have not directed otherwise pursuant to any provision of the Original Trust Indenture, or in the event of a default under the terms of any mortgage covering the Separate Trust Estate or any portion thereof, or under any promissory note evidencing any indebtedness secured by the Separate Trust Estate or any portion thereof, or under any other instrument evidencing, securing or otherwise relating to any indebtedness secured by the Separate Trust Estate or any portion thereof, whether or not any such mortgage, promissory note, or other instrument be subordinate hereto, then the Trustee may, upon receipt of written consent from the Principal Trustee:

(a) To the extent permitted by law, enter into and upon and take possession of all the Separate Trust Estate and exclude the Company wholly therefrom, and hold, operate, manage and control the same, and, in the name of the Company or otherwise as it shall deem best, conduct the business thereof and exercise the franchises pertaining thereto and all the rights and powers of the Company and use all of the then existing property, materials, supplies and other assets for that purpose, and, at the expense of the Separate Trust Estate, from time to time, maintain, repair, restore and keep insured the properties, equipment and apparatus provided or required for use in connection with