

BOOK 1479 - 89

If, and to the extent that the Trustees or either of them and their, its or his counsel and other agents do not receive compensation for services rendered, reimbursements of their, its or his advances, expenses and disbursements, or indemnity, as herein provided, as the result of allowances made in any reorganization, bankruptcy, receivership, liquidation or other proceeding or by any plan of reorganization or readjustment of obligations of the Company, the Trustees or either of them shall be entitled, in priority to the Holders of the Bonds, to receive any distributions of any securities, dividends or other disbursements which would otherwise be made to the Holders of Bonds in any such proceeding or proceedings and the Corporate Trustee is hereby constituted and appointed, irrevocably, the attorney in fact for the Holders of the Bonds and each of them to collect and receive, in their name, place and stead, such distributions, dividends or other disbursements, to deduct therefrom the amounts due to the Trustees or either of them, their, its or his counsel and other agents on account of services rendered, advances, expenses, and disbursements made or incurred, or indemnity, and to pay and distribute the balance, pro rata, to the Holders of the Bonds. The Trustees or either of them shall have a lien upon any securities or other considerations to which the Holders of Bonds may become entitled pursuant to any such plan of reorganization or readjustment of obligations, or in any such proceeding or proceedings; and the court or judge in any such proceeding or proceedings may determine the terms and conditions under which any such lien shall exist and be enforced.

Section 16.09. (A) Subject to the provisions of subdivision (B) of this Section 16.09, if the Trustees or either of them shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company within four months prior to a default (as defined in subdivision (C)(1) of this Section 16.09), or subsequent to such a default, then, unless and until such default shall be cured, the Trustees, or either of them, as the case may be, shall set apart and hold in a special account for the benefit of such Trustees, or either of them, as the case may be, individually, the Holders of the Bonds, and the holders of other indenture securities (as defined in subdivision (C)(2) of this Section 16.09)

(1) an amount equal to any and all reductions in the amount due and owing 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 clause (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

(2) all property received by the Trustees, or either of them, 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,