

ARTICLE 9.

REMEDIES.

§ 9.01. The following events are hereby defined for all purposes of this Indenture (except where the term is otherwise defined for specific purposes) as "defaults", namely:

- (a) Failure to pay interest on any of the Bonds for a period of sixty (60) days after such interest shall have become due and payable;
- (b) Failure to pay the principal of or premium, if any, on any of the Bonds when and as the same shall become due and payable as therein expressed whether at maturity, upon call for redemption by declaration as herein provided or otherwise;
- (c) Failure to discharge any sinking fund obligation in respect of any of the Bonds if such failure shall continue for a period of sixty (60) days after such obligation shall have become due;
- (d) Failure to perform or observe the covenants, agreements or conditions on the part of the Company to be kept, observed or performed in § 5.14, § 5.17 and § 5.18.
- (e) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the Company to be kept, observed and performed, in this Indenture or in any indenture supplemental hereto or in any of the Bonds contained, and the continuance of such failure for a period of sixty (60) days after written notice specifying the same and requiring the same to be remedied shall have been given to the Company by the Trustee, or to the Company and the Trustee by the holders of not less than ten per centum (10%) in principal amount of the Bonds then outstanding;

(f) The adjudication of the Company as a bankrupt by a court of competent jurisdiction or the entry by such a court of an order approving a petition filed by any creditors or stockholders of the Company seeking reorganization or readjustment of the Company under the Federal Bankruptcy Laws or other law or statute of the United States of America or any State, or an order appointing a trustee or a receiver or receivers

served at the time by the Trustee, as provided in subsection (a) of § 8.02 hereof.

(d) A copy of each such report shall, at the time of such transmission to bondholders, be filed by the Trustee with each stock exchange upon which the Bonds are listed and also with the Securities and Exchange Commission and the Company.

The Company will notify the Trustee of the name and address of each stock exchange on which the Bonds are listed.

(e) If a separate or co-trustee is appointed pursuant to § 15.19, the provisions of this § 8.04 which have been made specifically applicable to the Trustee shall also apply to such separate or co-trustee to the extent consistent with the rights, powers, duties and obligations conferred or imposed upon such separate or co-trustee by the supplemental indenture appointing such separate or co-trustee. Any such separate or co-trustee may, if he so elects, furnish to the Trustee all information concerning such separate or co-trustee which such separate or co-trustee is required to report, and the Trustee shall transmit and file such information, in accordance with the provisions of this § 8.04, on behalf of such separate or co-trustee; provided, however, that the Trustee shall not be responsible for the accuracy or completeness of any such information or for the failure of any such separate or co-trustee to report or to furnish any such information. In the event that any such separate or co-trustee shall elect to furnish information to the Trustee in accordance with the provisions of this subsection (e), the information required pursuant to subsection (a) of this § 8.04 shall be furnished to the Trustee in writing not less than fifteen (15) days before the report is required to be made, and, in the case of information required pursuant to subsection (b) of this § 8.04, such information shall be furnished to the Trustee in writing within sixty (60) days after the taking by any such separate or co-trustee of any action required to be reported.