

and only if the receipt of property or reduction of claim which would have given rise to the obligation to account, if such Trustee had continued as such Trustee, occurred after the beginning of such four-months' period and within four (4) months after such resignation or removal.

(e) As used in this Section, the term "default" means any failure to make payment in full of principal or interest, when and as the same becomes due and payable, under any indenture which has been qualified under the Trust Indenture Act of 1939, and under which the particular Trustee is trustee and the Company is an obligor; and the term "indenture security holders", notwithstanding anything contained elsewhere in this Indenture, means all holders of securities outstanding under any such indenture under which any such default exists.

(f) A Trustee shall not be required to account, as provided in this Section, if the creditor relationship arises from:

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one (1) year or more at the time of acquisition by such Trustee;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction, or by the terms and provisions of this Indenture, for the purpose of preserving the property subject to the lien hereof or of discharging tax liens or other prior liens or encumbrances on the trust estate, if notice of such advance and of the circumstances surrounding the making thereof is given to the bondholders, at the time and in the manner provided in this Indenture;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

negotiating or incurring of the draft, bill of exchange, acceptance or obligation.

§ 10.05. In the case of a default in the payment of the principal of any bond, when and as the same shall become due and payable, or in the case of a default in the payment of the interest on any bond, when and as the same shall become due and payable and the continuance of such default after sixty (60) days, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company (or any successor thereto) for the whole amount of such principal and interest remaining unpaid. The Trustee may file such proofs of claim or other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and of the bondholders allowed in any judicial proceedings relative to the Company (or any successor thereto), its creditors, or its property. The Trustee is hereby irrevocably appointed (and the successive respective holders of the bonds and of the coupons by taking and holding the same shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective holders of the bonds and of the coupons, with authority to make and file in the respective names of the holders of the bonds or of the coupons, or on behalf of the holders of the bonds or of the coupons as a class, subject to deduction from any such claims of the amounts of any claims filed by any of the holders of the bonds or of the coupons themselves, any proof of debt, amendment of proof of debt, claims, petition or other documents in any such proceedings and to receive payment of any sums becoming distributable on account thereof, and to execute any other papers and documents and to do and perform any and all acts and things for and on behalf of such holders of the bonds and of the coupons, as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the Trustee and of the holders of the bonds and of the coupons against the

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction, as defined in this Subdivision (f);

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25(a) of the Act approved December 23, 1913, known as the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Company; or

(6) the acquisition, ownership, acceptance, or negotiation of any drafts, bills of exchange, acceptances, or obligations which fall within the classification of self-liquidating paper, as defined in this Subdivision (f).

The term "security" or "securities", as used in this Subdivision (f), shall have the meaning assigned to the said term in Section 2 of the Securities Act of 1933.

The term "cash transaction", as used in subparagraph (4) of this Subdivision (f), means any transaction in which full payment for goods or securities sold is made within seven (7) days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand.

The term "self-liquidating paper", as used in subparagraph 6 of this Subdivision (f), means any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with the Company arising from the making, drawing,

Company or its property allowed in any such proceeding, and to receive payment of or on account of such claims; provided, however, that nothing contained in this Indenture shall be deemed to give to the Trustee any right to accept or consent to any plan of reorganization or otherwise by action of any character in any such proceeding to waive or change in any way any right of any bondholder.

§ 10.06. Anything in Article 7 of this Indenture to the contrary notwithstanding, the Trustee hereunder shall at all times be a corporation organized and doing business under the laws of the United States or of any State, having a combined capital and surplus of not less than \$10,000,000, which is authorized under the laws of the jurisdiction of its incorporation to exercise corporate trust powers and is subject to supervision or examination by Federal or State authority. If such Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, the combined capital and surplus of such Trustee shall, for the purposes of this Section, be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

§ 10.07. (a) If at any time or times it shall be necessary or prudent in order to conform to any law of any state in which the Company shall at the time hold any property subject to the lien hereof, or the Trustee shall be advised by counsel, satisfactory to it, that it is so necessary, the Trustee and the Company shall execute and deliver all instruments and agreements necessary or proper to constitute another bank or trust company or one or more persons approved by the Trustee and the Company, either to act as additional Trustee or additional Trustees of all or any of the property subject to the lien hereof, jointly with the Trustee originally named herein or any successor, or to act as separate Trustee or Trustees of any such prop-