

COMPARED

413

equal to the proportion of the bonds or obligations of such company pledged under this Indenture shall be received by the Corporate Trustees and shall thereafter be held by them under this Indenture as pledged securities.

With the written consent of the Company the Corporate Trustees at any time may join in any plan of reorganization in respect of any bonds or obligations pledged under this Indenture and may accept or authorize the acceptance of new securities issued in exchange therefor under any such plan, and with or without such consent, may take such other action not in conflict with any express provision hereof, as in their discretion they may deem advisable to protect their interests and the interests of the bondholders hereunder in respect of any such pledged securities. In case of the happening of any of the events of default mentioned in Section 2 of Article IX hereof or in case the Trustees shall have entered or shall have elected to enter upon any part of the trust estate either under the power conferred by this Indenture or by the voluntary action of the Company, the Corporate Trustees shall be entitled to take such steps without the consent of the Company.

In case neither the Corporate Trustees nor the Company shall purchase or cause to be purchased the property sold at any such sale and shall not join in a plan of reorganization as aforesaid in respect of such pledged securities, then the Corporate Trustees shall receive any portion of the proceeds of the sale accruing on the securities by them held hereunder, and such proceeds shall be held and disposed of as is provided in Section 6 of Article VIII hereof, with respect to the disposition of the proceeds of released property, or, if an event of default then exists hereunder, as is provided with respect to collected interest in Section 3 of this Article. The Corporate Trustees shall not be required to take or cause to be taken any action in accordance with the terms and provisions of this Section unless the Trustees be indemnified to the satisfaction of the Corporate Trustees against and all loss, expense and liability in connection therewith.

SECTION 9. The Company covenants that on demand of the Corporate Trustees it forthwith will pay or will satisfactorily provide for all expenditures incurred by the Corporate Trustees under any of the provisions of this Article, including all sums required to protect or to obtain and perfect the ownership of and title to any property which the Corporate Trustees shall purchase or shall cause or authorize to be purchased pursuant to the provisions of this Article; and in any case, without impairment or prejudice to any of their rights hereunder by reason of any default of the Company, the Corporate Trustees in their discretion may advance all such expenses and such other moneys required, or may procure such advance to be made by others, and for such advances made by the Corporate Trustees or by others at their request together with interest thereon at the rate of six per cent per annum until repaid, the Corporate Trustees shall have a lien upon the property mortgaged and pledged under this Indenture in priority to the lien of the bonds hereby secured.

SECTION 10. In the event that at any time hereafter shares of capital stock of any corporation shall be pledged under this Indenture, there shall, at the time of the delivery of certificates for said shares of stock to the Corporate Trustees be executed by the Company and delivered to the Trustees a supplemental indenture in such form and containing such provisions, satisfactory to the Corporate Trustees, as in the opinion of counsel (who may be of counsel to the Company) selected by the Company and satisfactory to the Corporate Trustees shall be necessary or advisable to define and state the terms, conditions and provisions.