

now or hereafter existing shall happen and shall result in such funded debt becoming or being declared due and payable prior to the date on which it would otherwise become due and payable;

(e) by the decree of a court of competent jurisdiction, the Company shall be adjudicated a bankrupt, or by order of such court, a receiver or receivers shall be appointed of the Company or of all the property of the Company, or a substantial part thereof, or if an order or decree shall be made by any court of competent jurisdiction for the winding up or liquidation of the business and affairs of the Company;

(f) The Company shall file a petition in voluntary bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent in any proceeding to the appointment of a receiver or receivers of the Company or of all or any part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall voluntarily take any action for the winding up or liquidation of its business and affairs;

(g) final judgment for the payment of money shall be rendered against the Company and the Company shall not discharge the same or cause it to be discharged within six months from the entry thereof, or shall not appeal therefrom, or from the order, decree or process upon which or pursuant to which said judgment was granted, passed or entered;

(h) The Voting Trust Agreement, dated as of October 15, 1924, under which the common stock of the Company is held shall be terminated in any manner or for any cause other than as therein provided; then and in each and every such case, the Trustee may, and upon the written request of the holders or registered owners of one-fourth in principal amount of the bonds then outstanding shall, by written notice to the Company, declare the principal of all the bonds then outstanding (if not then due and payable) to be due and payable, and upon any such declaration the same shall become and be immediately due and payable. This provision, however, is subject to the condition that if at any time after the principal of the bonds shall have so become due and payable, and prior to the date of maturity thereof stated in the bonds, and before any sale of the mortgaged premises and property or any part thereof, all arrears of interest, if any, upon all the bonds (with interest at the rate borne by the bonds on any overdue interest), and the expenses and charges of the Trustee shall be paid by the Company, and every other default or event of default of which the Trustee shall have notice, in the observance or performance of any covenant or condition of the bonds or of this indenture, shall be made good or be secured to the satisfaction of the Trustee, or provisions deemed by the Trustee to be adequate shall be made therefor, then and in every such case the holders or registered owners of a majority in principal amount of the bonds then outstanding, by written notice to the Company and to the Trustee, may waive the default or event of default by reason of which the principal of the bonds shall have so become due and payable, and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 3. If one or more of the events of default shall happen, then and in each and every such case, the Trustee personally, or its agents or attorneys, may, but shall not be required to, enter into and upon all or any part of the lands, properties and premises, interests, rights and franchises hereby conveyed or intended so to be, and each and every part thereof, and may exclude the Company, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control said property and premises, and conduct the business thereof, either personally or by its superintendents, managers, agents, servants and attorneys or receivers, either in the name of the Company or