

be affected by any entry or sale hereunder or by the exercise of any other right, power or remedy for the enforcement of the provisions of this indenture or the foreclosure of the lien hereof, and in the case of a sale of the mortgaged property and of the application of the proceeds of sale to the payment of the indebtedness hereby secured, the Trustees, and each of them, in their, its or his own names or name, and as trustees or trustee of any express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the bonds and coupons issued hereunder and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the indebtedness remaining unpaid, with interest, as aforesaid. No recovery of any such judgment by the Trustees, or either of them nor any attachment or levy of execution under any such judgment upon the mortgaged property, or any part thereof, or upon any other property, shall in any manner or to any extent affect the lien of this indenture upon the mortgaged property, or any part thereof, or any liens, rights, powers or remedies of the Trustees, or either of them, or of the holders of the bonds and coupons issued hereunder but such liens, rights, powers and remedies shall continue unimpaired as before.

The Trustees, and each of them, in their, its or his own names or name and as trustees or trustee of an express trust, shall also be entitled to make and/or file proof of debt or claim in any equity receivership, insolvency, liquidation, bankruptcy, proceedings for the relief of debtors, or other proceedings to which the Company shall be a party, for the whole amount of the indebtedness represented by the outstanding bonds and coupons, for interest or principal or both, as the case may be, and for all other sums then secured by or payable under this indenture, to do and perform all such acts and things as the Trustees, or either of them, may deem necessary or advisable in order to have any such debt or claim allowed in any such proceeding and to receive payment of or on account of any such debt or claim.

Any moneys collected by the Trustees, or either of them, under this section shall be deposited with and applied by the Trustee;

First: To the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, including counsel fees, and of the charges, expenses and liabilities incurred and all advances made by the Trustees, or either of them, under this indenture or in execution any trust or power hereunder, as well as just and reasonable compensation for the services of the Trustee;

Second. To the payment of the amounts then due and unpaid upon the bonds and coupons in respect whereof such moneys shall have been collected, ratably and without preference or priority of any kind (except as provided in section 7.03 hereof), according to the amounts due and payable upon such bonds and coupons, respectively, at the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several bonds and coupons and stamping such payment thereon if partly paid and upon surrender and cancellation thereof if fully paid; and

Third. To the payment of the surplus, if any, to the Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

All rights of action under this indenture or under any of the bonds or coupons, enforceable by the Trustees, or either of them, may be enforced by the Trustees, or either of them, without the possession of any of the said bonds or coupons or the production thereof on any trial or other proceeding relative thereto.

Section 9.10. No holder of any bond or coupon hereby secured shall have any right as such holder to institute any suit, action or proceeding in equity or at law, for the foreclosure of this indenture or for the execution of any trust hereof, or for the appointment of a receiver, or for any other remedy hereunder, or by reason hereof, all rights of action hereunder being vested exclusively in the Trustees, except in case of refusal or neglect of the Trustees to act after default and after request by the holders of twenty per cent (20%) in principal amount of the bonds outstanding hereunder and tender of indemnity satisfactory to the trustees; provided, however, that nothing herein contained shall be deemed to prevent the holder of any bonds issued and outstanding hereunder on the maturity thereof from proceeding by judicial process on such bonds, but not on this indenture, to collect the amount due thereon for principal and interest according to the terms thereof.

Section 9.11 No remedy herein conferred upon or reserved to the Trustees, or either of the, is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 9.12 If any covenant, agreement or waiver in this article or elsewhere in this indenture contained be forbidden by any pertinent law, or under any pertinent law be effective to render this indenture invalid or unenforceable or to impair the lien hereof, then each such covenant, agreement and waiver shall itself, be, and is hereby declared to be, wholly inoperative,