

and the Trustee shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 5.02. The Company covenants that (1) in case an event of default shall be made in the payment of any interest on any Debenture or Debentures at any time outstanding under this Indenture, as provided in Section 5.01 (1) above, and such default shall have continued for a period of sixty (60) days, or (2) in case default shall be made in the payment of the principal of any such Debentures when the same shall have become payable, whether at maturity, by call for redemption, by declaration as authorized by this Indenture, or otherwise--then, upon written demand of the Trustee, the Company will pay to the Trustee, for the benefit of the holders of the Debentures issued hereunder and then outstanding the whole amount which then shall have become due and payable on all such Debentures for principal, interest, and premium, if any, as the case may be, including interest at the rate of six per centum (6%) per annum on overdue principal and premium, if any, and on overdue installments of interest; and, in addition thereto, such further amount as shall be sufficient to cover reasonable compensation to the Trustee and its agents and attorneys, and its reasonable expenses.

The Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to recover judgment against the Company for the whole amount due pursuant to this Section 5.02 and remaining unpaid together with the lawful costs, which shall include reasonable compensation to the Trustee, and its agents and attorneys, and its reasonable expenses. Any moneys thus collected by the Trustee under this Section 5.02 and any other moneys held by the Trustee under the terms hereof shall be applied by the Trustee first, to the payment of such compensation of the Trustee and its agents and attorneys and such expenses, and second, towards the payment of the amounts then due and unpaid upon the Debentures for principal and premium, if any, and interest in respect of which such money shall have been collected, ratably and without any preference or priority of any kind according to the amounts due and payable upon such Debentures, respectively, at the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several Debentures and stamping such payment thereof, if partly paid, and upon surrender thereof, if fully paid.

In case any one or more of the events of default shall happen, the Trustee may in its discretion, and upon the written request of the holders of not less than Twenty-five (25%) percent in principal amount of the Debentures then outstanding, shall proceed by or in such action or actions or suit or suits at law or in equity, or in such other proceedings, or otherwise, as the Trustee may be advised by counsel to be appropriate, to enforce payment of all such principal and/or interest as shall have so become due, and to obtain judgment for the recovery of the amounts then due and payable upon the Debentures and to enforce specific performance of this Indenture and to obtain all other appropriate relief, and to cause execution to issue upon such judgment and to cause the same to be collected out of the property, interests and rights of the Company, of whatsoever kind or nature and wheresoever situate, or to exercise any one or more appropriate remedies. Any action, suit or other proceeding instituted by the Trustee shall be brought in its own name, as Trustee, and every recovery of judgment, subject to the payment of reasonable compensation to the Trustee and its agents and attorneys, and its reasonable expenses, shall be for the ratable benefit of the holders of the Debentures.