

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 owners of not less than twenty-five (25%) per cent 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 where-soever 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 owners of the Debentures.

All rights of action under this Indenture, or under any of said Debentures may be enforced by the Trustee without the possession of any of the Debentures or the production thereof on any trial or other proceedings relative thereto.

The owners of a majority in principal amount of the Debentures then outstanding, from time to time, shall have the right (A) to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture, or (B) on behalf of the owners of all the Debentures, to consent to the waiver of any past default and its consequences as provided in Section 5.01.

Section 5.03. The Company covenants that at and immediately upon the commencement of any action by the Trustee to obtain judgment for the principal of or interest on the