

Debentures, or for both, after the happening of any of the events of default, the Company, unless the happening of such event or events of default shall in good faith be contested by the Company, will waive the issuance and service of process and enter its voluntary appearance in such action, and consent to the entry of a judgment for all principal and premium, if any, and interest then due and interest upon overdue principal and premium, if any, (if and to the extent permitted by law) upon overdue installments of interest at the rate of six (6%) per cent per annum, and for all amounts owing to the Trustee for reasonable compensation to the Trustee and its agents and attorneys, and its reasonable expenses, and for the lawful costs.

Section 5.04. No holder of any Debentures issued hereunder shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereof, or for the appointment of a receiver or for the enforcement of any other remedy under or upon this Indenture, unless such owner previously shall have given to the Trustee written notice of default and of the continuance thereof, as hereinbefore provided, nor unless, also, the owners of not less than twenty-five (25%) per cent in principal amount of the Debentures then outstanding shall have made written request upon the Trustee, and shall have afforded to it a reasonable opportunity, to institute such action, suit or proceeding in its own name, nor unless, also they shall have furnished to the Trustee security and indemnity, satisfactory to it, against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee, for thirty (30) days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit, or proceeding; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be conditions precedent to the execution by any such owner of the powers and trusts of this Indenture, and to any action or cause of action by such owner for any remedy hereunder; it being understood and intended, and being expressly covenanted by every taker and owner of every Debenture issued hereunder with every other taker and owner of every Debenture issued hereunder with every other taker and owner and the Trustee, that no one or more owners of such Debentures shall have any right in any manner whatsoever by virtue of or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of the owners of any other of such Debentures or to obtain or seek to obtain priority over or preference to any other such owner, or to enforce any right under this Indenture, except in the manner herein provided, and for the equal, ratable, and common benefit of all owners of outstanding Debentures.

Notwithstanding any other provision in Articles First to Twelfth, inclusive, of this Indenture, the right of any owner of any Debenture to receive payment of the principal of and interest on such Debenture, on or after the due dates expressed in such Debenture, or to institute suit for the enforcement of any such payment on or after such date, shall not be impaired or affected without the consent of the owner.