

coupons so applied in payment by the purchaser shall be deemed to be paid only to the extent so applied. All remedies conferred by this trust Indenture shall be deemed cumulative and not exclusive, and shall not be deemed to deprive the Trustee or the bondholders of any legal or equitable remedy by judicial proceedings appropriate to enforce the conditions, covenants and agreements hereof, and the Trustee may, at its discretion, and upon the written request of one-third in amount of the bonds then outstanding, upon being indemnified to its satisfaction, shall pursue any such other legal or equitable remedies, and institute any such suit, action or proceeding, as so requested, to effect the protection and security hereby sought to be afforded. Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee or of the bondholders under this mortgage, the said Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of all property which may be or become subject to the lien hereof, and of the earnings, income, rents, issues and profits thereof, pending such proceedings.

ARTICLE FOURTEENTH.- All requests or notices by any bondholders to the Trustee, or to any successor Trustee, as in this indenture provided, shall be executed and verified in the manner provided in Article Fifth hereof, and no such request shall have any force or effect unless accompanied by the deposit with the Trustee of all bonds and unpaid coupons owned by the maker or makers of such request if so desired by the Trustee. But any owner of one or more of the bonds outstanding issued hereunder may, in so far as his bonds are concerned, waive any default, act or omission, however, arising in the premises, upon such terms and conditions as to him may seem meet, by written notice of waiver under his hand, served upon the Trustee, and may also revoke any request made to the Trustee as herein provided, by written notice of revocation thereof under his hand, served upon the Trustee, provided, however, that the expenses of the Trustee in connection with such default be paid or provided for to its satisfaction before any such waiver or revocation shall take effect. It being, however, distinctly understood and agreed that no such waiver or revocation shall extend to or impair the rights of any bondholder other than those who waive their rights as aforesaid, and further, that no such waiver or revocation shall extend to or be taken to affect any subsequent default, act or omission, or to impair any right of any bondholder resulting therefrom, but any subsequent default, act or omission in the premises may in like manner and subject to the conditions as above provided be made the subjects of requests, waivers or revocations at any time and by any owner of any one or more of the bonds issued hereunder and outstanding at the time.

ARTICLE FIFTEENTH.- The Company, for itself, its successors and assigns, hereby irrevocably waives all benefit and advantage of any and all valuation, stay, appraisement, redemption and extension laws now existing, or which may hereafter be passed, which, but for this waiver, might be availed of to prevent or postpone the foreclosure or absolute sale of the mortgaged property; and hereby irrevocably waives all right to have the mortgaged property marshaled upon any sale thereof and consents that the same may be sold as one property.

ARTICLE SIXTEENTH.- The Company and the Trustee severally agree, upon reasonable request, to execute such further instruments and to do such further acts as may be necessary or proper to carry out more effectually the purposes of this trust indenture; and the Company agrees to execute, acknowledge and deliver to the Trustee, from time to time, all such deeds, conveyances and instruments, and to do such further acts and things, as may be necessary or proper to place under the lien of this trust indenture all the properties and additional securities which pursuant to the provisions hereof may be added to this trust.

ARTICLE SEVENTEENTH.- It is agreed between the Company, on behalf of the stockholders