

ASSIGNS HEREBY FURTHER EXPRESSLY COVENANTS TO AND WITH "THE TRUSTEES" THAT IMMEDIATELY UPON THE HAPPENING AND CONTINUANCE OF ANY SUCH DEFAULT, AND UPON THE COMMENCEMENT OF ANY SUCH SUIT OR OTHER EQUITABLE OR LEGAL PROCEEDINGS BY "THE TRUSTEES", THEY OR THEIR SUCCESSORS AND ASSIGNS SHALL AND WILL, SEVERALLY WAIVING THE ISSUANCE OF PROCESS, ENTER ITS OR THEIR VOLUNTARY APPEARANCE IN SUCH SUIT, OR PROCEEDING, AND CONSENT TO THE ENTRY OF A JUDGMENT FOR SUCH PRINCIPAL AND INTEREST AND INTEREST UPON OVER DUE INSTALLMENTS OF INTEREST, AND FOR THE COSTS AND EXPENSES AND COMPENSATION OF "THE TRUSTEES", AND OF THEIR AGENTS AND ATTORNEYS, AND FOR SUCH OTHER RELIEF AS "THE TRUSTEES" MAY BE ENTITLED TO HEREUNDER, AND, IF REQUIRED BY "THE TRUSTEES", CONSENT TO THE APPOINTMENT OF A RECEIVER, OR RECEIVERS, OF SAID PROPERTY AND BUSINESS, AND OF THE EARNINGS, INCOME AND PROFITS THEREOF, WITH POWER TO SUCH RECEIVER OR RECEIVERS TO CONTINUE ALL THE THEN PENDING ACTIONS AND TO HOLD SUCH OTHER CHOSSES IN ACTION AS HAVE ACCRUED OR ARE TO ACCRUE TO "THE COMPANY", AS WELL AS ALL SUCH EARNINGS, INCOME AND PROFITS THEREOF FOR THE SOLE BENEFIT OF "THE TRUSTEES" AND THE HOLDERS OF THE NOTES AND INTEREST COUPONS ISSUED AND THEN OUTSTANDING HEREUNDER, AND WITH SUCH OTHER AND FURTHER POWERS AS THE COURT MAKING SUCH APPOINTMENT SHALL CONFER. ALL RIGHTS OF ACTION ARISING UPON OR UNDER ANY OF THE NOTES OR INTEREST COUPONS OF THIS AGREEMENT MAY BE ENFORCED BY "THE TRUSTEES", NOTWITHSTANDING IT SHALL NOT HAVE POSSESSION OF ANY OF THE NOTES OR INTEREST COUPONS, AND WITHOUT THE PRODUCTION THEREOF AT ANY TRIAL OR OTHER PROCEEDING RELATIVE THERETO. ANY SUCH ACTION OR OTHER PROCEEDING INSTITUTED BY "THE TRUSTEES" SHALL BE BROUGHT IN THEIR OWN NAME AS TRUSTEES, AND ANY RECOVERY OF JUDGMENT SHALL BE FOR THE RATABLE BENEFIT OF THE PARTIES ENTITLED THERETO UNDER THE NOTES AND INTEREST COUPONS THAT SHALL BE THE SUBJECT OF SUCH SUIT, ACTION OR PROCEEDING. NOTHING HEREIN CONTAINED SHALL LIMIT THE RIGHT OF "THE TRUSTEES" TO BRING SUIT AT ANY TIME TO ENJOIN A VIOLATION, OR THREATENED VIOLATION OF ANY OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, AND BY "THE COMPANY" TO BE KEPT AND PERFORMED.

SECTION 4. UPON ANY SUCH SALE MADE UNDER OR IN ACCORDANCE WITH ANY DIRECTION CONTAINED IN ANY JUDGMENT FOR THE RECOVERY OF THE INDEBTEDNESS EVIDENCED BY SAID NOTES OR RECOVERED HEREUNDER, ANY PURCHASER SHALL BE ENTITLED IN MAKING SETTLEMENT OR PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY PURCHASED, TO PRESENT TO THE PERSON OR PERSONS LEGALLY AUTHORIZED TO RECEIVE THE PAYMENT OF SUCH PURCHASE PRICE, AND TO TURN IN OR USE ANY OF THE NOTES OR INTEREST COUPONS ISSUED HEREUNDER THEN OUTSTANDING AND UNPAID, SAID NOTES, OR INTEREST COUPONS, OR BOTH, BEING COMPUTED FOR THAT PURPOSE AT A SUM EQUAL TO AND NOT EXCEEDING THAT WHICH SHALL BE PAYABLE THEREON OUT OF THE NET PROCEEDS OF SAID SALE FOR THE JUST SHARE AND PROPORTION OF SAID NET PROFITS DUE OR TO BECOME DUE THEREON; BUT IF THE PROPORTION SO PAYABLE IN RESPECT OF SUCH NOTES AND INTEREST COUPONS SHALL BE LESS THAN THE AMOUNT FOR WHICH "THE COMPANY" MAY BE LIABLE THEREON, THEN THE RECEIPT ENDORSED THEREON UNDER DIRECTION OF ANY PERSON SO AUTHORIZED TO RECEIVE PAYMENT OF THE PURCHASE PRICE FOR THE AMOUNT TO BE SO ALLOWED OR CREDITED THEREON SHALL CONSTITUTE SUCH PARTIAL PAYMENT AND SETTLEMENT AND SHALL BE CONCLUSIVE PROOF OF THE AMOUNT THEREOF. THE FOREGOING PROVISIONS, HOWEVER, ARE SUBJECT TO THE PROVISIONS OF SECTIONS 7 AND 8 OF ARTICLE II.

AT ANY SUCH SALE "THE TRUSTEES" AS SUCH, OR ANY OF THE NOTE HOLDERS, MAY BID FOR AND PURCHASE THE PROPERTY SOLD AND MAKE PAYMENT THEREOF AS AFORESAID, AND ANY NOTE HOLDER SO PURCHASING ANY SUCH PROPERTY UPON COMPLIANCE WITH THE TERMS OF