

BEEN DISCONTINUED OR SHALL HAVE BEEN DETERMINED ADVERSELY TO "THE TRUSTEES", THEN AND IN EVERY SUCH CASE, "THE COMPANY", AND "THE TRUSTEES" SHALL BE RESTORED TO THEIR FORMER POSSESSIONS AND RIGHTS HEREUNDER IN RESPECT TO THE PROPERTY OF "THE COMPANY", AND ALL RIGHTS, REMEDIES, AND POWERS OF "THE TRUSTEES" SHALL CONTINUE AS THOUGH NO SUCH PROCEEDINGS HAD BEEN TAKEN.

SECTION 12. ALL REMEDIES SPECIFICALLY CONFERRED ON "THE TRUSTEES" UNDER THIS AGREEMENT SHALL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE REMEDIES OF "THE TRUSTEES".

SECTION 13. ALL MONEYS COLLECTED OR RECEIVED BY "THE TRUSTEES" OR EITHER OF THEM PURSUANT TO ANY PROVISION OF THIS AGREEMENT, THE DISTRIBUTION WHEREOF IS NOT HEREIN OTHERWISE PROVIDED FOR SHALL BE APPLIED AT THE DATE FIXED BY "THE TRUSTEES" FOR THE DISTRIBUTION OF SUCH MONEYS AND UPON PRESENTATION OF THE SEVERAL NOTES AND INTEREST COUPONS WITH RESPECT WHEREOF SAID COLLECTIONS HAVE BEEN MADE AND THE STAMPING THEREON OF THE PAYMENT, IF ONLY PARTIALLY PAID, AND UPON SURRENDER THEREOF IF FULLY PAID, AS FOLLOWS:

1. TO THE PAYMENT OF COSTS AND EXPENSES INCLUDING A REASONABLE COMPENSATION TO "THE TRUSTEES", AGENTS, ATTORNEYS AND COUNSEL, AND ALL EXPENSES, LIABILITIES AND ADVANCES INCURRED OR MADE BY "THE TRUSTEES;" AND

2. TO THE PAYMENT OF THE WHOLE AMOUNT THEN OWING OR UNPAID UPON THE NOTES ISSUED HEREUNDER IN RESPECT WHEREOF SUCH COLLECTIONS SHALL HAVE BEEN MADE FOR PRINCIPAL AND INTEREST WITH INTEREST AT THE RATE OF SIX PER CENTUM PER ANNUM ON OVERDUE INSTALLMENTS OF INTEREST, AND IN CASE SUCH MONEYS SHALL BE INSUFFICIENT TO PAY IN FULL THE WHOLE AMOUNT OVERDUE AND UNPAID UPON THE SAID NOTES, THEN TO THE PAYMENT OF SUCH PRINCIPAL AND INTEREST WITHOUT PREFERENCE OR PRIORITY OF PRINCIPAL OVER INTEREST OR OF INTEREST OVER PRINCIPAL, OR OF ANY INSTALLMENT OF INTEREST OVER ANY OTHER INSTALLMENT OF INTEREST RATABLY TO THE AGGREGATE OF THE PRINCIPAL AND ACCRUED AND UNPAID INTEREST SO DUE AND PAYABLE, SUBJECT, HOWEVER, TO THE PROVISIONS OF SECTION 7 AND 8 OF ARTICLE 2 HEREOF.

SECTION 14. "THE TRUSTEES" SHALL NOT BE PERSONALLY LIABLE FOR ANY DEBTS CONTRACTED BY THEM OR DAMAGES TO PERSONAL PROPERTY OR FOR SALARIES OR FOR NON-FULFILLMENT OF CONTRACTS, OR FOR PERSONAL INJURIES TO ANY PERSON OR PERSONS IN CONNECTION WITH THE CONTROL OR MANAGEMENT OF SUCH PLANT OR PROPERTY DURING ANY PERIOD WHEREIN "THE TRUSTEES" SHALL HAVE MANAGED THE TRUST PROPERTY OR PREMISES UPON ENTRY OR VOLUNTARY SURRENDER AS HEREIN PROVIDED. NOR SHALL "THE TRUSTEES" BE PERSONALLY LIABLE FOR ANYTHING DONE OR OMITTED TO BE DONE OR AUTHORIZED OR PERMITTED BY THEM TO BE DONE UNDER OR PURSUANT TO ANY PROVISION IN THIS AGREEMENT CONTAINED SO LONG AS IT OR THEY SHALL ACT IN GOOD FAITH HEREUNDER.

ARTICLE VI.

IMMUNITY OF STOCKHOLDERS, DIRECTORS AND OFFICERS.

NO RECOURSE UNDER OR UPON ANY OBLIGATION, COVENANT OR PROVISION OF THIS AGREEMENT, OR OF ANY NOTE OR COUPON SECURED HEREBY, OR BECAUSE OF THE CREATION OF ANY INDEBTEDNESS HEREBY SECURED, SHALL BE HAD AGAINST ANY INCORPORATOR OR ANY PERSON OR FUTURE STOCKHOLDER, OFFICER OR DIRECTOR OF "THE COMPANY", OR OF ANY SUCCESSOR CORPORATION, EITHER DIRECTLY OR THROUGH "THE COMPANY" BY THE ENFORCEMENT OF ANY ASSESSMENT OR LIABILITY OR BY ANY LEGAL OR EQUITABLE PROCEEDING BY VIRTUE OF ANY SUIT OR OTHERWISE; IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS AGREEMENT AND THE NOTES HEREBY SECURED AND THE COUPONS THERETO PERTAINING ARE SOLELY CORPORATE OBLIGA-