

of the trustee securities equal to one hundred per cent. of the par value of the notes so retired, in which event the trustee will re-assign and re-convey to the Company the securities so withdrawn; provided, nevertheless, that at no time shall the securities in the hands of the trustee, duly transferred and conveyed to him, amount to less than one hundred per cent. of the par value of all the notes of the Company then outstanding.

4. ON PAYMENT OF ALL NOTES ISSUED BY THE COMPANY UNDER THIS AGREEMENT THE SECURITIES TO BE RE-ASSIGNED BY THE TRUSTEE.

If the Company shall well and truly pay the principal of said notes so issued by it, and each of them, together with all interest thereon, when the same shall become due and payable according to the true intent and meaning of these presents and the terms of such notes, and shall well and truly perform any and all other things required by this instrument to be done by it, thereupon all the rights, privileges, power and authority of the trustee in and to any of the securities deposited with and transferred to him shall cease and terminate, and in that event said trustee shall be bound to re-assign and re-convey to the Company all of the securities so deposited with and held by him under the terms of this instrument, and this instrument shall become null and void; otherwise to remain in full force and effect.

5. PROVISIONS IN CASE OF DEFAULT BY COMPANY IN PRINCIPAL OR INTEREST:: RIGHTS OF HOLDERS OF NOTES:: RIGHTS AND DUTIES OF TRUSTEE:: DISPOSAL OF EXCESS IN CASE OF CONVERSION OF SECURITIES.

If any default shall be made by the Company in the payment of interest as it accrues on any of the notes issued by it as provided for in this agreement or in payment of the principal of any of said notes at maturity, or if it shall fail fully to perform and observe all and any of the requirements made of it by this instrument and such default shall continue for sixty days, then and thereupon the principal of all the notes upon which said default shall occur, whether then due or not, together with the accrued and unpaid interest thereon, shall be deemed due and payable, and it shall be lawful and the duty of said trustee, upon written request of the holder or holders of a majority in amount of the notes in regard to which said default has occurred, and upon being duly indemnified by the holder or holders of said notes, as hereinafter provided, to convert into cash such proportion of the securities held by him as trustee hereunder as the proportion of the notes upon which default has occurred bears to the entire amount of notes outstanding, and after paying all lawful expenses incurred by him, to apply the proceeds thereof, or so much as may be necessary, to such note or notes and the accrued interest thereon as have become due and in default as aforesaid, the said trustee being hereby given full power and authority to take such action enabling him to convert said securities into cash as he may think best, and, if it is necessary in order to accomplish said conversion for him to sell any of the securities, to sell the same at such price as he may be able to obtain and as in his judgment is a fair and reasonable price for the same. In the event that the proceeds of the securities so converted by the trustee are insufficient to pay one hundred per cent. of the notes so in default and the interest thereon, the Company shall, upon demand, at once make good the deficiency in cash, and should it fail to do so within sixty days after such demand in writing by the trustee said trustee may, and upon the written request of the holders of a majority of the remaining notes outstanding (Being a majority in amount), a due indemnity being given, it shall be the duty of the trustee by written notice of the Company to declare all the remaining notes, both principal and interest, due and payable, and he may proceed in such manner as he thinks best to convert the remaining securities into cash and to apply the proceeds to the retirement of the remaining notes, with accrued interest; and if the proceeds of the securities so converted by the trustee are insufficient to fully pay all of the said notes, principal and interest, the Company is bound, upon written demand by the trustee, to make good the deficiency in cash within sixty days after such demand is made, or, in default thereof the trustee shall have the right to, recover from the Company, such deficiency, together with all expense which said trustee may be put to, including his reasonable attorney's fees. In event that default shall occur in a portion only of said notes and the proceeds of the securities converted into cash to pay the same be in excess of the amount of the notes so paid, principal and accrued interest and expenses, the excess shall be held by the trustee as additional security for the remaining notes and invested by him in such manner as he shall see fit, for the benefit of the holders of said notes; provided, nevertheless, that the Company shall be entitled to receive this excess in cash upon substitution therefor of other securities of the kind and character hereinbefore set out, equal in value to the amount to such excess. In the event all of said notes shall be paid off, either by the Company or by the conversion of the securities held by the trustee and the application of the proceeds thereof, and there shall remain any excess in the hands of the trustee in cash, he shall account for the same to the Company, after deducting his reasonable expenses incurred in the execution of said trust, including reasonable attorney's fees.