

any other remedy hereunder; it being understood and intended that no one or more holders of bonds or coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this Indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunder shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons, subject to the provisions of §6.01.

§6.26. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent employment of any other appropriate remedy or remedies.

§6.27. The Company may waive any period of grace provided for in this Article.

§6.28. In case the Trustee shall have proceeded to enforce any right, power or remedy under this Indenture, by foreclosure or otherwise, and such proceeding shall have been discontinued or abandoned because of any waiver as in this Article provided, or for any other reason, or shall have been determined adversely to the Trustee, then and in each and every such case the Company and the Trustee shall be restored to their former positions and rights hereunder in respect of the mortgaged property, and all rights, powers and remedies of the Trustee shall continue as though no such proceedings had been taken.

§6.29. All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the bonds, or any of the coupons appertaining thereto, or the production thereof on the trial, or other proceedings relative thereto

§6.30. It is intended that the grants of the several classes and parcels of property contained herein shall each be construed and treated as a separate, distinct grant for the purpose of securing the bonds issued hereunder in the same manner as though each of said classes and parcels of property was mortgaged and transferred to the Trustee by a separate and distinct mortgage, so that if it should at any time appear or be held that this Indenture fails to transfer to the Trustee the title to said several and distinct classes and parcels of property, or any part thereof, as against creditors of the Company, other than the holders of the bonds and coupons, or otherwise, such failure shall not operate to affect in any wise the transfer of the other classes and parcels of property or any part thereof; but nothing herein contained shall be construed as requiring the Trustee or the bondholders to resort to any particular property for the satisfaction of the indebtedness hereby secured in preference or priority to any other property hereby conveyed, but the Trustee may seek satisfaction out of all said property, or any part thereof, in its own absolute discretion.

ARTICLE 7.

Concerning the Trustee.

§7.01. The Trustee for itself and its several successors hereby accepts the trust and assumes the duties herein created and imposed upon it, but only upon the following terms and conditions, to wit:

(a) The Trustee may be protected in acting upon any notice, request, consent, certificate or other paper or document believed by it to be genuine and to have been signed by the proper party or parties.

(b) The Trustee may select and employ in and about the execution of this trust, suitable agents and attorneys whose reasonable compensation shall be paid to the Trustee by the Company, or in default of such payment shall be a charge upon the property hereby mortgaged and pledged and the proceeds thereof, paramount to the bonds hereby secured. The Trustee shall not be responsible for the recording or filing of this Indenture; nor shall the Trustee be responsible for the recording or filing or for the re-recording or re-filing of any instrument transferring or mortgaging to it upon the trusts herein contained, any property or securities other than or in addition to those specified in the granting clauses hereof. The Trustee may authenticate and deliver bonds hereunder prior to the recording or filing hereof. The Trustee shall not be under any responsibility or duty with respect to the disposition of the proceeds of the bonds hereby secured. The Trustee shall not be liable for failure to insure or renew insurance or for the responsibility of insurers. The Trustee shall not in any event be personally liable to any person for any loss or damage save for its own wilful default. It shall not be any part of the duty of the Trustee to keep itself informed or advised in respect of the payment of any taxes or assessments, or to require payment thereof to be made. Any law of the United States or of any State, now existing or hereafter enacted, to the contrary notwithstanding, the Trustee shall be under no obligation to pay any taxes or assessments of any kind or character on or in respect of the mortgaged property, or the mortgaged debt, or the lien created, evidenced and secured by this Indenture, or any other tax or assessment of any kind or character, levied or imposed by reason of this Indenture or of the indebtedness secured thereby, nor shall the Trustee be liable because of the non-payment of any such tax or assessment; but the Company covenants that it will, subject to the proviso contained in §4.11 of this Indenture, pay or cause to be paid any and all such taxes and assessments as and when the same shall be due or payable.

(c) The Trustee shall have a first lien upon the property hereby mortgaged and pledged for its reasonable compensation and counsel fees and other expenses incurred in and about the execution of the trusts hereby created and the exercise and performance of its powers and duties hereunder, and also to indemnify and hold it harmless against any liability, charge, cost, or expense based upon or resulting from the fact that the Trustee shall have taken or had transferred into its name the title to any property hereby mortgaged, and against the cost and expense of defending against any alleged liability in the premises of any character whatever.

(d) The Trustee shall be under no obligation or duty to perform any act hereunder or to institute or defend any suit in respect hereof unless reasonably indemnified. It shall not be required to take notice or be deemed to have notice of any default hereunder and may conclusively assume that there has been no default hereunder or on the part of the maker of or under any bonds, notes or other obligations at any time held by the Trustee or to which it may be entitled under the terms hereof, unless it shall have been specifically notified in writing of such default. It shall not be required to take any action in respect of any default or event of default unless requested in writing to take action in respect thereof by the holders of at least twenty-five per cent. in principal amount of the bonds then outstanding. Except as herein expressly otherwise provided, the Trustee shall not be bound to recognize any person as a bondholder unless and until his bonds are submitted to the Trustee for inspection if required and his title satisfactorily established if disputed.

(e) The recitals of fact herein and in said bonds contained shall be taken as statements by the Company and shall not be construed as made by the Trustee. The Trustee makes no representation as to the value or title of the property transferred hereunder.

(f) The Trustee or any successor or successors hereafter appointed, may resign and be discharged of the trusts hereby created, by written notice thereof addressed and mailed to the Company at Charlotte, North Carolina, and published at least once in each week for two consecutive weeks in a daily