

MORTGAGE OF REAL ESTATE

(2) In the event of any default in the payment when due of any sum or sums secured hereby, the income, rents, issues and profits of the mortgaged property, shall be and are hereby assigned to the Trustee and the said Trustee, in such event and/or whenever judicial proceedings shall be commenced to enforce any right of the said Trustee or of the noteholders under this mortgage deed of trust, as a matter of right shall be entitled to the appointment of a receiver or receivers of the trust property and of the earnings, incomes, rents, revenues, issues and profits thereof, with such powers as the court or courts making such appointment shall confer but notwithstanding any such appointment the Trustee shall be entitled to retain possession of all moneys or other property deposited or to be deposited with it hereunder.

(3) No delay or omission of the Trustee or of any holders of notes issued hereunder to exercise any right or power accruing upon default continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein and every power and remedy given by this indenture to the Trustee or to the holders of notes shall be deemed cumulative and not exclusive and may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holders of notes.

(4) No holder of any note issued hereunder shall have any right to institute any action or proceeding at law or in equity for the collection of any sum due by the Company for the principal or interest of any note or notes issued hereunder or for any other remedy hereunder unless said holder previously shall have given to the Trustee written notice of such default, and of the continuance thereof, and unless also the holders of at least 20% in amount of the notes issued hereunder and then outstanding shall have made written request upon the Trustee and shall have afforded it reasonable opportunity to institute such action, suit or proceedings in its own name, and Unless also they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liability to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared in each such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture for the benefits of the holders of the notes and to any action or cause of action or any other remedy hereunder.

(5) The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance here of if such agent or attorney shall have been selected with reasonable care; or for anything whatever in connection with this trust, except wilful misconduct or gross negligence.

(6) The Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created, ^{in expense or liability, unless one or more of the holders of} which, in its option, shall be likely to involve it/said notes, shall as often as required by the Trustee, furnish it with indemnity satisfactory to it against such expense or liability. The Trustee shall not be required to take notice of any default hereunder, and anything herein contained to the contrary notwithstanding, it may conclusively assume that the Company is not in default hereunder, unless it shall have been notified in writing of such default by the holders of at least twenty (20%) per cent in amount of the notes hereby secured, then outstanding, distinctly specifying the default desired to be brought to the attention of the Trustee. The Trustee shall not be required to take any action in respect of any default, unless action in respect thereof shall be requested by a writing signed by the holders of at least twenty (20%) per cent in amount of the notes hereby secured and then outstanding, nor unless indemnity satisfactory to it shall be tendered as aforesaid; but the foregoing provisions of this section are intended only for the protection of the Trustee and shall not be construed to limit or affect any discretion or power by any provision of this agreement given to the Trustee to determine whether or not it shall take action in respect to any default, or to limit or affect any power or discretion of the Trustee to take action in respect to any default without such notice or request from the holders of said notes.

Any action taken by the Trustee upon the request of any person who at the time shall be the owner of any note or notes, shall be conclusive and binding upon all future owners of the same note or notes.

The Trustee shall incur no liability to anybody in acting or refraining from acting upon in respect of any request, consent, certificate, note, document or other paper believed by it to be genuine and to have been signed by the proper person.

The Trustee may accept as conclusive evidence of any matter therein, stated, a certificate signed by the respective President or the Vice-President and the Secretary or the Treasurer of the Company, and shall be fully protected in acting or refraining from acting in reliance upon the statements contained in such certificate.

ARTICLE V.RELEASES.

The Company from time to time may remove and exchange, sell or otherwise dispose or any portion of the machinery or equipment covered by this mortgage provided it is replaced by other machinery or equipment of equal or greater value, which replacements or substitutions