

arrearage of interest upon all such Debentures (with interest, if and to the extent permitted by law, at the rate of six (6%) per cent per annum on overdue installments of interest) and reasonable compensation to the Trustee and its agents and attorneys, and its reasonable expenses shall be paid by the Company or be provided for by the deposit with the Trustee of a sum sufficient to pay the same, and any and all other defaults under this Indenture shall have been remedied - then and in every case the owners of a majority in principal amount of the Debentures then outstanding, by written notice to the Company and to the Trustee, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair any right consequent thereon.

In case the Trustee shall have proceeded to enforce any right under this Indenture, and such proceedings shall have been discontinued or abandoned because of such waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 5.02. The Company covenants that (1) in case an event of default shall be made in the payment of any interest on any Debenture or Debentures at any time outstanding under this Indenture, as provided in Section 5.01, subsection 1, above, and such default shall have continued for a period of sixty (60) days, or (2) in case default shall be made in the payment of the principal of any such Debentures when the same shall have become payable, whether at maturity, by call for redemption, by declaration as authorized by this Indenture, or otherwise - then, upon written demand of the Trustee, the Company will pay to the Trustee, for the benefit of the owners of the Debentures issued hereunder and then outstanding the whole amount which then shall have become due and payable on all such Debentures for principal, interest, and premium, if any, as the case may be, including interest at the rate of six (6%) per cent per annum on overdue principal and premium, if any, and on overdue installments of interest; and, in addition thereto, such further amount as shall be sufficient to cover reasonable compensation to the Trustee and its agents and attorneys, and its reasonable expenses.

The Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to recover judgment against the Company for the whole amount due pursuant to