

closure, or other judicial proceedings, and may apply to the court for a sale of the trust estate, or any part thereof, and for appointment of a receiver thereof, and shall take such steps as may be necessary or proper for the enforcement of said indebtedness against the security given. In any such proceeding at law or in equity commenced by the Trustee, the Trustee, shall, as a matter of right, be entitled ex parte to the appointment of a receiver of and for all and singular the trust estate, and by and through said receiver to take possession thereof and of the business of the Company, and to operate the said business through such receiver. In any such proceeding, the Trustee shall be allowed all of its expenses, costs and charges, including all attorney's fees incurred, and all costs of accounting, and any and all sums which may have been advanced by it under the terms of this Trust Indenture in preference and priority to any amount which may be due on the Bonds.

- (b) In case of any sale of the trust estate and assets under a decree of foreclosure, if the sum of money realized from such sale shall be insufficient to make in full all the payments herein provided for, and in this Article mentioned, then Trustee shall be entitled to recover a deficiency decree or judgment against the Company for the amount of the deficiency so arising and shall have execution thereon against the Company, and any order of court authorizing such sale shall provide for the recovery by the Trustee of such deficiency decree or judgment.
- (c) It is expressly understood and agreed that none of the remedies or rights hereinbefore provided for on the happening of an event of default is exclusive of any other right or remedy provided for herein or existing by and under the laws of the United States or any State