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power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce any of its rights or duties hereunder.

*Section 3.* Upon the written request of the holders of 25% in amount of the bonds hereby secured, in case of any continuing default for any of the respective periods above mentioned, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all steps needful for the protection and enforcement of its rights and the rights of the holders of the bonds hereby secured, and to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem expedient in the interest of the holders of the bonds hereby secured.

*Section 4.* In case the Company shall make default in any of the respects mentioned in this Article, and at any time during the continuance of any such default there shall be existing judgment against the Company unsatisfied and unsecured by bond or stayed by appeal; or in case, in any judicial proceeding commenced by any party or parties other than the Trustee herein, a receiver of the Company or of any of its property hereby conveyed shall be appointed, or a judgment or order entered for the sequestration of its property hereby mortgaged or any part thereof, the Trustee shall be entitled forthwith to exercise all rights herein given, and may declare the principal of all bonds hereby secured and then outstanding due and payable and may institute foreclosure proceedings or take other legal action to collect the amount of said bonds and coupons with interest or to obtain possession of said property or may exercise any one or more of such rights or remedies without waiting the default period hereinabove prescribed, and also any and all other rights and powers in this instrument conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default as hereinabove provided; and as a matter of right the Trustee shall forthwith be entitled to the appointment of a receiver for the property hereby mortgaged and of the income, profits and issue thereof, with such powers as the Court making such appointment shall confer.

*Section 5.* In the event of any sale made by virtue of judicial proceedings or of some judgment or decree of foreclosure and sale, the whole of the property subject to this Indenture shall be sold in one parcel as an entirety, unless the holders of a majority in amount of the bonds hereby secured then outstanding shall in writing request the Trustee to cause said premises and property to be sold in parcels, or such sale in parcels be ordered or decreed by the Court ordering the sale, in which case the sale shall be made in such parcels as may be specified in such request or order or decree, or unless in the opinion of the Trustee it is to the advantage of the trust estate that said property be sold in two or more parcels; and this provision shall bind the parties hereto, and each and every of the holders of the bonds and coupons hereby secured or intended so to be. If sold in parcels the Trustee may at the request of the President of the Company, discontinue or continue said sale, when and if sufficient funds have been realized from the sale of a portion of said property to pay in full all sums required to be paid under the terms hereof.

*Section 6.* Upon filing a bill in equity, or upon commencement of any other judicial proceedings, to enforce any right of the Trustee or of the bondholders under this Indenture, the Trustee shall be entitled to exercise any and all rights and powers herein conferred and provided to be exercised by the Trustee, upon the occurrence and continuance of default, as hereinbefore provided; and, as a matter of right, the Trustee shall be entitled to the appointment of a receiver of the mortgaged properties subject to this Indenture, and of the earnings, income, dividends, revenue, rents, issues or profits thereof, with such powers as the Court making such appointment shall confer.

*Section 7.* In case of any foreclosure sale or sales under the provisions of this Indenture of the property and premises hereby mortgaged, or any part thereof, the principal of all bonds outstanding and secured hereby shall at once become due and payable; and the purchase money, proceeds or avails, together with any sums which may at the time of such sale be held by the Trustee, or be payable to it under any of the provisions of this Indenture as a part of the trust estate, shall be applied as follows, to wit:

*First:* to the payment of the costs, expenses, fees and other charges of such sale and all proceedings leading to such sale, including reasonable attorneys' or solicitors' fees, and to the payment of all reasonable compensation due to and all expenses and liabilities incurred and advanced or disbursements made by the Trustee, or by any holders of bonds under the terms of this Instrument and to the payment of all taxes, charges, assessments or liens prior to the lien of these Presents, except any taxes, charges, assessments or other superior liens subject to which such sale shall have been made, and to the payment of the cost of preparing this Indenture and service in connection therewith if then unpaid.

*Second:* Any balance then remaining to the payment of the whole amount owing or unpaid upon the principal and interest of the outstanding bonds secured hereby, with interest on the overdue instalments of interest at the rate borne by the bonds on which such instalments are overdue and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds then to the payment of such principal and interest, ratably, according to the aggregate of such principal and the accrued and unpaid interest, without preference or priority of principal over interest or interest over principal, or of any instalment of interest over any other instalment of interest.

*Third:* Any surplus then remaining, to the Company, its Successors or Assigns, or to whomsoever may be lawfully entitled to receive the same.

*Section 8.* Upon any sale of the property hereby mortgaged or of any part thereof, the purchaser in making payment therefor shall be entitled after paying in cash so much as shall be necessary to cover all payments required by the terms of this instrument to be paid prior to the principal and interest of the bonds hereby secured, to appropriate and use toward the payment of the remainder of the purchase price, with the consent of the respective holders thereof, any of the bonds or coupons issued hereunder and entitled to participate in the proceeds of such sale, reckoning each bond or coupon so appropriated and used at such sum as shall be payable thereon out of the net proceeds of the sale; and proper receipts shall thereupon be given to the holders of such bonds and coupons for the amount so payable thereon, and the bonds and coupons, if the net proceeds of the sale shall be sufficient to pay them in full, shall be delivered up to the person making the sale for cancellation, or otherwise disposed of under the decree of the Court, or if the proceeds of such sale shall not be sufficient to pay such bonds or coupons in full, then proper endorsement shall be made thereon of the amount so paid, and they shall then be returned to the holders. Upon any sale as aforesaid by the Trustee or pursuant to judicial proceedings, the Trustee or any bondholder or any other person may bid for and may become the purchaser of the property offered for sale, or any part thereof for itself or himself, without accountability in respect thereof, except for the payment of the purchase price and in compliance with the terms of sale.

*Section 9.* Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee, or to the