

made or incurred by THE TRUSTEE under this Trust Indenture, and any amounts theretofore advanced by THE TRUSTEE and any bondholder, or other, under the provisions of Article VIII hereof.

Second: To the payment of the whole amount of the principal of the Bonds issued hereunder, at that time unpaid and outstanding, and of the interest which shall then be owing and unpaid thereon, with interest on the principal of such Bonds and on the overdue installments of interest, or, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid on the said Bonds, then to the payment of the principal and interest due on said Bonds ratably, without preference or priority, of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest.

Third: To the payment of the surplus, if any, to THE COMPANY, or to whomever may be lawfully entitled to receive the same.

(f) Upon any sale made pursuant to the provisions of this Article, any purchaser shall be entitled to use and apply any Bonds issued hereunder then outstanding and unpaid in settlement or payment of the purchase price by presenting such Bonds, and having credited thereon, the sums applicable to be paid thereon under the provisions of paragraph (e) of this section.

ARTICLE X

SUITS BY BONDHOLDERS

It is expressly covenanted and agreed as a condition upon which each and every person may hereafter become a holder of any of said Bonds, that no such holder or holders shall have the right to institute any proceeding, either at law or in equity, for the foreclosure of this Trust Indenture, or the execution of the Trust herein contained, or for the appointment of a receiver, or for the application of any other remedy provided by this instrument, or for the enforcement of the lien created hereby, without having first given notice in writing to THE TRUSTEE of default having been made as aforesaid, and offering to THE TRUSTEE adequate indemnity against any and all loss, liability, costs and expenses to which THE TRUSTEE may in his judgment be subjected by taking such action, and