

least of the rights of the Trustee to again enter in case of subsequent default.

ARTICLE NINTH: No holder or holders of any bonds or coupons issued hereunder shall have the right to institute any proceedings for the collection of moneys evidenced thereby or for the foreclosure of this Indenture or the execution of the trusts hereof or for the appointment of a receiver or for any other remedy under this Indenture, or otherwise, without first having given notice in writing to the Trustee of default having been made and continued as aforesaid, and by such notice requesting the Trustee to so proceed to enforce the lien hereby created, and then only after at least twenty-five per cent (25%) in amount of the holders of the bonds then outstanding, join in such notice and request to the Trustee, and a reasonable opportunity shall have been offered the Trustee, after the receipt of such notice and request, to proceed in his own name to exercise the power herein granted or intended so to be; provided, however, that such bond holder or holders shall also have first offered to the Trustee reasonable indemnity against all costs, expenses and liabilities to be by the Trustee incurred by the proceeding to carry out the request contained in such notice. Such notice, request and indemnity may be required by the Trustee as conditions precedent to the execution of the powers and trusts of this Indenture, or otherwise provided by law in case of default in any manner hereunder. Upon tender of such reasonable indemnity, whether previously requested or not, and upon said notice and request, it shall be the duty of the Trustee, in case of any such continued default, not waived as herein provided, to proceed under this Indenture in such lawful manner as the Trustee may deem best; but nothing herein contained shall prevent the holders of bonds hereby secured from proceeding in any lawful manner in this own name, if the Trustee shall fail or refuse to proceed after such continued default, notice and request and offer of indemnity.

In case the Trustee shall have proceeded to enforce any right under this Indenture, and such proceeding shall have been discontinued or abandoned for any cause, or if such proceeding shall have been, by any court of competent jurisdiction determined adversely to the Trustee, then in any and every such case, the Party of the First Part and the Trustee shall be restored to their former positions and rights hereunder, and all other rights, limitations and powers hereunder, shall continue in the event of any other prior or subsequent default by the Party of the First Part, with rights just as if such proceedings, so determined had not been taken.

ARTICLE TENTH: The Party of the First Part covenants that it will not, prior to any sale or sales, made pursuant to any provision herein or pursuant to the decree of any court of competent jurisdiction apply for, plead or avail itself of any injunction or stay of proceedings, or take the benefit or advantage of any extension law, stay law, valuation law, redemption law, appraisement law, or other law of like effect, whether now in force or which may hereafter be in force in any locality where the property hereby conveyed is situated, nor after any such sale or sales claim or exercise any right, under any law, to redeem any property so sold; and said Party of the First Part, hereby expressly waives all benefit and advantage of any and all such laws, and covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

ARTICLE ELEVENTH: Should any suit or other proceedings be brought against the Trustee by reason of any matter or thing connected with the trusts herein granted, or by reason of his being such Trustee, he shall be under no obligation to enter any appearance