

delivering moneys to the Company or otherwise acting hereunder, the Trustee may in its discretion, and shall, if requested in writing so to do by the holders of not less than one-fourth in principal amount of the bonds then outstanding hereunder and furnished with security and indemnity satisfactory to it in its discretion, cause to be made such independent investigation as it may see fit, the expense whereof shall be paid by the Company, or if paid by the Trustee shall be repaid by the Company upon demand, with interest at the prevailing rate as determined by the Trustee, and the Trustee may, whether such investigation be made or not, decline to take any action under the provisions of this Article if it is of the opinion that the security afforded by this First Mortgage will be impaired by any such release of property from the lien hereof or by the application of any moneys held by the Trustee in accordance with the provisions of this Article. The Trustee shall be under no obligation to form or express any such opinion and shall not be liable to anyone for any action or non-action in such connection.

SECTION 8. No purchaser in good faith of property released hereunder shall be bound to ascertain the authority of the Trustee to execute the release, or to see to the application of the proceeds of any released property, or to inquire as to any facts required by the provisions hereof for the exercise of such authority. Nor shall any purchaser of machinery, equipment, tools, implements or other property be under any obligation to ascertain or inquire into the occurrence of the event on which any such sale is hereby authorized.

ARTICLE VI

REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 1. Neither (a) any coupon or claim for interest on any bond, which shall have been extended in contravention of the provisions of Section 3 of Article II hereof, nor (b) any coupon or claim for interest which, in any way, at or after maturity, shall have been transferred or pledged separate or apart from the bond to which it relates, unless accompanied by such bond, shall be entitled, in case of an event of default hereunder, to any benefit of or from this first mortgage, except after the prior payment in full of the principal of all of the bonds and of all coupons and claims for interest not so extended, transferred or pledged.

SECTION 2. If one or more of the following events, herein called events of default, shall happen, that is to say;

(a) default shall be made in the payment of the principal of any of the bonds or any part thereof, when and as the same shall become due and payable whether at maturity, by proceedings for redemption, by acceleration or otherwise, as herein provided;

(b) default shall be made in the payment of any installment of interest on any of the bonds, when and as the same shall become due and payable, and such default shall have continued for a period of six months;

(c) default shall be made in the observance or performance of any other of the covenants or conditions of the bonds or of this First Mortgage, and such default shall have continued for a period of six months after written notice specifying such default and requiring the same to be remedied, shall have been given to the Company;

(d) any event of default as defined in any indenture or trust agreement securing or protecting any other funded debt of the Company, nor or hereafter existing, shall happen and shall result in such funded debt becoming or being declared due and payable prior to the date on which it would otherwise become due and payable;

(e) by the decree of a court of competent jurisdiction, the Company shall be adjudicated a bankrupt, or, by order of such court, a receiver or receivers shall be appointed by the Company or of all of the property of the Company, or a substantial part thereof, or if an order or decree shall be made by any court of competent jurisdiction for the winding up

PREPARED BY
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and
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