

tained to the contrary notwithstanding. This provision is, however, subject to the condition that if at any time after the principal of said bonds shall have been so declared due and payable, and before any sale of the mortgaged property or any part thereof shall have been had, all arrears of interest upon all bonds hereby secured and then outstanding, with interest on overdue installments of interest at the rate of five per cent. (5%) per annum, and all expenses properly incurred by the TRUSTEE and its compensation, shall be paid by the ELECTRIC COMPANY to the TRUSTEE; or, in case such amount shall have been collected out of the income of the mortgaged property before any sale of the mortgaged property or any part thereof shall have been had, then and in every such case such declaration and its consequences shall, ipso facto, be rescinded and annulled; but no such rescission and annulment shall extend to or effect any subsequent default or impair any right consequent thereon.

Section 3. In case default shall be made in the payment of any interest on any bond hereby secured and any such default shall continue for a period of six (6) months; or, in case default shall be made in the payment of the principal of any such bond when the same shall become due or payable, either by its terms or by the declaration as aforesaid; or, in case default shall be made in the due observance or performance of any other covenant or condition hereby required to be kept or performed by the ELECTRIC COMPANY, and if such last mentioned default shall continue for a period of six (6) months after written notice to the ELECTRIC COMPANY from the TRUSTEE, or from the holders of a majority in amount of the outstanding bonds hereby secured; then and in each and every such case the TRUSTEE shall forthwith be entitled with or without entering personally or by attorney, in its discretion, to sell by public auction to the highest and best bidder all and singular the mortgaged properties, rights and franchises held by the TRUSTEE, or in any manner subject to this indenture, and all rights, title, interest, claim and demand thereunder, and right of redemption thereof; which sale shall be made in one lot or as an entirety, upon such terms as the TRUSTEE may fix; and upon any such sale the TRUSTEE shall execute and deliver a deed or deeds of the property sold, or other writing evidencing such sale; provided that this power of sale shall only be exercised so far as it may be authorized by law.

Section 4. In case default shall be made in payment of any interest on any bond hereby secured, and such default shall continue for the period of six (6) months; or in case default shall be made in the payment of the principal of any bond when the same shall become due and payable, either by its terms or by declaration as aforesaid; or in case default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the ELECTRIC COMPANY, and if such last mentioned default shall continue for a period of six (6) months after written notice thereof to the ELECTRIC COMPANY from the TRUSTEE, or from the holders of a majority in amount of the bonds outstanding and hereby secured, then and in each and every such case the TRUSTEE may forthwith proceed to protect and enforce its rights and the rights of the bondholders under this indenture, by suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power hereby granted, or for the foreclosure under this indenture for interest or for the principal, or both, or for the enforcement of any other appropriate legal or equitable remedy, as the TRUSTEE may deem most effectual in support of any of its rights or duties hereunder.

Section 5. Upon filing a bill in equity, or upon the commencement of judicial