

Trustees shall use the surplus, if any there shall be, of the revenues of the Company, as follows:

In case the principal of the bonds shall not have become due, to the payment of all outstanding interest coupons, paying in full those of the lowest numbers and earliest maturities as far as said earnings will go.

If any sum shall remain after the payment of interest due and maturing, then ratably to the payment of any bond or bonds that, by the terms thereof, shall become payable while the said Trustees shall be in possession of said property, whether such bonds shall become due by lapse of time or by declaration in accordance with the terms of this instrument.

Section 2. When all legal taxes, assessments and levies, and all arrears of interest, and all bonds matured, and any and all arrears of payments to Sinking Fund, if any, and all expenses and charges, shall have been paid, and all other defaults hereunder shall have been remedied, it shall then be the duty of the Trustees to turn said property back to the Company. The privilege granted by this paragraph shall be a continuous privilege so often as the occasion arises. It shall not be exhausted by one or more users thereof.

Section 3. It shall not be obligatory upon the Trustees to take possession of or to operate said property, and they shall not take possession of and operate said property, until the owners of at least one-quarter of the bonds then outstanding, shall by their writing, duly signed by them, request the Trustees so to act, and deposit with the Trustees the bonds of the Company so held by them and secured hereby, and shall further give the Trustees assurances and indemnity for their disbursements and fees to the satisfaction of the Trustees.

Section 4. In case default shall be made in the payment of any interest on any bond or bonds hereby secured, or if default shall be made in the payment of the principal of any of such bonds at the time the same become due and payable, or in case default shall be made in the due and punctual payment of moneys into the sinking fund as herein required, and any of such defaults shall continue for a period of ten (10) days, or in case default shall be made in the due observance or performance of any covenant or condition herein required to be kept or performed by the Company in respect of any matter or thing whatsoever, and such default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Company by the Trustees, then and in every such case of such continuing default, the Trustees may, by notice in writing delivered to the Company, declare the principal of all said bonds outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this Indenture or the said bonds to the contrary notwithstanding.

Section 5. In case the Trustees shall have proceeded to enforce any rights under this Indenture by foreclosure, entry or otherwise, or shall have attempted to, or shall have declared the principal of said bonds due and shall have proceeded to enforce or attempt to enforce any rights hereunder, and such proceedings shall be discontinued or abandoned for any reason, or shall have been determined adversely to the Trustees, then and in every such case the Company and the Trustees shall be restored to their former position and rights hereunder in respect of the mortgage terms and all rights, remedies and powers of the Trustees and of the bondholders shall continue as if no such proceedings had been had.

Section 6. In case default shall be made in payment of any interest coupon hereby secured, if such default shall continue for a period of ten days, or in case default shall be made in the payment of the principal of any bond when the same shall