

ADDITIONS, BETTERMENTS, AND IMPROVEMENTS AND TO PAY THE TAXES, ASSESSMENTS AND INSURANCE OUT OF THE AMOUNT SO COLLECTED, AND IN GENERAL TO DO AND PERFORM SUCH ACTS WITH REFERENCE TO SAID PROPERTY AND BUSINESS AS SHALL BE ORDERED BY THE COURT OR PROVIDED BY LAW. AND THE COMPANY, IN CASE OF THE INSTITUTION OF FORECLOSURE PROCEEDINGS HEREUNDER AND THE APPOINTMENT OF SUCH RECEIVER, AGREES TO IMMEDIATELY SURRENDER POSSESSION OF ALL OF SAID PROPERTY TO SUCH RECEIVER.

NO HOLDER OF ANY BOND OR COUPON SHALL HAVE ANY RIGHT TO INSTITUTE ANY SUIT OR PROCEEDING AT LAW OR IN EQUITY FOR THE FORECLOSURE OF THIS DEED OF TRUST OR FOR THE APPOINTMENT OF A RECEIVER OR FOR ANY OTHER REMEDY HEREUNDER, WITHOUT FIRST GIVING TO THE TRUSTEE WRITTEN NOTICE OF THE DEFAULT, NOR UNLESS THE HOLDERS OF MORE THAN FIFTY PER CENTUM IN AMOUNT OF THE BONDS THEN OUTSTANDING, SHALL HAVE REQUESTED THE TRUSTEE IN WRITING TO SO PROCEED AND IT SHALL HAVE FAILED TO COMPLY WITH SUCH REQUEST FOR A PERIOD OF THIRTY DAYS AFTER BEING ENTITLED HEREUNDER TO COMMENCE SUCH PROCEEDINGS, NOR UNLESS ALSO THEY HAVE TENDERED TO THE TRUSTEE ADEQUATE SECURITY AND INDEMNITY AGAINST THE LOSS, EXPENSE AND LIABILITY THEREBY INCURRED, IT BEING UNDERSTOOD AND AGREED THAT NO ONE OR MORE HOLDERS OF BONDS OR COUPONS SHALL HAVE ANY RIGHT IN ANY MANNER WHATSOEVER TO AFFECT, DISTURB OR PREJUDICE THE LIEN OF THIS INDENTURE BY HIS OR THEIR ACTION OR TO ENFORCE ANY RIGHT HEREUNDER EXCEPT IN THE MANNER HEREIN PROVIDED.

EXCEPT AS HEREIN SPECIFICALLY PROVIDED TO THE CONTRARY, NO REMEDY HEREIN CONFERRED UPON OR RESERVED TO THE TRUSTEE OR OTHER HOLDERS OF BONDS SECURED HEREBY IS INTENDED TO BE EXCLUSIVE OF ANY OTHER REMEDY BUT EACH AND EVERY SUCH REMEDY SHALL BE CUMULATIVE AND SHALL BE IN ADDITION TO EVERY OTHER REMEDY GIVEN HEREUNDER OR NOW OR HEREAFTER EXISTING AT LAW OR IN EQUITY OR BY STATUTE. THE HOLDERS OF THE MAJORITY IN AMOUNT OF ALL THE BONDS HEREBY SECURED AND AT ANY TIME OUTSTANDING, ANYTHING IN THIS INDENTURE TO THE CONTRARY NOTWITHSTANDING, SHALL HAVE THE RIGHT TO CONTROL ANY AND ALL PROCEEDINGS FOR ANY SALE OF THE PREMISES HEREBY CONVEYED AND PLEDGED OR FOR THE FORECLOSURE OF THIS INDENTURE, OR FOR THE APPOINTMENT OF A RECEIVER, OR ANY OTHER PROCEEDING HEREUNDER; PROVIDED, HOWEVER, THAT THE TRUSTEE SHALL NOT BE REQUIRED TO FOLLOW ANY INSTRUCTIONS OF SAID BOND HOLDERS, INVOLVING COST, EXPENSE OR LIABILITY, UNLESS IT SHALL FIRST BE ADEQUATELY INDEMNIFIED AGAINST LOSS BY REASON THEREOF.

IN CASE OF DEFAULT FOR A PERIOD OF THREE MONTHS AS HEREIN ABOVE PROVIDED, THE HOLDERS OF BONDS SECURED HEREBY MAY NOTIFY THE TRUSTEE THAT THEY DESIRE TO HAVE THIS TRUST DEED FORECLOSED, AND UPON RECEIPT OF SUCH NOTICE, SIGNED BY THE HOLDERS OF A MAJORITY IN AMOUNT OF THE BONDS HEREBY SECURED AND THEN OUTSTANDING, THE TRUSTEE SHALL BY NOTICE IN WRITING DELIVERED TO THE COMPANY, DECLARE THE PRINCIPAL OF ALL THE BONDS HEREBY SECURED AND THEN OUTSTANDING TO BE IMMEDIATELY DUE AND PAYABLE, AND UPON SUCH DECLARATION THE SAME SHALL BECOME AND BE IMMEDIATELY DUE AND PAYABLE, BUT THE HOLDERS OF A MAJORITY IN AMOUNT OF SAID BONDS MAY THEREAFTER ANNUL ANY SUCH DECLARATION AND THEREAFTER THE BONDS SHALL CONTINUE TO RUN <sup>AS</sup> /THOUGH SUCH DECLARATION HAD NOT BEEN MADE

IN THE EVENT THAT SUIT OR ACTION SHALL BE LAWFULLY COMMENCED AGAINST THE COMPANY AS BY THESE PRESENTS PROVIDED, IT IS AGREED THAT IN ADDITION TO THE COSTS AND DISBURSEMENTS PROVIDED BY STATUTE, SUCH ADDITIONAL SUM AS THE COURT MAY ADJUDGE REASONABLE FOR ATTORNEY FEES SHALL BE ALLOWED IN SUCH SUIT OR ACTION.