

THE EXERCISE OF ANY OTHER REMEDY PRIOR TO OR CONCURRENT WITH THE PROCEEDINGS TO ENFORCE THE LIEN OF THIS INSTRUMENT, THE LIEN HEREOF UPON THE PROPERTY EMBRACED HEREBY WOULD BE SURRENDERED, WAIVED OR LOST, OR DEEMED TO HAVE BEEN SURRENDERED, WAIVED OR LOST, THE TRUSTEE SHALL HAVE NO POWER TO COMMENCE SUCH ACTION AT LAW OR TO EXERCISE SUCH PRIOR OR CONCURRENT REMEDY.

ARTICLE VI.

BONDHOLDERS.

SECTION 1. NO HOLDER OF ANY BOND OR COUPON SECURED HEREBY SHALL HAVE THE RIGHT TO INSTITUTE ANY SUIT, ACTION OR PROCEEDING, AT LAW OR IN EQUITY, FOR THE FORECLOSURE OF THIS INSTRUMENT OR FOR THE EXECUTION OF ANY TRUST OR POWER HEREUNDER, OR FOR THE APPOINTMENT OF A RECEIVER OR FOR ANY OTHER REMEDY WHATSOEVER, UNLESS THERE SHALL HAVE BEEN GIVEN TO THE TRUSTEE WRITTEN NOTICE OF A DEFAULT ON THE PART OF THE COMPANY AS PROVIDED IN SECTION 2 OF ARTICLE V. NOR UNLESS, ALSO, WRITTEN REQUEST SHALL HAVE BEEN MADE OF THE TRUSTEE TO ACT AS IN SAID SECTION PROVIDED, AND REASONABLE OPPORTUNITY SHALL HAVE BEEN GIVEN TO THE TRUSTEE TO PROCEED TO EXERCISE THE POWER GRANTED OR TO PROCEED IN ITS OWN NAME TO INSTITUTE A SUIT, ACTION OR PROCEEDING, EITHER AT LAW OR IN EQUITY, NOR UNLESS THERE SHALL HAVE BEEN TENDERED TO THE TRUSTEE REASONABLE INDEMNITY AGAINST THE COST, EXPENSE AND LIABILITIES TO BE INCURRED BY THE TRUSTEE, AND THE TRUSTEE SHALL HAVE NEGLECTED TO COMPLY WITH SUCH REQUEST WITHIN A REASONABLE TIME. SUCH NOTIFICATION, REQUEST, AND INDEMNITY ARE DECLARED TO BE CONDITIONS PRECEDENT TO THE EXECUTION OF THE POWERS AND TRUSTS OF THIS INSTRUMENT ON THE PART OF ANY INDIVIDUAL BONDHOLDER; IT BEING UNDERSTOOD, INTENDED AND HEREBY PROVIDED, THAT NO ONE OR MORE HOLDERS OF BONDS OR COUPONS SECURED HEREBY SHALL HAVE ANY RIGHT IN ANY MANNER WHATSOEVER BY HIS OR HER ACTION TO EFFECT, DISTURB OR PREJUDICE THE LIEN HEREOF OR TO ENFORCE ANY RIGHT HEREUNDER EXCEPT IN THE MANNER HEREIN EXPRESSLY PROVIDED. IN THE EVENT, HOWEVER, OF THE REFUSAL OR FAILURE OF THE TRUSTEE TO ACT UPON REQUEST AND TENDER OF INDEMNITY ~~AS KXKXKXKX~~ AS HEREINABOVE PROVIDED, THEN, AND NOT OTHERWISE, THE HOLDERS OF 25% OR MORE IN AMOUNT OF THE BONDS THEN OUTSTANDING SHALL BE AUTHORIZED TO INSTITUTE FOR AND ON BEHALF OF THEMSELVES AND ALL OTHER BONDHOLDERS SIMILARLY SITUATED PROCEEDINGS FOR THE FORECLOSURE OF THIS INSTRUMENT OR FOR OTHER REMEDY AT LAW OR IN EQUITY.

ARTICLE VII.

THE TRUSTEE.

SECTION 1. THE TRUSTEE HEREBY ACCEPTS THE TRUSTS AND ASSUMES THE DUTIES HEREBY CREATED AND IMPOSED UPON IT, BUT ONLY UPON THE FOLLOWING TERMS AND CONDITIONS, TO-WIT:

(A) IT SHALL INCUR NO LIABILITY TO ANYONE AND SHALL BE FULLY PROTECTED IN ACTING UPON ANY NOTICE, REQUEST, CONSENT, CERTIFICATE, BOND OR OTHER PAPER OR DOCUMENT BELIEVED BY IT TO BE GENUINE AND TO HAVE BEEN SIGNED BY THE PROPER PERSON OR PERSONS.

(B) IT MAY SELECT AND EMPLOY IN AND ABOUT THE EXECUTION OF THIS TRUST SUITABLE AGENTS, ATTORNEYS, REPRESENTATIVES AND EMPLOYEES, WHOSE REASONABLE COMPENSATION AND EXPENSES, INCLUDING TRAVELLING EXPENSES, SHALL BE PAID BY THE COMPANY TO IT, AND IN DEFAULT OF SUCH PAYMENT OF SUCH COMPENSATION AND EXPENSES, THEY SHALL, WITH INTEREST AT SEVEN PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, BE A CHARGE UPON THE HEREBY MORTGAGED PROPERTY AND PREMISES AND THE PROCEEDS THEREOF, PARAMOUNT TO SAID BONDS,