

AND MAINTAINING THE PROPERTY, AND ALL TAXES, ASSESSMENTS, PUBLIC UTILITY RATES AND LIENS THEREON WHICH HAVE BEEN PAID BY THE TRUSTEES FOR ANY BONDHOLDER PURSUANT TO AUTHORITY HEREIN GIVEN. IT IS EXPRESSLY AGREED THAT IN ANY SUCH FORECLOSURE SUIT THERE SHALL BE TAXED AS A PART OF THE COSTS SUCH SUM AS THE COURT SHALL ADJUDGE REASONABLE AS AN ATTORNEY'S OR SOLICITOR'S FEE THEREIN, AND THE COMPANY AGREES TO PAY SUCH FEE.

SECOND, TO THE PAYMENT OF THE WHOLE AMOUNT DUE, OWING AND UNPAID UPON THE PRINCIPAL AND INTEREST OF THE BONDS SECURED HEREBY, WITH INTEREST ON THE OVERDUE INSTALLMENTS OF INTEREST AT THE RATE OF SIX AND ONE-HALF ($6\frac{1}{2}$) PER CENT PER ANNUM, AND IN CASE SUCH PROCEEDS SHALL BE INSUFFICIENT TO PAY IN FULL THE WHOLE AMOUNT SO DUE AND UNPAID, THEN TO THE PAYMENT OF SUCH PRINCIPAL AND INTEREST RATABLY TO THE AGGREGATE OF SUCH PRINCIPAL AND ACCRUED AND UNPAID INTEREST, WITHOUT PREFERENCE OR PRIORITY OF PRINCIPAL OVER INTEREST OR OF INTEREST OVER PRINCIPAL OR OF ANY INSTALLMENTS OF INTEREST OVER ANY OTHER INSTALLMENTS OF INTEREST.

THIRD, ANY SURPLUS REMAINING SHALL BE PAID TO THE COMPANY.

SECTION 7. NO RECOVERY OF ANY JUDGMENT BY THE TRUSTEES AND NO RECOVERY OF ANY EXECUTION UNDER ANY SUCH JUDGMENT SHALL IN ANY MANNER EFFECT OR IMPAIR THE LIEN OF THE TRUSTEES ON THE PROPERTY EMBRACED HEREBY.

SECTION 8. NO REMEDY HEREIN CONFERRED UPON OR RESERVED TO THE TRUSTEES OR TO THE HOLDERS OF BONDS SECURED HEREBY, SHALL BE HELD TO BE EXCLUSIVE, BUT EACH AND EVERY SUCH REMEDY SHALL BE HELD TO BE CUMULATIVE AND SHALL BE IN ADDITION TO EVERY OTHER REMEDY GIVEN HEREUNDER OR EXISTING EITHER AT LAW OR IN EQUITY OR HEREAFTER CONFERRED BY STATUTE. EVERY REMEDY SO AVAILABLE MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS MAY BE DEEMED EXPEDIENT.

SECTION 9. NO DELAY OR OMISSION OF THE TRUSTEES OR OF ANY HOLDERS OF BONDS SECURED HEREBY TO EXERCISE ANY RIGHT OR POWER ARISING UPON DEFAULT SHALL IMPAIR ANY SUCH RIGHT OR POWER OR SHALL BE CONSTRUED TO BE A WAIVER OF ANY SUCH DEFAULT OR ON ACQUIESCENCE THEREIN. IN CASE THE TRUSTEES SHALL HAVE PROCEEDED TO ENFORCE ANY RIGHT UNDER THIS INSTRUMENT BY FORECLOSURE OR OTHERWISE, AND SUCH PROCEEDING SHALL HAVE BEEN DISCONTINUED OR ABANDONED, OR SHALL HAVE BEEN DETERMINED ADVERSELY TO THE CONTENTIONS OF THE TRUSTEES, THEN AND IN EVERY SUCH CASE THE COMPANY, THE TRUSTEES AND THE BONDHOLDERS SEVERALLY AND RESPECTIVELY SHALL BE RESTORED TO THEIR FORMER POSITIONS AND RIGHTS HEREUNDER IN RESPECT TO THE PROPERTY EMBRACED HEREIN, AND ALL REMEDIES, RIGHTS AND POWERS OF THE COMPANY, THE TRUSTEES AND THE BONDHOLDERS SHALL CONTINUE AS THOUGH NO SUCH PROCEEDINGS HAD BEEN TAKEN.

SECTION 10. NOTWITHSTANDING THE PROVISIONS HEREIN CONTAINED, THE POWERS GRANTED TO THE TRUSTEES ARE SUBJECT TO THE LIMITATION THAT IF BY THE COMMENCEMENT OF ANY ACTION AT LAW TO RECOVER JUDGMENT FOR ANY AMOUNT DUE AND UNPAID UPON THE BONDS SECURED HEREBY, OR OTHERWISE, OR BY THE EXERCISE OF ANY OTHER REMEDY PRIOR TO OR CONCURRENTLY WITH PROCEEDINGS TO ENFORCE THE LIEN OF THIS INSTRUMENT, THE LIEN HEREOF UPON THE PROPERTY EMBRACED HEREBY WOULD BE SURRENDERED, WAIVED OR LOST, THE TRUSTEES SHALL HAVE NO POWER TO COMMENCE SUCH ACTION AT LAW OR TO EXERCISE SUCH PRIOR OR CONCURRENT REMEDY.

ARTICLE VII

CONCERNING THE BONDHOLDER.

SECTION 1. ANY REQUEST, DIRECTION OR OTHER PAPER REQUIRED BY THIS INSTRUMENT TO BE EXECUTED BY THE BONDHOLDERS MAY BE EXECUTED IN ANY NUMBER OF CONCURRENT INSTRUMENTS OF SIMILAR TENOR. PROOF OF THE EXECUTION OF ANY SUCH PAPER SHALL BE