

SUFFICIENT FOR ANY PURPOSE HEREUNDER AND SHALL BE CONCLUSIVE IN FAVOR OF THE TRUSTEES, OR EITHER OF THEM, IF MADE IN THE FOLLOWING MANNER:

(A) THE FACT AND DATE OF THE EXECUTION OF SUCH WRITING MAY BE PROVED BY THE CERTIFICATE OF A NOTARY ^{PUBLIC} CERTIFYING THAT THE PERSON SIGNING SUCH WRITING ACKNOWLEDGED TO HIM THE EXECUTION THEREOF, OR THE FACT AND DATE OF SUCH EXECUTION MAY BE PROVED BY THE AFFIDAVIT OF A WITNESS COMPETENT FOR SUCH PURPOSE.

(B) THE FACT OF THE HOLDING OF UNREGISTERED BONDS BY ANY PERSON EXECUTING ANY INSTRUMENT AS A BONDHOLDER AND THE AMOUNT AND NUMBER OF SUCH BONDS MAY BE PROVED BY A CERTIFICATE EXECUTED BY ANY BANK OR TRUST COMPANY OF APPROVED STANDING OR BY ANY OTHER DEPOSITARY WHOSE CERTIFICATE SHALL BE DEEMED BY THE TRUSTEES TO BE SATISFACTORY SHOWING THAT AT THE DATE THEREIN MENTIONED SUCH PERSON HAD ON DEPOSIT WITH OR EXHIBITED TO SUCH BANK, TRUST COMPANY OR OTHER DEPOSITARY THE BONDS DESCRIBED IN SUCH CERTIFICATE.

(C) THE OWNERSHIP OF REGISTERED BONDS SHALL BE PROVED BY THE BOOKS OF REGISTRY OF SUCH BONDS PROVIDED FOR HEREIN.

SECTION 2. NO HOLDER OF ANY BOND OR COUPON SECURED HEREBY SHALL HAVE THE RIGHT TO INSTITUTE ANY SUIT, ACTION OR PROCEEDING EITHER 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 TO TAKE POSSESSION OF THE PROPERTIES EMBRACED HEREBY OR FOR ANY OTHER REMEDY WHATSOEVER, UNLESS SUCH HOLDER SHALL PREVIOUSLY HAVE GIVEN TO THE TRUSTEE, LUMBERMENS TRUST COMPANY, WRITTEN NOTICE OF AN EVENT OF DEFAULT, NOR UNLESS THEY SHALL ALSO HAVE MADE WRITTEN REQUEST UPON THE TRUSTEE, LUMBERMENS TRUST COMPANY, AND SHALL HAVE AFFORDED TO IT A REASONABLE OPPORTUNITY EITHER TO PROCEED TO EXERCISE THE POWER HEREINBEFORE GRANTED OR TO PROCEED IN ITS OWN NAME, OR IN THE NAME OF BOTH OR EITHER TRUSTEE, TO ENFORCE THE REMEDIES HEREIN PROVIDED FOR, NOR UNLESS SUCH HOLDER OR HOLDERS SHALL OFFER TO THE TRUSTEES, REASONABLE SECURITY AND INDEMNITY AGAINST THE COST, EXPENSES AND LIABILITIES TO BE INCURRED IN OR BY REASON OF THE ACTION CONTEMPLATED, AND THE SAID TRUSTEE, LUMBERMENS TRUST COMPANY, SHALL HAVE NEGLECTED TO COMPLY WITH SUCH REQUEST WITHIN A REASONABLE TIME THEREAFTER. SUCH NOTIFICATION AND REQUEST ARE DECLARED TO BE CONDITIONS PRECEDENT TO THE EXECUTION OF THE POWERS AND TRUSTS OF THIS INSTRUMENT, 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 WHATEVER BY HIS OR THEIR ACTION TO EFFECT, DISTURB OR PREJUDICE THE LIEN OF THIS INDENTURE, TO ENFORCE ANY RIGHT HEREUNDER, EXCEPT IN THE MANNER HEREIN PROVIDED. IN THE EVENT OF THE REFUSAL ^{OR FAILURE} OF THE TRUSTEE, LUMBERMENS TRUST COMPANY, TO ACT AFTER AN EVENT OF DEFAULT AND REQUEST TO ACT AND INDEMNITY AS HEREIN PROVIDED, THEN AND NOT OTHERWISE THE HOLDERS OF NOT LESS THAN TWENTY-FIVE (25) PER CENT OF THE BONDS THEN OUTSTANDING SHALL BE AUTHORIZED TO INSTITUTE FORECLOSURE OR OTHER LEGAL PROCEEDINGS. ALL PROCEEDINGS WHICH SHALL BE INSTITUTED TO ENFORCE THE LIEN OF THIS INSTRUMENT SHALL BE FOR THE EQUAL BENEFIT OF ALL HOLDERS OF SUCH OUTSTANDING BONDS AND COUPONS.

SECTION 3. ANY BONDHOLDER MAY AT HIS OPTION ADVANCE ANY SUM OF MONEY AGREED TO BE PAID BY THE COMPANY IN LIQUIDATION OF ANY TAX OR OTHER LIENABLE CLAIM WHICH IS BY LAW SUPERIOR TO THIS INDENTURE, OR ANY PREMIUMS FOR INSURANCE, IN CASE THE COMPANY SHALL NEGLECT TO PAY THE SAME, AND THE AMOUNTS SO ADVANCED BY