

Before he shall be required to institute and maintain judicial proceedings to foreclose the lien of this indenture or to incur any expense whatsoever in the enforcement of any of the conditions of this indenture, said trustee shall be entitled to receive as often as may be reasonably required by him, from said bond holders indemnity satisfactory to him sufficient to cover all proper charges and expenses in connection therewith, anything to the contrary herein notwithstanding.

XII. Upon

Upon the said trustee bringing suit to foreclose the lien of this indenture upon default in the performance by said Company of any of the conditions hereof said trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the property covered hereby and of the earnings, income rents, issues and profits thereof, after reasonable notice to said company of the application therefor.

XIII.

Said Company by vote of its Board of Directors, may waive the provision of this indenture relative to the continuation of any default for six months before the principal of said bonds may be declared to be due; and, upon the delivery to said trustee of a certified copy of a resolution of said Board of Directors waiving such provision, said trustee and the holders of said bonds secured hereby may immediately thereupon take any action which under the terms of this indenture, they could have taken at the expiration of such period.

XIV.

In case of any sale under a decree of court in any suit brought to enforce the provisions of this indenture, any holder or holders of bonds issued hereunder and then outstanding and unpaid may bid for and purchase the property sold on equal terms with other persons, and, the purchaser or purchasers at any such sale in making settlement therefor, or in payment of the purchase money bid, shall be entitled, upon delivering to the officer making such sale any of said bonds, and, all or any overdue or unpaid coupons, to be credited on account therefor, with the portion of the net proceeds of such sale, which would be applicable to the payment of such bonds or coupons so surrendered, after paying in money enough to cover the costs and expenses of said sale and in connection therewith, and any unpaid charges, expenses or compensation of said trustee, and such other charges as the Court having jurisdiction of said suit may require to be paid in money.

XV.

Any request in writing or other instrument required by this indenture to be signed or executed by bondholders may be in any number of counterparts or concurrent instruments of similar tenor and date, and may be signed or executed by said bondholders in person or by attorney in fact. Such instruments of writing, when acknowledged before a notary public, shall be accepted by said trustee as sufficiently proven for the purposes of this indenture.

XVI.