

shall have made written request upon the Corporate Trustee, and shall have afforded to the Trustees a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in their own names; nor unless, also, they shall have offered to the Trustees security and indemnity satisfactory to the Corporate Trustee against the costs, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Corporate Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or cause of action for foreclosure or for the appointment of a receiver or for any other remedy hereunder it being understood and intended that no one or more holders of bonds or coupons shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this indenture, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all stockholders of such outstanding bonds and coupons.

Section 21. Except as herein expressly provided to the contrary, no remedy herein conferred or reserved to the Trustees, or to the holders of bonds is intended to be exclusive of any other remedy or remedies, and each any 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.

Section 22. No delay or omission of the Trustees, or of any holder of bonds to exercise any right or power accruing upon any default, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article XI to the Trustees and to the bondholders respectively may be exercised from time to time, and as often as may be deemed expedient, by the Trustees or by the bondholders, respectively.

~~Section 23. In case the Trustees shall have proceeded to enforce any right under this indenture by foreclosure, entry, or institute such action, suit or proceeding in their own names; nor unless, also, they shall have offered to the Trustees security and indemnity satisfactory to the Corporate trustee against the costs, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Corporate Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or cause of action for foreclosure or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds or coupons shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this indenture, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons.~~

Section 21. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustees, or to the holders of bonds is intended to be exclusive of any other other remedies, and 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.

Section 22. No delay or omission of the Trustees, or of any holder of bonds to exercise any right or power accruing upon any default, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article XI to the Trustees and to the bond holders respectively may be exercised from time to time, and as often as may be deemed expedient, by the Trustees or by the bondholders, respectively.

Section 23. In case the Trustees shall have proceeded to enforce any right under this indenture by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the Trustees, shall severally and respectively be restored to their former position and rights hereunder in respect of the trust estate, and all rights, remedies, and powers of the Trustees shall continue as though no such proceedings had been taken.

ARTICLE XII.

CONCERNING THE TRUSTEES.

Section 1. The Trustees may select and employ such officers, agents, servants, attorneys, and other assistants as they may reasonably require for the proper discharge of their duties hereunder, and may pay reasonable remuneration therefor, and may take legal advice on all matters connected herewith, and shall be entitled to receive reasonable remuneration for all services performed by them in the discharge of the trusts hereof and reimbursements for all expenses made or incurred by them in the discharge of their duties hereunder and in the management of trusts hereof.

Section 2. All representations and recitals herein set forth or in the bonds hereby secured, are made by and on behalf of the Company, and the Trustees are in no way responsible therefor, nor for any statements herein contained, nor for any action or anything by them done by reason of any representation to them made by