

(a) default shall be made in the payment of any interest on any Bond issued hereunder when and as the same shall become due and payable, and any such default shall have continued for a period of 60 days; or

(b) default shall be made in the payment of the principal of any Bond issued hereunder when and as the same shall become due and payable, whether by the terms thereof or otherwise as herein provided; or

(c) default shall be made in the due performance or observance of any other covenant or condition herein required to be performed or observed by the Company, and any such default shall have continued for a period of 60 days after written notice thereof to the Company from the Trustees or the corporate Trustee or from the holders of at least 10% in amount of the Bonds at the time outstanding; or

(d) if the Company shall become insolvent or shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall make a general assignment for the benefit of creditors, or an order, judgment or decree shall be entered by any court of competent jurisdiction, appointing a receiver of the Company or of the whole or any part of the trust estate, and such receiver shall not have been removed or discharged within 60 days from the date of the appointment of such receiver;

then, and in each and every such case, unless such default shall have been remedied, the individual Trustee, if the corporate Trustee by written notice to the Company shall state that it deems it advisable, by his agents or attorneys, may enter into and upon all or any part of the mortgaged property, and each and every part thereof, and may exclude the Company, its agents and servants, wholly or partly therefrom; and having and holding the same may use, operate, manage and control the mortgaged property and conduct the business thereof, by superintendents, managers, receivers, agents, servants and/or attorneys. Upon every such entry, the individual Trustee may, from time to time, at the expense of the trust estate, make all such repairs, renewals, replacements and useful or required alterations, additions, betterments and improvements to and on the mortgaged property, as to him may seem necessary, proper or judicious. In each such case, the individual Trustee shall have the right to manage the mortgaged property and to carry on the business and to exercise all rights and powers of the Company, either in the name of the Company, or otherwise, as the individual Trustee shall deem best; and the individual Trustee shall be entitled to collect and receive all earnings, income, rents, issues and profits of the same and every part thereof, except income from money, obligations, evidences of indebtedness, shares of stock and other securities and property deposited or pledged with the corporate Trustee hereunder, or with the trustee or mortgagee of some prior lien, or hereby agreed or provided to be delivered or deposited or pledged with the corporate Trustee hereunder. After deducting the expenses of operating the mortgaged property and of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and all payments which he may be required or may elect to make, if any, for taxes, assessments, insurance, and other prior or proper charges upon the mortgaged property or any part thereof, as well as just and reasonable compensation for his own services and for any services of the corporate Trustee, and for all superintendents, managers, receivers, agents, attorneys, counsel, servants and other employees by him engaged and employed in conducting the business of the Company, he shall apply the moneys received as aforesaid, as follows:

In case the principal of none of the Bonds shall have become due, to the payment of the interest in default, in the order of the maturity of the installments thereof, with interest on the overdue installments thereof at the respective rates borne by the Bonds, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

In case the principal of any of the Bonds shall have become due, by declaration or otherwise, first, to the payment of the interest in default, in the order of maturity of the installments thereof, with interest on the overdue installments at the respective rates borne by the Bonds, and next, to the payment of the principal of all Bonds then due, such payments to be made ratably to the persons entitled thereto, without discrimination or preference.

The foregoing provisions, however, are not intended to modify in any way the provisions of Section 40 hereof, but are subject thereto.

Section 66. In case one or more of the events of default shall happen and shall not have been remedied, then, and in every such case, the Trustees or the corporate Trustee may, and upon the written request of the holders of at least 25% in amount of the Bonds then outstanding, shall, by notice in writing sent by registered mail to the Company and addressed to it at Poshay Building, Minneapolis, Minnesota, or at such other address as may have been furnished in writing to the corporate Trustee by the Company, declare the principal of and interest on all the Bonds then outstanding to be due and payable immediately and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding. This provision is subject, however, to the condition that if, at any time after such declaration, but before any sale of the mortgaged property shall have been made hereunder, all arrears of interest upon all the Bonds, with interest on overdue installments of interest at the respective rates borne by the Bonds, together with all sums paid or advanced by the Trustees or either of them under any provision hereof and the reasonable and proper charges, expenses and liabilities of the Trustees or either of them, their agents, attorneys and counsel, and all other sums payable hereunder, except the principal of the Bonds so declared due and payable, shall either be paid by or for the account of the Company or collected out of the mortgaged property, and the default or defaults which occasioned such declaration shall have been remedied, then, and in every such case, the holders of at least a majority in amount of the Bonds then outstanding, by written notice to the Company and to the Trustees or the corporate Trustee, may rescind and annul such declaration in its entirety; but no such action shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 67. In case one or more of the events of default shall happen and shall not have been remedied, the Trustees, by their agents or attorneys, with or without entry, if the corporate Trustee shall deem it advisable,

(a) may sell to the highest bidder all and singular the mortgaged property, such sale to be made at public auction at such place, and at such time and upon such terms as the Trustees or the corporate Trustee may fix and briefly specify in the notice of sale to be given as herein provided or as may be required by law; or

(b) may proceed to protect and enforce their rights and the rights of the Bondholders