

the provisions of Section 40 hereof, as his ratable share of such net proceeds; and thereupon such purchaser shall be credited on account of such purchase price, with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, the Bonds and coupons and claims for interest so used and applied; and at any such sale, any Bondholder may bid for and purchase such property, may make payment on account thereof as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor.

Section 76. Upon filing a bill in equity or upon other commencement of judicial proceedings by the Trustees, or either of them, to enforce any right under this Indenture, the Individual Trustee shall be entitled to exercise the right of entry, and the Trustees, or either of them, shall be entitled to exercise also any and all other rights and powers herein conferred and provided to be exercised by the Trustees or either of them upon the occurrence of an event of default; and, as a matter of right, the Trustees or the corporate Trustee shall be entitled to the appointment of a receiver of the mortgaged property, and of the tolls, earnings, revenue, rents, issues, profits and other income thereof, with all such powers as the court or courts making such appointment shall confer, but notwithstanding the appointment of any receiver, the corporate Trustee shall be entitled to retain possession and control of any money, obligations, evidences of indebtedness, shares of stock and other securities and property deposited or pledged with it hereunder or agreed or provided to be delivered to or deposited or pledged with it hereunder.

Section 77. The Company covenants that

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

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

then, and upon demand of the corporate Trustee, the Company will pay to the corporate Trustee for the benefit of the holders of the Bonds and coupons then outstanding, the whole amount due and payable on all such Bonds and coupons, for principal and interest, including the redemption price of any Bonds called for redemption, with interest upon the overdue installments of interest at the respective rates borne by the Bonds; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustees, in their own names, and as trustees of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustees shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the lien of this Indenture, and the right of the Trustees to recover such judgment shall not be affected by any entry or sale hereunder or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof. In case of a sale of the trust estate and the application of the proceeds of sale to the payment of the Bonds, the Trustees, in their own names and as trustees of an express trust, shall be entitled to enforce payment of, and to receive, all amounts then remaining due and unpaid upon any and all of the Bonds and coupons then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the same remaining unpaid, with interest. No recovery of any such judgment by the Trustees shall in any manner or to any extent affect the lien of the Trustees upon the trust estate or any part thereof or any rights, powers or remedies of the Trustees or either of them hereunder or any rights, powers or remedies of the holders of the Bonds; but such lien, rights, powers and remedies shall continue unimpaired as before.

All moneys collected by the Trustees or either of them under this Section shall be applied as follows:

**First.** To the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, including counsel fees, and of the charges, expenses and liabilities incurred and all advances made by the Trustees or either of them in theretofore managing and maintaining the trust estate or in executing any trust or power hereunder; and

**Second.** To the payment of the amounts then due and unpaid upon the Bonds and coupons, in respect of which or for the benefit of which such moneys shall have been collected, ratably and without any preference or priority of any kind (except as provided in Section 40 hereof) according to the amounts due and payable upon such Bonds and coupons, respectively, at the date fixed by the corporate Trustee for the distribution of such moneys, upon presentation of the several Bonds and coupons, and notation of such payment thereon if partly paid, and surrender thereof if fully paid.

Section 78. No holder of any Bond or coupon issued hereunder shall have any right to institute any suit, action or proceeding at law or in equity for the foreclosure of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or for any other remedy hereunder, unless

(a) such holder shall have previously given to the Trustees written notice of the occurrence of an event of default, as hereinbefore provided; and

(b) the holders of at least 25% in amount of the Bonds then outstanding shall have filed a written request with the Trustees and shall have afforded to them a reasonable opportunity to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own names; and

(c) said holders shall have offered to the Trustees security and indemnity satisfactory to the corporate Trustee against the costs, expenses and liabilities to be incurred by compliance with such request; and

(d) the Trustees shall have refused or omitted to comply with such request for a period of 90 days after such written request shall have been filed with the Trustees.

Such notification, request and offer of indemnity are hereby declared, in every case, at the option of the Trustees, to be conditions precedent to any action or cause of action for foreclosure or for the execution of any trust hereunder 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