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pal or interest upon any of said Gold Bonds, as before mentioned, or upon failure to carry out and perform any of the other conditions or provisions provided herein, and such default shall continue for a period of thirty days after written notice of same to the Company from the Trustee specifying such default and requiring the same to be remedied, then, and in such case, the Trustee may, and upon the written request of the holders of at least fifty-one (51%) per cent. in amount of said bonds at such time outstanding and upon the receipt of indemnity satisfactory to it, shall cause proper proceedings to be instituted and prosecuted to enforce and protect its rights and rights of the bondholders hereunder, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this Indenture, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder. Upon the institution of any such proceedings the Trustee shall be entitled to enter upon the said premises and take possession thereof, and shall also be entitled to exercise any and all rights and powers hereby conferred and provided to be exercised by the Trustee upon the occurrence and continuance of any default as herein provided, and, as a matter of right, the Trustee shall be entitled forthwith to have a receiver appointed of all the property of the Company hereby mortgaged, and of the rents, issues and profits, and other income thereof, with all such powers as the Court or Courts making such appointment shall confer. Provided further, that should the Trustee neglect to take any proceeding within thirty days thereafter, then, and in such case, the holders of fifty-one (51%) per cent. of such bonds shall be entitled to bring suit thereon.

Section 3. In case of any foreclosure sale hereunder the principal of all bonds issued and then outstanding, if not previously due, shall immediately thereupon become due and payable, anything in said bonds or this Indenture to the contrary notwithstanding.

Section 4. But if the Company shall make good any such default (as referred to in the preceding sections) by complying with the terms of this agreement and by paying all past due coupons and bonds, with interest and costs and all expenses incurred by the Trustee, then, and in such case, the Trustee, upon the written request of the holders of fifty-one (51%) per cent. in amount of the outstanding bonds, may abandon all legal proceedings and thereupon all parties shall be restored to their respective positions, rights and remedies as though no default had been made.

Section 5. Any moneys collected by the Trustee under Section 2 of this Article shall be applied as follows:-

First: To the payment of the costs and expenses of any such suit or proceeding, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustee, under this agreement, and all taxes and assessments and such other items as the Court may allow as a proper charge.

Second: To the payment of the whole amount then due, owing and unpaid upon the bonds issued hereunder for principal and interest, with interest at the rate of seven (7%) per cent. per annum on overdue installments of interest; or, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then to the payment of such principal and interest ratably, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, subject, however, to the provision of section 2 of Article II. of this agreement.

Section 6. It is the purpose of this agreement to secure equality of rights

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