

be due and payable immediately, anything in this Indenture or in said bonds to the contrary notwithstanding. But if at any time after such declaration the principal of any bonds required to be paid or redeemed, and all arrears of interest upon all outstanding bonds, with interest on overdue instalments of interest and the expenses of the Trustee, shall be paid by the Company or collected out of the mortgaged property, and any other default or defaults adjusted and remedied before any sale of the property shall have been made, then the holder or holders of a majority in amount of the said outstanding bonds by written notice to the Company and to the Trustee may waive all such defaults previously accruing and obtain a rescission of such declaration. Such action shall not be deemed or taken to relate to or affect any subsequent default, or any right arising hereunder. In case the Trustee shall proceed to enforce any right under this Indenture, by foreclosure or entry or otherwise, and such proceedings shall have been discontinued or abandoned because of such rescission or annulment, or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored to their former position, and the rights hereunder in respect of the mortgaged premises and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Section 2. In case of default in payment of the principal of any of said bonds, as and when the same shall become due and payable, whether by lapse of time, or by default and election, as specified in Section 1 hereof; or in case of default in payment of any interest, as the same may become due and payable, and the same shall remain unpaid and in arrears for sixty days; or in case of default for sixty days shall be made in the payment of any taxes, assessments or charges imposed or assessed upon the property hereby mortgaged, or the Company or its income, after same becomes due and payable (unless payment of same, is, in good faith, contested and security furnished if required); or in the event of the failure or refusal on the part of the Company to keep or perform any of the stipulations, covenants or agreements herein, or in said bonds contained, on its part to be kept and performed, and any such failure or refusal shall have continued for sixty days after written notice thereof shall have been given to the Company by the Trustee; then and in such case the Trustee may, and upon written request of 25% in interest of the holders of all of said bonds outstanding at the time of such default, and upon being suitably indemnified against the costs and expenses which it may incur in acting in pursuance of such request, shall have and exercise any one or more of the following rights:

(A) The Trustee shall be entitled as a matter of right to have a receiver appointed, to forthwith take possession of all of the mortgaged property and to collect and receive all income, rents, issues and profits of the same and every part thereof subject to this Indenture, and after deducting all payments which may be due for taxes, assessments, insurance and prior or other proper charges upon the said premises and property or any part thereof, as well as just and reasonable compensation for its own services and for the receiver, Counsel, agents and employees by it properly employed in connection with the trust property and premises, it shall apply the monies arising as aforesaid as follows:

(a) In case the principal of the bonds hereby secured shall not have become due, to the payment of the interest in default, in the order of the maturity of the instalments of such interest (with interest on the overdue instalments at the rate borne by the bonds upon which such instalments shall be overdue); such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

(b) In case the principal of the bonds hereby secured shall have become due, by declaration or otherwise, first to the payment of the accrued interest (with interest on the overdue instalments thereof at the rate borne by the bonds upon which such instalments shall be overdue) in the order of the maturity of the instalments, and next to the payment of the principal of all bonds hereby secured which have become due; in every instance such payments to be made ratably to