

- 25 -

previously given to the Trustee written notice of default and of the continuance thereof, as hereinbefore provided; nor unless, also, the holders of the majority in amount of bonds then outstanding hereby secured shall have made written request upon the Trustee and shall have afforded to it reasonable opportunity, not less than sixty (60) days, either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; nor unless, also, they shall have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee shall have neglected to comply with such request. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this First Mortgage 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 of the holders of the bonds shall have any right in any manner whatever to affect, disturb or prejudice a lien of this First Mortgage by his or their action, 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 outstanding bonds.

Section 13. No delay or omission of the Trustee or any bondholders to exercise any right or power accruing upon any default shall impair such right or power or shall be construed to be waiver of any such default or an acquiescence therein; and every power and remedy given by this First Mortgage to the Trustee or to the bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or the bondholders severally and respectively.

Section 14. Anything in this First Mortgage contained to the contrary notwithstanding, the holders of the majority in amount of the bonds then outstanding hereby secured, from time to time, shall have the right to direct and control the method and place of conducting any