

option of the Trustees to be conditions precedent to the execution of the powers and trusts of this indenture, 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 now one or more holders of bonds and coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture 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 such outstanding bonds and coupons.

Section 9. The Company covenants that upon the happening of any event of default, the Company will pay to the Trustee, upon demand, for the benefit of the holders of the said bonds and coupons then outstanding, the whole amount due and payable on such bonds and coupons, for interest or principal, or both, as the case may be, with interest upon the overdue instalments of interest at the rate of six (6) per cent. per annum; 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, or 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, 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; and in case of a sale of the mortgaged estates, properties, and franchises, and of the application of the proceeds of sale to the payment of the mortgaged debt, 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 said bonds then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the mortgaged debt remaining unpaid, with interest. No recovery of any such judgment by the Trustees and no levy of any execution upon any such judgment on property subject to the lien of this indenture, or upon any ~~xxxxxx judgment xxxxxxxx~~ other property, shall in any manner, or to any extent, affect the lien of the Trustees upon the mortgaged estates, properties and franchises, or any part thereof, or any rights, powers or remedies of the Trustees hereunder, or any rights, powers or remedies of the holders of the said bonds; but such lien, rights, powers and remedies shall continue unimpaired as before. All money paid to the Trustee under this section shall be applied by the Trustee first to the payment, at the option of the Trustee, of the costs and expenses of the proceedings resulting in the collection of such moneys, and of the expenses paid or incurred by the Trustees or either of them in managing and maintaining the estates, properties and franchises hereby conveyed, and any balance remaining shall be applied as provided in subdivisions third and fourth of sections 5 of this Article.

Section 10. No remedy herein conferred upon or reserved to the Trustees, or either of them, is intended to be exclusive of any other remedy, or remedies; but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default continuing as aforesaid, shall impair any such right or power or shall be construed as a waiver of any such default, or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.