

herein conferred and which it is by this Indenture authorized to exercise upon the occurrence and continuance of such default as herein provided, but also as matter of right, the Trustee shall thereupon be entitled to the appointment of a receiver of the premises hereby mortgaged, and of the earnings, income, revenue, rents, issues and profits thereof, with such powers as the court making such appointment shall confer.

SECTION 17. In case the Trustee shall upon default made, take possession of, commence proceedings against or make sale of the mortgaged estates, properties and franchises in pursuance of any of the provisions hereinbefore contained, any and all of the books and papers of the Mortgagor Company shall upon request be delivered by the Mortgagor Company, its successors and assigns, to the Trustee, and the Trustee by its agents and attorney may take possession of such books and papers, and hold and use the same without any hindrance or impediment whatsoever by or on the part of the Mortgagor Company, its successors or assigns, or by any person acting or claiming to act under it or them or any of them.

SECTION 18. No registered owner of any bond secured by this Indenture 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 hereof, or for the appointment of a receiver, or for any other remedy hereunder, unless (a) such registered owner shall have previously given to the Trustee written notice of such default and of the continuance thereof, as hereinbefore provided, nor unless, also (b) the registered owners of at least twenty-five (25) per cent. in amount of the said bonds then outstanding shall have made written request upon the Trustee, and shall have afforded to it reasonable opportunity, either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; nor unless, also (c) they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time thereafter; and 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 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 no one or more registered owners of bonds 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, or thereunder, 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 registered owners of such outstanding bonds.

SECTION 19. Except as herein expressly provided to the contrary, no remedy herein conferred upon, or reserved to, the Trustee, or to the registered owners of the said bonds, is intended to be exclusive of any other remedy, 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.

SECTION 20. No delay or omission of the Trustee, or of any bondholder, to exercise any right or power accruing upon any default continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default, or in acquiescence therein; and every power and remedy given by this Article 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 by the bondholders severally and respectively.