

remaining due and unpaid upon any and all of the bonds and/or coupons issued hereunder and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of such indebtedness remaining unpaid with interest as aforesaid. No recovery of any such judgment by the Trustee and no attachment or levy of any execution upon any such judgment, upon the mortgaged property or any part thereof or upon any other property, shall, in any manner or to any extent, affect the lien of this Indenture upon the mortgaged property or any part thereof, or any lien, rights, powers or remedies of the Trustee hereunder, or of the holders of the bonds hereby secured, but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys collected by the Trustee under the provisions of this §6.15 shall be applied by them as follows:

First. To the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, including 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 Indenture, or in executing any trust or power hereunder; and

Second. To the payment of the amounts then due and unpaid upon the bonds and for interest in respect whereof such moneys shall have been collected, ratably and without any preference or priority of any kind (subject to the provisions of §6.01), according to the amounts due and payable upon such bonds and for interest respectively, to the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several bonds and coupons, if any, and stamping such payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid.

§6.16. The Trustee shall have power to institute and maintain such suits and proceedings as it may be advised by counsel shall be necessary or expedient to prevent any impairment of the security hereunder by any acts of the Company, or of others, in violation of this Indenture or unlawful, or by the Trustee deemed necessary or expedient to preserve and to protect its interest and the security and interest of the bondholders in respect of the mortgaged property, or in respect of the income, earnings, rents, issues, profits and revenues arising therefrom, including power to institute and to maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if in the judgment of the Trustee the enforcement of, or compliance with, or observance of, such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the bondholders or of the Trustee; and upon the request of the holder or holders of any one or more of the bonds issued hereunder who shall furnish to the Trustee security and indemnity satisfactory to the Trustee for its expenses and compensation for its services and for any liability whatsoever which it may or might incur in the premises, it shall be the duty of the Trustee to proceed as authorized in this §6.16.

§6.17. Upon default of the Company so to do, the Trustee may, in its discretion, and, if requested in writing by the holders of at least twenty-five per cent. in principal amount of the bonds then outstanding, and provided with the amount of cash necessary therefor and indemnified as hereinafter provided, shall, make any payment (other than the principal, interest and/or any sinking fund in respect of the bonds) which the Company by any provision of this Indenture agrees to make or cause to be made, and the Company covenants and agrees that it will forthwith repay to the Trustee all moneys which the Trustee shall so pay and will pay interest thereon from the date of such payment by the Trustee until the repayment thereof at the rate of six per cent. per annum; and until so paid, such advances shall be secured by a lien under and by virtue of this Indenture upon the mortgaged property, in preference to the bonds and coupons issued

hereunder. No such payment by the Trustee shall be deemed to relieve the Company from the consequences of any event of default hereunder.

§6.18. The Company will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any stay or extension law now or at any time hereafter in force in any locality where the mortgaged property or any part thereof, may or shall be situate, nor will it claim, take or insist on any benefit or advantage from any law now or hereafter in force, providing for the valuation or appraisal of the mortgaged property or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any court of competent jurisdiction, nor after any such sale or sales will it claim or exercise any right conferred by any law now or at any time hereafter in force to redeem the property so sold or any part thereof, and it hereby expressly waives all benefit and advantage of any such law or laws, and waives the appraisal of the mortgaged property or any thereof, and it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

§6.19. The Company for itself, its successors and assigns, hereby expressly covenants to and with the Trustee that at and immediately upon the commencement by the Trustee of any action, suit or other legal proceedings (1) to obtain possession of the mortgaged property, or any part thereof, the Company, its successors and assigns, shall and will, severally, waiving the issuance and service of process, enter its or their voluntary appearances in such suit or proceedings, and consent to the entry of a judgment for the recovery and possession of the mortgaged property and every part thereof, (2) for the foreclosure of the lien of this Indenture, the Company, its successors and assigns, shall and will, severally, waiving the issuance and service of process, enter its or their voluntary appearances in such suit or proceeding and consent to the appointment of a receiver of said property and the tolls, income and revenues thereof for the sole benefit of the holders of the bonds, and (3) pursuant to the terms hereof to obtain judgment for the principal of or interest upon any of the bonds or for both, or to obtain judgment of any other nature in aid of the enforcement of the bonds or coupons, or of any of them, or of this Indenture, the Company, its successors or assigns, shall and will, severally, waiving the issuance and service of process, enter its or their voluntary appearances in such action, suit or proceeding and consent to the entry of a judgment for such principal and interest, and interest upon overdue principal and instalments of interest, and for the lawful costs and expenses and compensation of the Trustee and of its agents and attorneys, and for such other relief as the Trustee may be entitled to hereunder.

§6.20. At any time hereafter before full payment of the bonds secured hereby, and whenever the Company shall deem it to be expedient for the better protection or security of such bonds (although then there shall be no event of default entitling the Trustee to exercise the rights and powers conferred by this Article), the Company, with the consent of the Trustee may surrender and deliver to the Trustee full possession of the whole or of any part of the mortgaged property, for any period fixed or indefinite. In such event, the Trustee shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession thereof for such period, fixed or indefinite, as aforesaid, without prejudice, however, to its right, at any time subsequently when entitled thereto by any provision hereof, to insist upon maintaining and to maintain such possession, though beyond the expiration of any prescribed period, and the Trustee, from the time of its entry, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this Indenture, and shall receive and apply the income and revenues thereof as provided in subdivision (1) of §6.03. Upon application of the Trustee, and with