

such assent is required by the terms of this instrument. Article 4. The party of the first part shall as often as it shall be requested by the said Trustee or to do, make do, acknowledge and deliver all such further acts, deeds and assurances in the law for the better securing unto the said Trustee, its successors or successors in the trust hereby created, upon the trusts and for the purposes herein expressed, or to the purchasers or purchasers at any sale made under the powers herein contained, of all and singular the property, franchises and privileges hereby conveyed or intended so to be, or any part thereof as by the said Trustee or by its Counsel learned in the law shall be advised or required. Article 5. Until default shall be made in the payment of the principal or interest of the bonds hereby secured, or some of them or in respect to something hereby required to be done, observed, kept or performed by the party of the first part, the said party of the first part shall be suffered and permitted to hold, possess, manage, use, operate and enjoy the property rights and franchises hereby conveyed or intended so to be, and to receive and use the income, issue, rents and profits thereof, in any manner it may deem best, not inconsistent with the terms of this indenture. Article 6. In case default shall be made in the payment of any of the interest coupons hereby secured to be paid, and such default shall continue for six months after payment shall have been duly demanded, then and thereupon the entire principal sum hereby secured to be paid shall, at the election of the said Trustee become immediately due and payable, anything herein or in said bonds to the contrary notwithstanding; and if requested so to do by the holders of a majority in interest of the bonds hereby secured and at any given time outstanding, by an instrument in writing, signed by them, it shall be the duty of, and it is hereby made obligatory upon the said Trustee to elect and declare the said principal sum due as aforesaid; but nevertheless three-fourths in interest of such bondholders may in case of such default, by an instrument in writing signed by them, waive the right to make such election upon such terms and conditions as such three-fourths in interest may deem proper, or may annul or reverse the election made by the Trustee, anything herein contained to the contrary notwithstanding; but the waiver of any default shall not affect any subsequent default, on the part of the party of the first part or waive or impair any right resulting therefrom. Article 7. In case default shall be made in the payment of any money, principal or interest hereby secured to be paid or in the performance of any covenant, stipulation or condition of this instrument, and such default shall continue for six months after payment or performance shall have been duly demanded, the party of the first part, upon demand of the said Trustee shall forthwith surrender to said Trustee the actual possession of, and it shall be lawful for the said Trustee forthwith to enter into and upon and to take possession of personally, or by its agents or attorneys, all and singular the entire estate, property and rights hereby conveyed, or intended so to be, together with all the records, books, papers, money and accounts of said party of the first part, and either by itself or attorney, or agent or agents to be appointed by it, the said Trustee, to have, hold, use, manage, operate and enjoy the same, and from time to time make all needed repairs and replacements and such alterations therein and additions and improvements thereto as to the said Trustee shall seem wise, and receive the rents, issues, incomes and profits thereof, and out of the same to pay all the proper costs, charges and expenses of so taking, holding and managing the same, including a reasonable compensation to said Trustee, its agents, attorneys, and counsel, and all