

the rights of the Trustee subsequently to insist upon and maintain such possession control and management beyond such term whenever it would have been entitled thereto if such voluntary surrender had not been made. And upon the voluntary surrender and delivery of the said premises or property or any part thereof as aforesaid the Trustee or its successor or successors in this trust shall during the time for which such possession and control shall be by it taken and while the same shall remain in its possession thereunder be entitled to receive the incomes and revenues thereof and work use and manage control operate and employ the same in such lawful way as may be the most beneficial as well to the interests of the public as to the holders of said bonds intended to be secured hereby and of the Company and in all respects in accordance with the law and the provisions of this Article.

The foregoing provision for entry is cumulative to the ordinary remedy by foreclosure in the courts and the Trustee herein and its successor or successors in this trust upon default being made as aforesaid may at its discretion (and upon the written request of the holders of a majority in value of the said bonds then outstanding and unpaid shall upon being properly indemnified) institute proceedings to foreclose this mortgage or deed of trust in such manner (by sale under the power herein given or by suit) as the holders of such majority in value of said bonds may direct and if no such direction be given in that behalf then in such manner as to the Trustee may seem most expedient. No bondholder or bondholders shall however institute any proceedings at law or in equity to recover upon any bond or coupon or to foreclose this mortgage or deed of trust or enforce any right or remedy hereunder except through the Trustee its successor or successors in this trust unless it shall upon proper requisition duly made to it as herein provided for fail or refuse within thirty days thereafter to institute such proceeding or