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§ 10.15. The Trustee shall have power to institute and to 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, which are in violation of this Indenture or unlawful, or as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the bondholders in respect of the trust estate, and in respect of the income, earnings, issues and profits arising therefrom, including the power to institute and to maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative, municipal or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of compliance with, or observance of, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the bondholders or of the Trustee; but nothing in this § 10.15 contained shall require the Trustee to institute any such suit or proceeding unless indemnified to the extent hereinafter provided.

§ 10.16. Upon failure of the Company so to do, the Trustee, if requested in writing by the holders of not less than fifty-one per centum (51%) in principal amount of the Bonds then outstanding and provided with the amount of cash necessary therefor and indemnified to the extent hereinafter provided, shall make any payment (other than of the principal, interest and/or 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

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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 appearance in such action, suit or proceeding, 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 appearance in such action, 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 provisions hereof to obtain judgment for the principal of or interest upon any of the Bonds, or for both, or to obtain a judgment or decree of any other nature in aid of the enforcement of the Bonds or coupons or 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 appearance in such action, suit or proceeding and consent to the entry of a judgment for such principal and/or interest, with interest on overdue principal and installments of interest, and for the lawful costs and expenses and compensation of the Trustee and its agents and attorneys, and for such other relief as the Trustee may be entitled to under the provisions hereof.

§ 10.19. The personal property and chattels mortgaged, pledged, and transferred pursuant to the provisions hereof, or intended so to be, both those now held and those hereafter acquired, shall be deemed real estate for all the purposes of this Indenture and shall be held and taken to be fixtures and appurtenances of the Company's real estate and, in case of foreclosure sale of the

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the rate of six per centum (6%) per annum; and until so paid such advances shall be secured by a lien under and by virtue of this Indenture upon the trust estate, in preference to the Bonds and coupons issued hereunder. No such payment by the Trustee shall be deemed to relieve the Company from the consequence of any default hereunder.

§ 10.17. The Company will not at any time insist upon, plead, or in any manner whatever claim, take or insist upon the benefit or advantage of any stay or extension law now or at any time hereafter in force; nor will it claim, take or insist upon any benefit or advantage of any law now or at any time hereafter in force providing for the valuation or appraisal of the trust estate or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right under or conferred by any law now or at any time hereafter in force to redeem the property sold or any part thereof; and it hereby expressly waives, renounces and relinquishes all benefit and advantage of any and all such stay, extension, valuation, appraisal and redemption law or laws; and it hereby covenants that it will not hinder, delay or impede the execution of any power herein granted or 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.

§ 10.18. The Company, for itself, its successors and assigns, hereby expressly covenants to and with the Trustee that, and immediately upon the commencement of any action, suit or other legal proceeding by the Trustee (1) to obtain possession of the mortgaged property,

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property hereunder whether by legal process, judicial sale or under the powers hereof or otherwise, the same may be sold therewith and in the same manner and not separate therefrom, except as herein otherwise provided.

§ 10.20. At any time hereafter before full payment of the Bonds, and whenever it shall deem it expedient for the better protection or security of the Bonds (although none of the events of default shall have occurred), the Company, with the consent of the Trustee, may surrender and deliver to the Trustee full possession of the whole or any part of the trust estate, for any period, fixed or indefinite. In such event, the Trustee shall enter into and upon the trust estate 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 provisions hereof, to insist upon maintaining and to maintain such possession beyond the expiration of any such fixed period; and the Trustee from the time of such entry shall work, maintain, use, manage, control and employ the trust estate, so surrendered and delivered, in accordance with, and shall receive and apply the income and revenues thereof as provided in, subdivision (1) of § 10.03. Upon application of the Trustee and with the consent of the Company, if none of the events of default shall exist and without such consent if one or more of the events of default shall exist, a receiver may be appointed to take possession of, and to operate, maintain and manage the trust estate or any part thereof, and the Company shall transfer and deliver to such receiver possession of the trust estate, whereover the same may be situated; but, notwithstanding the appointment of any receiver, the Trustee shall be entitled as pledgee to the possession and control of any cash,