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suit, action or proceeding in equity or at law for the foreclosure of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or for any other remedy hereunder, unless previously the holders of not less than ten per cent. in principal amount of the Bonds then outstanding shall have given to the Trustee written notice of the happening of some one or more of the events of default and of the continuance thereof, as hereinbefore provided, and unless also the holders of twenty-five per cent. in principal amount of the Bonds then outstanding shall have made written request upon the Trustee, after the right to exercise such powers or right of action, as the case may be, shall have accrued, 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; and, unless, also, there shall have been offered to the Trustee satisfactory security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; 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 holder or holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this Indenture or to enforce any right hereunder, 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 holders of such outstanding Bonds and coupons.

Section 17. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, 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 or otherwise.

Section 18. In case the Trustee shall have proceeded to enforce any right under this Indenture by sale, foreclosure or otherwise and such proceedings shall have been discontinued and abandoned, because every default upon which the same shall be founded shall have been remedied or because of the waiver of such default, as herein provided, or for any other reason, or shall have been determined adversely to the Trustee, then, and in every such case, the Company and the Trustee shall severally and respectively be restored to their former position and rights hereunder and in respect of the trust estate, and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Section 19. No delay or omission of the Trustee or of any holder of any of the Bonds to exercise any right or power accruing hereunder upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, nor shall the action of the Trustee or of the holders of the Bonds, in case of any default or in case of any default and the subsequent waiver of such default, affect or impair the rights of the Trustee or of such holders with respect to any subsequent default on the part of the Company or impair any right resulting therefrom; and every power and remedy given by this Article to the Trustee or to the holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient by the Trustee or by such holders.

ARTICLE SIX

RELEASE OF PROPERTY INCLUDED IN THE TRUST ESTATE