

hereunder, or for the appointment of a receiver, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of some event of default and of the continuance thereof, as hereinbefore provided, and such event of default shall not have been waived as provided in Section 3 of Article Fifth hereof, nor unless, also, the holders of thirty-five per cent. in amount of the First Mortgage Bonds then outstanding, shall have made written request upon the Trustee after its 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 proceedings in its own name; nor, unless also, they shall have offered to the Trustee adequate 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 any 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 one or more holders of First Mortgage Bonds and coupons 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.

COMPARED

SECTION 19. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or to the holders of the First Mortgage Bonds is intended to be exclusive of any other remedy or remedies, and 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.

SECTION 20. No delay or omission of the Trustee, or of any holder of First Mortgage Bonds to exercise any right or power accruing upon any default continuing as aforesaid, shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article Fifth to the Trustee and to the Bondholders respectively may be exercised from time to time, and as often as may be deemed expedient, by Trustee or by the Bondholders, respectively.

SECTION 21. In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of waiver 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 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.

ARTICLE SIXTH

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IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS

No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any First Mortgage Bond or coupon appertaining thereto, or because of the creation of any indebtedness hereby secured, shall be had against any incorporator, stockholder, officer or director of the Company, or of any successor corporation, either directly or through the Company or such successor corporation, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this Indenture and the obligations hereby secured are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred