

§ 9.17. 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.

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

payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid.

§ 9.15. The Trustee shall have power to institute and to maintain such suits and proceedings as the Trustee being advised by counsel may deem 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 being advised by counsel may deem 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 interests of the bondholders or of the Trustee.

§ 9.16. Upon failure of the Company so to do, either the Trustee, in its discretion, or the holders of not less than twenty-five per centum (25%) in principal amount of the Bonds then outstanding, may make any payment (other than of the principal, interest or sinking or purchase 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 or to the bondholders all moneys which the Trustee or the bondholders shall so pay, and will pay interest thereon from the date of such payment by the Trustee or the bondholders until the repayment thereof at 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 or by the bondholders shall be deemed to relieve the Company from the consequence of any default hereunder.