

the duties of the Authority in relation to the construction, acquisition, improvement, installation, maintenance, operation, repair and insurance of any project or projects and the custody, safeguarding and application of all moneys, and may provide that any project or projects shall be constructed and paid for under the supervision and approval of consulting engineers employed or designated by the Authority and satisfactory to the trustee appointed as provided herein, and if none, the original purchasers of the bonds issued hereunder. Such trust indenture or indentures may further provide that the security given by contractors and by any depository of the property thereunto, be satisfactory to the trustee appointed as provided herein, and if none, the original purchasers of the bonds. It shall be lawful for any bank or trust company incorporated under the laws of this State to act as depository of the proceeds of the bonds or revenues. Such resolution or such trust indenture or indentures may set forth the rights and remedies of the bondholders and of the trustee, and may restrict the individual right of action of bondholders as is customary in trust indentures securing bonds and debentures of corporations. All expenses incurred in carrying out such trust indenture may be treated as a part of the cost of maintenance, operation and repair of any project or projects.

12. (Rights and Remedies of Bondholders)

The rights and the remedies, herein conferred upon or granted to the bondholders, shall be in addition to and not in limitation of any rights and remedies lawfully granted to such bondholders by the resolution or resolutions providing for the issuance of bonds, or by any deed of trust, indenture, or other agreement under which the same may be issued. In the event that the Authority shall default in the payment of principal of or interest on any of the bonds after said principal or interest shall become due, whether at maturity or upon call for redemption, and such default shall continue for a period of thirty (30) days, or in the event that the Authority shall fail or refuse to comply with the provisions of this Act, or shall default in any agreement made with the holders of the bonds, the holders of twenty-five per centum (25%) in the aggregate principal amount of the bonds then outstanding, by instrument or instruments filed in the office of the Clerk of the Circuit Court for Montgomery County, and proved or acknowledged in the same manner as a deed to be recorded, may (except as such right may be limited under the provisions of any deed of trust, indenture or other agreement as aforesaid) appoint a trustee to represent the bondholders for the purposes herein provided. Such trustee and any trustee under any deed of trust, indenture or other agreement may, and, upon written request of the holders of twenty-five per centum (25%) (or such other percentage as may be specified in any deed of trust, indenture, or other agreement aforesaid) in principal amount of the bonds then outstanding, shall in his or its own name:

(a) by mandamus or other suit, action, or proceeding at law or in equity enforce all rights of the bondholders, including the right to require the Authority to collect tolls, rates, rentals, and other charges, adequate to carry out any agreements as to or pledge of the revenues or receipts of the Authority, and to require the Authority to carry out any other agreements with or for the benefit of the bondholders, and to perform its and their duties under this Act;