ARTICLE SIX.

REMEDIES OF TRUSTEES AND BONDHOLDERS.

SECTION 1. Neither any coupon belonging to any first and refunding mortgage bond, nor any claim for interest on any registered bond, which in any way, at or after maturity, shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of or from this indenture, except after the prior payment in full of the principal of all the bonds issued hereunder, and of all coupons and interest obligations not so transferred or pledged.

SEC. 2. If one or more of the following events, hereinafter called the events of default, shall happen, that is to say:

(a) default shall be made in the payment of any installment of interest on any of the first and refunding mortgage bonds when and as the same shall become payable, as therein and herein expressed, and such default shall continue for the space of six months, or default shall be made in the payment of the principal of any of said bonds when the same shall become due and payable either by the terms thereof or otherwise as herein provided;

(b) default shall be made in the payment, observance or performance of any other of the covenants, conditions and agreements on the part of the Railway Company, its successors or assigns, in the first and refunding mortgage bonds, or in this indenture contained, and such default shall continue for the space of six months after written notice from the Trustees, specifying such default and requiring the same to be remedied;

(c) an order shall be made for the appointment of a receiver of the Railway Company or of the mortgaged and pledged premises or part thereof;

(d) default shall be made in the payment of the interest on any bonds or obligations secured by mortgage or other lien prior to the lien of this indenture on the mortgaged and pledged premises, or any part thereof, and by reason of such default any right of action or of entry shall have arisen under any such mortgage or other prior lien;

(e) the Railway Company shall fail, on the maturity of any underlying bonds and on presentation thereof in accordance with the terms thereof, either to pay said bonds or to cause said bonds to be taken up and delivered to the Trustees to be held under this indenture;

then and in each and every such case the Trustees personally, or by their agents or attorneys, may enter into and upon all or any part of the railways, rolling stock, property and premises, lands, rights, interests and franchises hereby conveyed, or intended so to be, and each and every part thereof, and may exclude the Railway Company, its agents and servants wholly therefrom; and, having and holding the same, may use, operate, manage and control said railways and other premises, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by their superintendents, managers, receivers, agents and servants or attorneys; and upon every such entry the Trustees, at the expense of the trust estate, from time to time, either by purchase, repairs or construction, may maintain and restore and may insure or keep insured the rolling stock, tools and machinery and other property, buildings, bridges and structures erected or provided for use in connection with said railways and other premises, whereof

they shall become possessed, as aforesaid, in the same manner and to the same extent as is usual with railway companies; and likewise, from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements, and useful alterations, additions, betterments and improvements thereto and thereon, as to them may seem judicious; and in such case the Trustees shall have the right to manage the mortgaged and pledged premises and to carry on the business and exercise all rights and powers of the Railway Company, either in the name of the Railway Company or otherwise, as the Trustees shall deem best. And the Trustees shall be entitled to collect and receive all tolls, earnings, income, rents, issues and profits of the same and every part thereof, and also the income from stocks and bonds subject to this indenture. And after deducting the expenses of operating said railways and other premises, and of conducting the business thereof and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or other proper charges upon the mortgaged and pledged premises, or any part thereof, as well as just and reasonable compensation for their own services and for all agents, clerks, servants and other employes by them properly engaged and employed, the Trustees shall apply the moneys arising as aforesaid, as follows:

(a) In case the principal of the first and refunding mortgage bonds shall not have become due, to the payment of the interest in default in the order of the maturity of the installments of such interest, with interest thereon at the same rate of interest as was borne by the bond on which such interest shall be in default, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

(b) In case the principal of the first and refunding mortgage bonds shall have become due, by declaration or otherwise, first to the payment of the accrued interest, with interest on the overdue installments thereof at the same rate of interest as was borne by the bonds on which such interest shall be in default, in the order of the maturity of the installments, and next to the payment of the principal of all the first and refunding mortgage bonds; in every instance such payments to be made ratably to the persons entitled to such payment, without any discrimination or preference.

These provisions, however, are not intended in anywise to modify the provisions of section 1 of this Article Six, but are subject thereto.

SEC. 3. If one or more of the events of default shall happen, the Trustees, subject to the provisions of the first paragraph of section 1 of Article Five of this indenture, shall be entitled to vote on all shares of stock then subject to the lien of this indenture, and, for the benefit of the holders of the first and refunding mortgage bonds, shall be entitled to collect and receive all dividends on all such shares of stock, and all sums payable for principal, interest or otherwise upon any bonds or obligations that shall then be subject to this indenture, and to apply as hereinbefore provided the net moneys received; and, as holder of any such shares of stock and of any such bonds, to perform any and all acts, or to make or execute any and all transfers, requests, requisitions or other instruments, for the purpose of carrying out the provisions of this section; but in the event that a receiver of any railway upon which this indenture is a first lien shall have been appointed and shall be in possession thereof, in the enforcement of this indenture or pursuant to the provis-