

or successors in this trust, subject, however, to the provisions of this indenture upon satisfactory indemnity, upon any surrender and delivery, to enter into and upon the premises so surrendered and delivered, and to take and receive possession, control and management of said plant and property so surrendered for such term or terms of years, certain or indefinite, as may be agreed upon by the said parties hereto but without prejudice to the rights of the Trustee subsequently to insist upon and maintain such possession, control and management beyond such term whenever it would have been entitled thereto if such voluntary surrender had not been made. And upon the voluntary surrender and delivery of the said premises or property or any part thereof as aforesaid the Trustee, or its successor or successors in this trust, shall during the time for which such possession and control shall be by it taken and while the same shall remain in its possession thereunder be entitled to receive the incomes and revenues thereof and work, use and manage, control, operate and employ the same in such lawful way as may be the most beneficial as well to the interests of the public as to the holders of said bonds intended to be secured hereby and of the Company, and in all respects in accordance with the law and the provision of this section.

Remedies Upon Default

10. In case default shall be made in the payment of any interest or sinking funds or of the principal of any of the aforesaid bonds issued and secured by this instrument according to the tenor thereof, and if such default continue for a period of three months after demand made for the payment of the same at the office of the Trustee, or in case the Company shall neglect to pay any tax or assessment as herein agreed for the period of three months after the same shall have become lawfully due and payable and payment thereof shall have been demanded by the Trustee hereunder, it shall be lawful, subject to waiver of such default as hereinafter provided, for the Trustee, or its successor or successors in this trust, by itself, its attorneys or agents, to enter into and upon and take possession of all and singular the plant, premises and property, rights and interests hereby conveyed and mortgaged or intended so to be, and each and every part thereof, and to exclude the Company and its agents wholly therefrom and to hold and use the same and to control, manage and operate by its (the Trustee's) superintendents, managers, receivers, agents, servants, employees and attorneys, the said plant, premises, property, rights and interests, and to manage and conduct the business thereof and to make from time to time at the expense of the trust estate all repairs and replacements and all such useful alterations, additions and improvements thereto, and to do all other matters and things which shall promote the interests of the parties hereto as may seem to it, the Trustee, judicious and proper, and to collect and to receive all tolls, incomes, rents, issues and profits of the same, and every part thereof, and after deducting the expenses of operating and maintaining said plant, and of conducting its business and paying for all repairs, replacements, alterations and additions and improvements as aforesaid, and all taxes assessments, insurance premiums and other proper charges upon said property and premises or any part thereof, as well as a just and reasonable compensation for its