

as appurtenant to, or for the use of, the railroads hereby mortgaged; and also it will do, execute, acknowledge and deliver, or it will cause to be done, executed, acknowledged and delivered, all and every such future acts, deeds, transfers and assurances for the better assuring, conveying and confirming unto the Trustees all and singular the premises, estates and property hereby conveyed, or intended so to be, as the Trustee, or a majority of the holders in amount of the bonds secured hereby and then outstanding shall reasonably require for the better accomplishing the provisions and purposes of this indenture, and for securing payment of the principal and interest of the bonds intended to be hereby secured.

Article Fifth.

In-Case of Default.

Section 1. In case (1) default shall be made in the payment of any interest or any bond hereby secured, and any such default shall have continued for a period of six months; or in case (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured when the same shall become due, whether upon maturity thereof or upon declaration as authorized by this indenture; or in case (3) default shall be made in the payment of any interest or any of the old bonds mentioned and described in Section 3 of Article Second hereof, and any such default shall have been continued for a period of six months; or in case (4) default shall be made in the due and punctual payment of the principal of any of said old bonds when the same shall become due, whether upon maturity thereof or upon declaration as authorized by said First Mortgage, dated July 1, 1897, by which said bonds are secured; or in case (5) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Railroad Company, and any such default shall have continued for a period of six months after written notice to said Railroad Company thereof from the Trustee or from the holders of five per cent. in amount of the bonds hereby secured and then outstanding; then in each and every such case, the Trustee personally, or by its agents or attorneys, may, into and upon all of any part of the railroads, rolling stock, property and premises, rights, interests and franchises subject to this indenture, and each and every part thereof and may exclude the Railroad Company, its agents and servants, wholly therefrom, and having and holding the same may use, operate, manage and control said railroads and other premises, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by its superintendents, managers, receivers, agents and servants or attorneys, to the best advantage of the holders of the bonds hereby secured; and upon every such entry the Trustee, at the expense of the trust estate, from time to time, either by purchase, repair or construction, may maintain and restore, and 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 railroads and other premises, and whereof it shall have become possessed, as aforesaid, in the same manner and to the same extent as is usual with railroad companies, and likewise, from time to time, at the expense of the trust estate, make all necessary or proper repairs, renewals and replacements and useful alterations, additions, betterments and improvements thereto and thereon, as to it shall seem judicious; the Trustee shall have the right to manage the mortgaged premises, and to carry on the business thereof and exercise in respect thereof all rights and powers of the Railroad Company, either in the name of the Railroad Company or otherwise, as the Trustee shall be deemed best; and it shall be entitled to collect, and to receive all tolls, earnings, incomes, rents, issues and profits of the same and every part thereof; and after deducting the expenses of operating said railroads, and other premises, and of conducting the business thereof, and 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 liens or charges upon the said premises or property, or any part thereof, as well as just and reasonable compensation for its services and for all agents, counsel, attorneys, clerks, servants and other employees by it properly engaged and employed, it shall apply the moneys arising as aforesaid as follows:

First. In case the principal of the bonds hereby secured 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 rate of four per cent. per annum; such payments to be made ratably to the persons entitled thereto without discrimination or preference, except as specified in Section 2 of Article Fourth hereof.

Second. In case the principal of the bonds hereby secured shall become due, by declaration or otherwise, first to the payment of the accrued interest (with interest on the over due installments thereof at the rate of four per cent. per annum) in the order of maturity of the installments, and to the payment of the principal of all bonds hereby secured; in every instance such payments to be made ratably to the persons entitled to such payment, without any discrimination or preference, except as specified in Section 2 of Article Fourth hereof.

Upon complying with all the provisions of this indenture as to which the Railroad Company shall be in default and the payment in full of whatever may be due for such principal and interest or payable for other purposes, the premises shall be returned to the Railroad Company, its successors or assigns, or to whosoever shall be lawfully entitled thereto.

Section 2. In case (1) default shall be made in the payment of any interest or any bond hereby secured, and any such default shall have continued for a period of six months; or in case (2) default shall be made in the payment of any interest or any of the old bonds mentioned and described in Section 3 of Article Second hereof, and any such default shall have continued for a period of six months; or in case (3) default shall be made in the due and punctual payment of the principal of any of said old bonds when the same shall become due, whether upon maturity thereof or upon declaration as authorized by said First Mortgage, dated July 1, 1897, or in case (4) default shall be made in the due observance or performance of any other covenant or condition