

assigns, or to whosoever shall be lawfully entitled thereto, subject always to the right of the trustee of the Refunding Mortgage to remain in possession in pursuance of the terms thereof.

SECTION 5. Upon filing a bill in equity or upon commencement of other judicial proceedings by the Trustee to enforce any right under this Indenture, the Trustee shall be entitled to exercise the right of entry herein conferred and also any and all rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and, if a period of grace be prescribed, upon the continuance of any default; and as a matter of right, the Trustee shall be entitled to the appointment of a receiver of the mortgaged premises and of the tolls, earnings, revenue, rents, issues, profits and other income thereof with such powers as the court or courts making such appointment shall confer, and shall be entitled to the application by any such receiver of the net income for the benefit of holders of additional interest obligations issued hereunder, in accordance with the trusts herein declared.

SECTION 6. In case the Railroad Company shall make default in any of the respects mentioned in this Article Third and at any time during the continuance of such default there shall be any existing judgment against the Railroad Company unsatisfied and unsecured by bond on appeal or in case of any judicial proceeding by any party other than the Trustee, a receiver shall be appointed of the mortgaged railroads and other assets of the Railroad Company or a judgment or order entered for the sequestration of the mortgaged property, the Trustee, without awaiting the prescribed default period, shall thereupon be entitled forthwith to exercise the right of entry herein conferred and also any and all other rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and, if a period of grace be prescribed, upon the continuance of default as hereinbefore provided, and as a matter of right the Trustee shall thereupon be entitled to the appointment of a receiver of the mortgaged premises and of the earnings, income, revenue, rents, issues or profits thereof with such powers as the court making such appointment shall confer.

SECTION 7. All the rights and remedies conferred upon the Trustee by Section 1 and Section 2 of this Article Third shall be enforced in the manner, on the terms and with the effect provided in Article Fifth of the Refunding Mortgage, in so far as the provisions thereof are applicable. In the event of any sale, whether under the power of sale hereby granted and conferred or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the mortgaged premises shall be sold in one parcel as an entirety, as provided in Section 7 of Article Fifth of the Refunding Mortgage, unless such sale as an entirety is impracticable by reason of some statute or other cause, and, in case of a default under the Refunding Mortgage, unless the holders of a majority in amount of the Refunding Bonds, then outstanding, shall in writing request the Trustee to cause said premises to be sold in parcels, in which case the sales shall be made in such parcels as shall be specified in such request.

Any default hereunder may be waived in the manner and upon the conditions set forth in Section 2 of Article Fifth of the Refunding Mortgage upon the consent of the holders of a majority in amount of the additional interest obligations issued hereunder.

SECTION 8. Nothing in this Indenture shall cause or shall be construed in any event to cause the principal of the Refunding Bonds to become due and payable.

SECTION 9. The purchase money, proceeds and avails of any sale hereunder, whether under the power of sale hereby granted or pursuant to judicial proceedings, shall be applied as follows: subject, however, in the case of a sale pursuant to Section 1 of this Article Third, to the prior payment of the Refunding Bonds and interest thereon at the rate of four per cent. per annum and of all other amounts required by said Refunding Mortgage to be paid, as in Section 1 of this Article Third provided:

First: To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustee in managing and maintaining the property hereby conveyed and taxes, assessments or liens thereon prior to the lien of these presents, except any taxes, assessments or other superior liens thereon prior to the lien of these presents, except any taxes, assessments or other superior liens subject to which such sale shall have been made.

Second: To the payment of the whole amount then owing or unpaid upon the additional interest obligations hereby secured, with interest thereon at four per cent. per annum added to the rate specified in the additional interest obligations, without preference or priority of any one obligation over any other obligation except as specified in Section 3 of Article Second hereof.

Third: To the payment of the surplus, if any, to the Railroad Company, its successors or assigns, or to whosoever shall be lawfully entitled to receive the same.

SECTION 10. In case the Trustee shall exercise the power of entry granted by Section 1 or Section 2 of this Article, the Trustee shall apply the moneys received by it, after deducting the expenses of operating the lines of railroad and other premises subject hereto 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 liens or charges upon the said premises and property or any part thereof, as well as just and reasonable compensation for its own services and for all agents, counsel, attorneys, clerks, servants and other employees by it properly engaged and employed (subject, however, in case the trustee under the Refunding Mortgage shall have entered upon the premises mortgaged thereby, to the payment by such trustee of the amounts required to be paid by Section 1 of Article Five of the Refunding Mortgage), to the payment of the additional interest obligations in default in the order of the maturity of the instalments of such interest, with interest thereon at the rate of four per cent. per annum added to the rate specified in the additional interest obligations, without preference or priority of any one obligation over any other obligation except as specified in Section 3 of Article Section hereof.

SECTION 11. In case of any sale hereunder, either by the Trustee or pursuant to judicial decree, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to turn in any matured and unpaid additional interest obligations (subject, however, to the provisions of Section 3 of Article Second hereof), in order that there may be credited, as paid thereon, the sums payable out of the net proceeds of such sale to the owner of such additional interest obligations, as his ratable share of the net proceeds of such sale, and such purchaser shall be entitled to the proceeds of any such sale, the Trustee or any holder of holders of additional interest obligations, or its, his or their agents, may bid for and purchase such property, and may make payment on account thereof as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor.

SECTION 12. The personal property and chattels conveyed or intended to be conveyed by or pursuant to this Indenture shall be real estate for all the purposes of this Indenture and shall be held and taken to be fixtures and appurtenances of the said railroads and part thereof and are to be used and sold therewith and not separate therefrom except as herein otherwise provided.

SECTION 13. In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason or shall have been determined adversely to the Trustee, then and in such case, the Railroad Company and the Trustee shall severally and respectively be restored to their former position and rights hereunder in respect of the mortgaged premises and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

SECTION 14. No remedy herein conferred upon or reserved to the Trustee or to any holder of any additional interest obligation hereby secured is intended to be exclusive of any other remedy, but such and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Article Third to the Trustee may be exercised from time to time and as often as shall be deemed expedient by the Trustee.