

upon or under any of said bonds or under any provision of this Trust Indenture may be enforced by the Trustee without the possession of any of the bonds or the production thereof upon the trial or other proceedings relative thereto. No recovery of any judgment by the Trustee, and no levy of any execution under such judgment upon property subject to the lien hereof or upon any other property shall, in any manner or to any extent, affect or impair the lien of the Trustee hereunder, or any rights powers or remedies of the Trustee or the holders of the bonds, but such lien, rights, powers and remedies shall continue in effect and unimpaired as before.

Any moneys collected by the Trustee, under this section shall be applied by the Trustee, first to the payment of the expenses, disbursements and compensation of the Trustee, its agents and attorneys, and second, towards payment of the amounts then due and unpaid upon such bonds and coupons in respect of which such moneys shall have been collected, ratably and without any preference or priority of any kind, according to the amounts due and payable upon such bonds and coupons, respectively, at the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several bonds and coupons and stopping such payment thereon, if partly paid, and upon surrender thereof, if fully paid, subject, however, to the provisions of Section 1 of this Article Five.

10. In case a receiver shall be appointed of the Railway Company or of any of its property, or of any part of the pledged securities, or shall be appointed hereunder, the Trustee shall, notwithstanding the appointment of any such receiver, be entitled as pledgee to continue to retain possession and control of all or any of the bonds, coupons, securities or moneys now or hereafter pledged or held hereunder.

11. No holder of any of the bonds or of any coupon hereby secured shall have any rights to institute any suit, action or proceeding in equity or at law or any special or other statutory proceeding for the enforcement of this Trust Indenture, or for the execution of any trust thereof, or for the appointment of a receiver hereunder, or for the recovery against the Railway Company of any amount declared or become due and payable for principal on any of the bonds by declaration or upon a sale as in Section 3 of this Article Five provided or for any remedy under this Trust Indenture, unless such holder previously shall have given to the Trustee written notice of a default hereunder and of the continuance thereof as hereinbefore provided, nor unless the holders of twenty five per cent in amount of the bonds then outstanding shall have made written request upon the Trustee, and shall have afforded to it a reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless, also, they shall have tendered from time to time to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Trust Indenture for the benefit of the bondholders, and to any such suit, action, proceeding or remedy.

12. - No remedy herein conferred upon or reserved to the Trustee, or the holders of the bonds is intended to be exclusive of any other remedy or remedies, but each 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.

In case the Trustee shall have proceeded to enforce any right under this Trust Indenture, by sale, foreclosure, or otherwise, and such proceedings shall have been discontinued and abandoned, because every default upon which the same shall be founded shall have been cured, or because of the waiver of such default, as herein provided, or for any other reason, or shall have been determined adversely to the Trustee, then, and in every such case, the Railway Company and the Trustee shall severally and respectively be restored to their former position and rights hereunder and in respect of the Trust estate and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

13. - No delay or omission of the Trustee, or of any holder of any of the bonds, to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; nor shall the action of the Trustee, or of the bondholders, in case of any default or of any default and the subsequent waiver of such default affect or impair the rights of the Trustee, or of such bondholders, with respect to any subsequent default on the part of the Railway Company, or impair any right resulting therefrom; and every power and remedy given by this Article to the Trustee, or to the holders of the bonds, respectively, may be exercised from time to time, and as often as may be deemed expedient by the Trustee or by the bondholders, respectively.

#### ARTICLE SIX.

##### Defensance Clause.

1. - If, when the principal of all the bonds of any series shall in any manner have become due and payable, the Railway Company shall well and truly pay, or cause to be paid, the whole amount of the principal and interest and the premium (if any) due upon all of said bonds of such series then outstanding including interest on all instalments of interest in arrears, or shall provide for such payment by depositing for the payment of such bonds interest and premium (if any) with the Trustee the entire amount then due; or if at any time before the bonds of any series shall become due and payable the Railway Company shall surrender to the Trustee all of the bonds of such series then outstanding hereunder, with all unpaid coupons, matured and unmatured, belonging thereto (or in case of missing unpaid coupons, an amount in cash equal to the face amount thereof), and in every case shall also pay or cause to be paid, all other sums to be paid hereunder by the Railway Company with respect to bonds of said series according to the true intent and meaning of this Trust Indenture; and if the Railway Company shall not otherwise be in default hereunder; then, and in any such case, all of the bonds that shall not have been canceled when delivered to the Trustee shall be canceled by the Trustee; and, if the Railway Company shall in writing so request, all canceled bonds shall be delivered to the Railway Company and all bonds and coupons or other securities hereby assigned or pledged hereunder as specific security for such series, then subject hereto, shall revert to the Railway Company, its successors or assigns; and in such case the estate, right, title and interest of the Trustee in respect thereof shall cease, determine and become void; and the Trustee, on demand of the Railway Company and at the cost and expense of the Railway Company shall execute proper instruments acknowledging satisfaction of this Trust Indenture as to the series of bonds so paid and shall deliver and pay over to the Railway Company or upon its order all First and Refunding Mortgage Bonds and coupons or other securities and all cash then held by it hereunder as security for the bonds so paid; provided, however, that this Trust Indenture shall be, continue and remain in full force and virtue, in respect of the bonds of any other series at the time outstanding hereunder and the securities pledged as specific security therefor.

#### ARTICLE SEVEN

##### Immunity of Corporators, Stockholders, Directors and Officers,

1. - No recourse for the payment of the principal of or interest upon any bond or coupon or any part thereof or for any demand or claim based thereon or on this Trust Indenture or existing otherwise in respect or by reason thereof or hereof or arising because of the creation of any indebtedness hereby