

to such action if requested by the holders of a majority in principal amount of the Outstanding Bonds.

Section 14. All cash received by the Corporate Trustee in respect of any Securities deposited and pledged hereunder, unless the Company shall be entitled to receive the same under the provisions of Section 13 of Article VIII, shall be held, paid out or applied by it in the manner provided hereunder upon the release of mortgaged property, in the manner provided in Section 7 of Article IX.

Section 15. The Company covenants and agrees that forthwith on demand of the Company, the Corporate Trustee will provide for in a manner satisfactory to the Corporate Trustee, all expenditures incurred by the Corporate Trustee under any of the provisions of this Article VIII, including all sums required to obtain and perfect the ownership and title to any property mortgaged hereunder, and to cause the same to be purchased pursuant to any provision of this Article VIII, and the Corporate Trustee in its discretion, without impairment of or prejudice to any of its rights under the Mortgage by reason of any default of the Company, may but shall not be obligated to advance any or all such expenses and such other sums as may be necessary for the purpose of causing such advances to be made by others, and for any other expenses incurred by the Corporate Trustee or by others at its request, with interest thereon at the rate of 4% per annum, the Corporate Trustee shall have a lien upon the mortgaged property in priority to the lien of the Bonds, except as to funds held in trust for the benefit of the holders of particular Bonds or coupons.

ARTICLE IX

POSSESSION, USE AND REPAIR OR PROPERTY

Section 1. While the Company shall remain in possession of the mortgaged property, it shall have the right to operate, use and enjoy all and singular the property subject to the Mortgage (except any cash or Securities deposited or pledged or required to be deposited or pledged with the Corporate Trustee under the terms of the Mortgage) and to receive, take and use the rents, income and profits thereof and to make any repairs, alterations and improvements, and to make any change in the location of the property subject to the Mortgage, in the operation and management of the business so as most judiciously to maintain the value of such property of the Company and the value of the security for the Bonds.

Paragraph A. While remaining in possession of the mortgaged property, the Company shall be entitled in the usual and ordinary conduct of its business:

- (a) to alter, repair, dismantle when no longer useful, replace, change and add to its buildings, roadways, tracks, bridges, fences, materials, supplies and any other physical property;
- (b) to make any change in the location of its lines, tracks, station houses, buildings or other structures situated on or comprising any part of the property subject to the Mortgage, and to erect, alter, repair, replace, change, add to, remove or demolish any such buildings, structures and premises when they are relocated shall be or concurrently with the relocation of the property subject to the Mortgage to the same extent and with the same priority of lien as before such relocation; and
- (c) to modify the rights under, or to abandon or terminate, any franchise, terminal, operating or other contract, agreement or lease, easement, franchise, license,