

and employed, the Trustee shall apply the moneys arising as aforesaid, as follows:

(a) In case the principal of the first mortgage gold bonds 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 same rate of interest as was borne by the bond on which such interest shall be in default, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

(b) In case the principal of the first mortgage gold bonds shall have become due, by declaration or otherwise, first to the payment of the accrued interest, with interest on the overdue installments thereof at the same rate of interest as was borne by the bonds on which such interest shall be in default, in the order of the maturity of the installments, and next to the payment of the principal of all the first mortgage gold bonds; in every instance such payments to be made ratably to the persons entitled to such payment, without any discrimination or preference.

These provisions, however, are not intended in anywise to modify the provisions of Section 1 of this Article Six, but are subject thereto.

Sec. 3. If one or more of the events of default shall happen, the Trustee shall be entitled to vote on all shares of stock then subject to the lien of this indenture, and, for the benefit of the holders of the first mortgage gold bonds, shall be entitled to collect and receive all dividends on all such shares of stock, and all sums payable for principal, interest or otherwise upon any bonds or obligations that shall then be subject to this indenture, and to apply as hereinbefore provided the net moneys received; and, as holder of any such shares of stock and of any such bonds, to perform any and all acts, or to make or execute any and all transfers, requests, requisitions or other instruments, for the purpose of carrying out the provisions of this section; but in the event that a receiver of any railway upon which this indenture is a first lien shall have been appointed and shall be in possession thereof, in the enforcement of this indenture or pursuant to the provisions hereof, the Trustee from time to time in its discretion may, and if requested by the holders of a majority in amount of the first mortgage gold bonds, it shall, turn over any part of all of the interest moneys and dividends so collected by it, to such receiver, and may co-operate with such receiver in managing and operating the entire system of the Railway Company in such manner as the Trustee shall deem for the best interest of the holders of the first mortgage gold bonds.

Sec. 4. In case default shall be made in the payment of any interest on any first mortgage gold bond or bonds at any time outstanding, and any such default shall have continued for a period of six months, then and in every case of such continuing default, the Trustee, by notice in writing delivered to the Railway Company, may, and upon the written request of the holders of twenty per cent. in amount of the first mortgage gold bonds then outstanding shall, declare the principal of all the first mortgage gold bonds then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of said bonds shall have been so declared due and payable, and before any sale of the mortgaged and pledged premises shall have been made, all arrears of interest upon all the first mortgage gold bonds, with interest on overdue installments of interest at the same rate as was borne by the respective bonds on which such installments of interest are overdue, together with the reasonable charges and expenses of the Trustee, its agents and attorneys, shall either be paid by the Railway Company or be collected out of the mortgaged and pledged premises,