

ARTICLE SEVENTEENTH: If any default be made by the Railroad Company and continued for sixty days after said notice and demand mentioned in Article Fourteenth, and if such default be not waived as hereinafter provided, or in case of default in payment of the principal of said bonds at their maturity, then by its attorneys or agents the Trustee shall have the right to enter in, into and upon, and take and possess all property hereby conveyed, or any part or parts thereof, making entry upon any portion in the name of the whole, and to have, hold and use the same, and to work, operate and conduct the business thereof by its superintendents, managers, receivers or servants, or other attorneys or agents; to make from time to time all repairs and replacements and useful alterations, additions and improvements thereto that may seem to it judicious or convenient; to collect and receive all incomes, revenues, rents, issues and profits of said property, and every part and parcel thereof. After deducting and defraying the expenses of working, operating and conducting said business, and costs of repairs, replacements, alterations, additions and improvements, and all payments which may be made for taxes, assessments and charges or liens prior to the lien of these presents upon said property or any part or parcel thereof, and all other expenses and liabilities whatsoever incurred in relation thereto, as well as just compensation for its services and for the services of such attorneys and other persons who may have been employed by it, which said Trustee is hereby authorized to make and retain, then said Trustee shall apply the moneys arising from such working and operation towards the payment (subject to the provisions of Article Thirteenth hereof as to both bonds and interest) of interest upon said bonds in the order in which said interest shall have become due, ratably, to the persons holding the coupons evidencing the right to such interest, and after paying all interest which shall have become due, shall apply the residue of such moneys in and towards the payment of the principal of such of the bonds as at that time may be outstanding, ratably and without discrimination or preference, until the same shall be fully paid; and if, after satisfaction thereof, a surplus shall remain, the Trustee shall pay over such surplus to the Railroad Company, and the property then hereby encumbered shall be forthwith surrendered to and be thereafter held, possessed and enjoyed by the Railroad Company. The Trustee shall not be personally liable for any debts contracted by it, nor for damages to persons or property injured, nor for salaries or wages, nor for non-fulfillment of contracts, during any period wherein the Trustee may control, operate and manage said property upon entry under this article.

However, if the Trustee shall think it inexpedient, after such entry, to work and operate such property, it may demise or let said property to any person or persons, corporation or corporations, willing to work and operate the same for such term or period, not exceeding one year at any one letting without the consent in writing of the holders of a majority in interest of said bonds outstanding, but with such consent for any longer term, at such rent or proportion of the receipts or profits, and upon such terms and conditions, as the Trustee shall in its discretion deem proper. The Trustee shall apply the revenue or income to arise from such demise or letting in the same manner as the net revenue or income to arise in the event said property be worked and operated by it under the provisions contained above in this article.

After the Trustee shall have taken possession of said property under this article, if all defaults on the part of the Railroad Company shall have been removed and discharged before sale of the property as herein provided, then said Railroad Company shall be entitled to be restored to the possession of said property, and said Trustee shall surrender to said Railroad Company all of said property then remaining, and shall restore said Railroad Company to the full enjoyment of the same, as if no entry as herein authorized had been made, but without waiver in the least of the right of the Trustee to again enter in case of subsequent default.