

In event of default the Trustee personally or by its agents or attorneys may enter into and upon and take possession of all or any part of the estates, properties and franchises hereby conveyed and each and every part thereof and may exclude the Mortgagor Company, its agents and servants wholly therefrom, and in such case, the Trustee, at the expense of the trust estate, shall have the right by its superintendents, managers, receivers, depositaries, agents, servants and attorneys, to manage and operate the mortgaged estates, properties and franchises and to carry on the business and regulate the tolls, make all necessary and proper repairs, renewals and replacements and useful alterations, extensions, enlargements and additions thereto and thereon as to it may seem judicious, and generally to exercise all the rights and powers of the Mortgagor Company, either in the name of the Mortgagor Company or otherwise, as the Trustee shall deem best; and it shall be entitled to collect and receive all tolls, earnings, incomes, rents, issues and profits of the same and every part thereof; and, after deducting the expenses of operating said estates, properties and franchises, and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, extensions, enlargements and additions, and all payments which may be made for taxes, assessments, insurance and other proper charges upon the mortgaged estates, properties and franchises, or any part thereof, as well as just and reasonable compensation for its own services, and for all counsel, agents, clerks, servants and other employees by it properly engaged and employed, and such sum or sums as may be sufficient to indemnify it against any liability, loss or damage, for or on account of any matter or thing done in good faith in pursuance of its duty, it shall apply the moneys arising as aforesaid as follows:

In case the principal of the bonds shall not have become due, to the payment of the interest in default, in the order of the maturity of the instalments of such interest, (with interest thereon at the rate of six (6) per cent. per annum) such payment to be made ratably to the persons entitled thereto, without discrimination or preference.

In case the principal of the bonds shall have become due, by declaration or otherwise, first, to the payment of the accrued interest (with interest on the overdue instalments, at the rate of six (6) per cent. per annum) in the order of the maturity of the instalments, and then to the payment of the principal of all of the bonds outstanding (not including bonds held by the Mortgagor Company); in every instance such payments to be made ratably to the persons entitled to such payment, without any discrimination or preference.

SECTION 2. In the event of any default by the Mortgagor Company of the character and continuance indicated in Section 1 of this Article the Trustee may, and upon the written request of the registered owners of twenty-five (25) per cent. in amount of the 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, the default shall have been made good and the expenses of the Trustee, and all other amounts in respect to which the Mortgagor Company shall then be in default under this Indenture, other than the principal of the bonds, shall either be paid by the Mortgagor Company, or be collected out of the mortgaged estates, properties and franchises, before any sale thereof shall have been made, then and in every such case the registered owners of fifty (50) per cent. in amount of the bonds then