

any such additional trustee, but shall remain vested solely in The Mercantile Trust Company or any trust company which may have been appointed and be acting as its successor <sup>the</sup> in trust hereunder, and (3) that no powers shall be exercised hereunder by such additional trustee, except jointly with, or with the consent of, The Mercantile Trust Company, or any trust company which may have been appointed and be acting as its successor in the trust.

It is further understood and agreed that, notwithstanding the appointment of such additional trustee, so far as the same legally can be done, each and every power vested in the Trustee shall be vested in and exercised by The Mercantile Trust Company and any trust company which may have been appointed and be acting as its successor in the trust hereby created, without the joint action of such additional trustee, and that any notice, request or other writing by or in behalf of the bondholders delivered solely to the said Trust Company, or its successor in the trust, shall be deemed delivered to any and all the trustees hereunder as effectually as if delivered to each of them, and that any additional trustee hereunder, by accepting the trust shall, so far as may be, delegate to The Mercantile Trust Company and its successor in the trust full authority and power to do in the joint names of the trustees all acts and instruments required to be done or executed by the trustees jointly.

#### ARTICLE TEN.

No recourse under any obligation, covenant or agreement of this indenture, or of any bond or coupon hereby secured, shall be had against any incorporator, stockholder, officer or director of the Railway Company, or of any successor corporation, either directly or through the Railway Company, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this mortgage and the obligations hereby secured are solely corporate obligations and that no personal liability whatever shall attach to, or be incurred by the incorporators, stockholders, officers or directors of the Railway Company, or of any successor corporation or any or either of them, under or by reason of any or either of the obligations, covenants, or agreements in this indenture, or in any of the bonds or coupons hereby secured, expressed and contained or implied therefrom, and that any and all personal liability of every name and nature, either at common law or in equity, or by statute, of every such incorporator, stockholder, officer or director, is hereby expressly waived as a condition of, and consideration for, the execution and issue of this mortgage and such bonds and coupons.

#### ARTICLE ELEVEN.

Section 1. Until some default shall have been made in the due and punctual payment of the interest, or of the principal, of the bonds hereby secured, or of some part of such interest or principal, or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Railway Company, and, until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, or until the Railway Company voluntarily shall have surrendered possession to the Trustee as herein permitted, the Railway Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the premises hereby mortgaged (other than bonds, certificates of stock, cash and other property pledged or to be pledged hereunder with the Trustee) and the same and every part thereof, with the rights and franchises appertaining thereto, and the tolls, income, rents, issues and profits thereof to manage, operate, collect, receive, use and enjoy in any manner not inconsistent with the provisions hereof.

Sec. 2. If, when the bonds hereby secured shall have become due and payable, the