

bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of or from this indenture, except after the prior payment in full of the principal of all the gold bonds, and of all coupons and interest obligations not so transferred or pledged.

SEC. 2. If one or more of the following, herein called the events of default, shall happen, that is to say:

(1) default shall be made in the payment of any installment of interest on any of the gold bonds when and as the same shall become payable, as therein and herein expressed, and such default shall continue for the space of six months;

(2) default shall be made in the payment of the principal of any of the gold bonds when the same shall become due and payable either by the terms thereof or otherwise as herein provided;

(3) default shall be made in the payment, observance or performance of any other of the covenants, conditions and agreements on the part of the Railroad Company, its successors or assigns, in the gold bonds or in this indenture contained, and such default shall continue for the space of six months after written notice from the Trustees, specifying such default and requiring the same to be remedied;

(4) an order shall be made for the appointment of a receiver of the Railroad Company, or of the trust estate or any part thereof;

(5) default shall be made in the payment of the principal or interest of any of the bonds or other obligations secured by any mortgage, deed of trust or trust agreement constituting a prior lien on the trust estate or on any part thereof,

then, and in each and every such case the Trustees, personally or by their agents or attorneys, may enter into and upon all or any portion of the railroads, rolling stock, property and

other proper charges upon the trust estate, or any part thereof, as well as just and reasonable compensation for their own services and for all agents, clerks, servants and other employees by them properly engaged and employed, they shall apply the moneys arising as aforesaid, as follows:

(a) In case the principal of the gold 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 on the overdue instalments at the same rates respectively as were borne by the bonds 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 gold bonds shall have become due, by declaration or otherwise, first to the payment of the accrued interest with interest on the overdue instalments thereof at the same rates respectively as were borne by the bonds on which such interest shall be in default, in the order of the maturity of the instalments, and next to the payment of the principal of all the gold bonds; in every instance such payments to be made ratably to the persons entitled to such payments 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 specified in the first paragraph of Section 4 of Article Five, or of the events of default shall happen, the Trustees 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 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, notes or other obligations that shall then be subject

premises, lands, rights, interests and franchises hereby conveyed, or intended so to be, and each and every part thereof, and may exclude the Railroad Company, its agents and servants, wholly therefrom; and, having and holding the same, may use, operate, manage and control said railroads and other premises, regulate the tolls for the transportation of freight and passengers thereon and conduct the business thereof, either personally or by their superintendents, managers, receivers, agents and servants or attorneys; and upon every such entry, the Trustees, at the expense of the trust estate, from time to time, either by purchase, repairs or construction, may maintain and restore and may insure or keep insured, the rolling stock, tools and machinery and other property, buildings, bridges and structures erected, or provided for use in connection with said railroads and other premises whereof they shall become possessed as aforesaid, in the same manner and to the same extent as is usual with railroad companies; and, likewise, from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements and useful alterations, additions, betterments and improvements thereto and thereon, as to them may seem judicious, and in such case the Trustees shall have the right to manage the mortgaged railroads and property and to carry on the business and exercise all rights and powers of the Railroad Company, either in the name of the Railroad Company or otherwise, as the Trustees shall deem best; and the Trustees shall be entitled to collect and receive all tolls, earnings, income, rents, issues and profits of the same, and every part thereof, and also the income from stocks and bonds subject to this indenture. And after deducting the expenses of operating said railroads and other premises, and of conducting the business thereof and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or

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, notes or other obligations, to perform any and all acts, or to make and 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 the railroads upon which this indenture is a direct lien shall have been appointed, and shall be in possession thereof, the Trustees from time to time in their discretion may, and if requested by the holders of a majority in amount of the gold bonds they shall, turn over any part or all of the dividends or interest moneys so collected by them to such receiver, and may co-operate with such receiver in managing and operating the entire railroad system of the Railroad Company in such manner as the Trustees shall deem to be for the best interest of the holders of the gold bonds.

SEC. 4. In case default shall be made in the payment of any interest on any 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 Trustees, by notice in writing delivered to the Railroad Company, may and upon the written request of the holders of twenty-five per cent. in amount of the gold bonds then outstanding shall, declare the principal of all the gold bonds then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything in this indenture or in the gold 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 trust estate shall have been made, all arrears of interest upon all the gold bonds, with interest on overdue instalments of interest, at the same rate as was borne by the respective bonds on which such install-