

otherwise as it shall deem best, in like manner as the Company itself; and upon every such entry the Trustee, 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 buildings and structures, tools and machinery and other property and premises, whereof it shall become possessed, as aforesaid, in the same manner and to the same extent as is usual with companies of character similar to the Company; and likewise, from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements and alterations, additions, betterments and improvements thereto and thereon, as to it may seem advisable; and in such case the Trustee shall have the right to manage the mortgaged plants, lands and property and to carry on the business and exercise all rights and powers of the Company, either in the name of the Company or otherwise, as the Trustee shall deem best; and the Trustee shall be entitled to collect and receive all earnings, income, rents, royalties, issues and profits of the same and every part thereof; and after deducting the expenses of operating said plants and other premises and of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or other proper charges upon the trust estate, or any part thereof, as well as just and reasonable compensation for its own services and for all attorneys, counsel, agents, clerks, servants and other employees by it engaged or employed, the Trustee shall apply the moneys arising as aforesaid, as follows:

(a) In case the principal of the bonds shall not have become due, to the payment of the interest in default, in order of the maturity of the instalments of such interest, with interest on the overdue instalments at the rate of eight per centum per annum, such payments to be made ratably to the persons entitled thereto, without discrimination, priority or preference.

(b) 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 thereof at the rate of eight per centum per annum, in the order of the maturity of the instalments, and next to the payment of the principal of all the bonds, in every instance such payments to be made ratably to the persons entitled to such payments, without any discrimination, priority or preference.

These provisions, however, are not intended in any case to modify the provisions of Section 1 of this Article, but are subject thereto. Upon the default or defaults or events of default then existing, and of which the Trustee shall have had notice, being made good to the satisfaction of the Trustee, and the payment in full of whatever may have been due for principal or interest or be payable for other purposes, including the compensation and expenses of the Trustee and its said attorneys, counsel, agents, clerks, servants and other employees, and after provision satisfactory to the Trustee for the payment of the semi-annual instalment of interest upon the bonds then next maturing, the premises shall, at the request of the Company, be returned to the Company, its successors or assigns.

SECTION 4. If one or more of the events of default shall happen, then and in every such case the Trustee with or without entry either directly or by its attorneys or agents, may in its discretion and upon being furnished with indemnity satisfactory to it, and an opinion of its counsel that it is proper for it so to do, shall, at the request in writing of the holders of a majority in face amount of the bonds then outstanding, forthwith proceed to sell and convert into money the trust estate and all right, title and interest, claim and demand therein and right of redemption thereof, which sale or sales shall be at public auction in the City of Baltimore, State of Maryland, or at such other place or places and at such time and on such terms as the Trustee may fix and briefly specify in the notice thereof to be given

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J. S. [Signature]