

or bonds secured by this Indenture, as and when the same becomes due and payable, as therein expressed, and any such default shall continue for the period of sixty days; or

(b) default shall be made in the due and punctual payment of the principal of any bond or bonds hereby secured, when and as the same shall become due and payable, whether at maturity, upon designation for redemption thereof, by declaration or otherwise; or

(c) default shall be made in the due and punctual payment of the principal of any prior lien bond not pledged with the Trustee hereunder when and as the same shall become due and payable, as therein expressed, whether at maturity, upon designation for redemption thereof, by declaration or otherwise; or

(d) default shall be made in the due observance or performance of any other of the covenants, conditions or agreements on the part of the Company, herein or in any indenture supplemental hereto or in the bonds contained or referred to, to be by it kept or performed, and any such default or defaults shall continue for a period of ninety days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the Company by the Trustee (who may give such notice in its discretion, and shall give such notice upon request of the holders of ten per cent. in principal amount of the bonds then outstanding); or

(e) by decree of a court of competent jurisdiction the Company shall be adjudicated insolvent or a bankrupt, or by order of such a court a receiver or receivers shall be appointed of all or any substantial part of the mortgaged property upon the application of any creditor in an insolvency or bankruptcy proceeding or other creditors' suit, and any such decree or order shall have continued unstayed on appeal or otherwise and in effect for a period of sixty days; or

(f) the Company shall file a petition in voluntary bankruptcy or shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver (other than a receiver appointed as hereinafter in §6.20 provided) of all or any substantial part of the mortgaged property or to any adjudication of insolvency or bankruptcy;

then and in each and every such case the Trustee, its successor or successors in the trust, may, in its discretion, and, if requested in writing by the holders of a majority in principal amount of the bonds then outstanding, shall, by notice in writing to the Company at any time during the continuance of such event of default, declare the principal of all the bonds hereby secured then outstanding, and the interest accrued and unpaid thereon, if not already due, to be and thereupon the same shall become and be immediately due and payable, anything in this Indenture or in the bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of the bonds shall have been so declared due and payable and before any sale of the mortgaged property shall have been made, all arrears of interest upon all such bonds, with interest at the rate then borne by such bonds respectively on all overdue instalments of interest, together with the reasonable charges and expenses of the Trustee, its agents and attorneys, and all other sums which may have become due and payable by the Company under this Indenture, other than the principal of such bonds as shall not have become due and payable by their terms, shall either be paid by the Company to those entitled thereto (or to the Trustee for their account) or be collected out of the mortgaged property, and all other defaults hereunder and under the bonds known to the Trustee shall have been made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate therefor shall have been made, or shall have been waived as in §6.23 provided, then and in every such case the holders of a majority in principal amount of the bonds then outstanding, by written notice to the Company and to the Trustee, may annul such declaration and waive such default and its conse-

quences; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

§6.03. In case any one or more of the events of default shall happen and be continuing, then and in each and every such case the Trustee, personally or by its attorneys or agents, is hereby authorized and empowered, either with or without a request by holders of bonds as hereinafter in this §6.03 provided, and whether or not the principal of the bonds shall have matured or been declared due, to exercise any one or more of the following remedies, and to do or cause to be done any or all of the following acts and things, namely:

(1) The Trustee may enter into and upon and take possession of any or all of the mortgaged property and each and every part thereof, and may exclude the Company, its successors or assigns, its or their agents and servants, wholly therefrom; and have, hold, use, operate, manage and control the mortgaged property and each and every part thereof, and, in the name of the Company or otherwise as the Trustee shall deem best, conduct the business thereof and exercise the franchises pertaining thereto and all the rights and powers of the Company, and use all the then existing property and assets for that purpose either personally or by the Trustee's superintendents, managers, receivers, agents and/or servants or attorneys, to the best advantage of the holders of the bonds hereby secured; and, at the expense of the mortgaged property, from time to time, either by purchase, repairs or construction, may maintain and restore, and insure and keep insured, the equipment, tools and machinery, and other property and premises, whereof they shall become possessed as aforesaid, in the manner and to the same extent as is usual with similar companies, and likewise, from time to time, at the expense of the mortgaged property, may make all necessary and/or proper repairs, renewals and replacements and useful alterations, additions, betterments, and improvements thereto and thereon, as to it or them may seem judicious; collect and receive all tolls, earnings, income, rents, issues, profits and revenues of the same and of every part thereof; and after deducting the expenses of operating said premises and properties 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 interest, taxes, assessments, insurance and prior or other charges upon the mortgaged property or any part thereof which the Trustee may deem it advisable to pay in the interest of the bondholders, as well as all their expenses and just and reasonable compensation for their own services and for all agents, clerks, servants and other employees by them properly engaged and employed, the Trustee shall apply the balance of the moneys received by it as follows:

(a) In case the principal of none of the bonds shall have become due, to the payment of the instalments of interest in the order of their maturity, with interest on such overdue instalments of interest, at the same rate as expressed in the bonds on which such instalments shall be in default, and next, to the discharge of any overdue payments to any sinking fund.

(b) If the principal of any, but not all, of the bonds shall have become due, by maturity, declaration or otherwise, first to the payment of the instalments of interest in default, in the order of their maturity, with interest on such overdue instalments of interest, at the same rate as expressed in the bonds on which such instalments shall be in default, and next to the payment of the principal of all the bonds then due, with interest on the overdue principal at the respective rates expressed in the respective bonds, *pro rata*, without any preference or priority whatsoever.

(c) In case the principal of all the bonds shall have become due, by maturity, declaration or otherwise, then as provided in paragraphs Second and Third of §6.13.

The provisions, however, of the foregoing paragraphs (a) and (b) are not intended in any wise to modify the provisions of §6.01, but are subject thereto. Whenever all that is due upon such bonds and instalments of interest and sinking fund payments under any of the terms of this Indenture shall have been paid and