

outstanding mortgage bonds of such obligor, and in other cases it may in its discretion, upon such written request, cause proper proceedings to be instituted and prosecuted in some Court of competent jurisdiction to foreclose the mortgage or mortgages by which such bonds are secured. In case at any time the Chicago, Santa Fe and California Railway Company, or any other Company of whose bonds or Capital stock, or both, a part shall be assigned or pledged to the Trustee hereunder, shall be dissolved or liquidated, or in case the property of such Company shall be sold under foreclosure of a mortgage or at any judicial sale, and the property of such Company, or the part thereof subject to such mortgage, can be acquired by the use of the bonds, indebtedness or stock of such Company assigned or pledged to the Trustee without paying more than ten per cent of the price of such property in cash, the Trustee may in its discretion, and if requested in writing by the Railway Company it shall, upon being provided with the necessary funds therefor, purchase or cause to be purchased such property, either in the name and on behalf of the Railway Company, or in its own name, or by purchasing Trustee, and shall thereupon take such proceedings as it may deem necessary to cause such property to be vested either in the Railway Company and subjected to the lien of this indenture, or in some other corporation organized or to be organized for that purpose, all of whose bonded debt and Capital stock (less the amount thereof required to qualify directors) shall be vested in the Railway Company, and assigned and pledged to the Trustee subject to the lien hereof. In any other case, if a Company of whose bonds or Capital stock, or both, a part shall be subject to the lien of this indenture, shall be dissolved or liquidated, or if the property of such Company shall be sold under foreclosure of a mortgage or at any judicial sale, the Trustee may in its discretion, upon the written request of the Railway Company, purchase the same, or cause the same to be purchased, as aforesaid, and vest in the Railway Company subject to the lien hereof, or in another company of whose stocks and bonds such amount as shall be satisfactory to the Trustee shall be vested in the Railway Company and subjected to the lien hereof. The Trustee may also in any such case take steps as in its discretion shall be best calculated to protect its interests hereunder in respect of any bonds or stocks subject to the lien hereof and for this purpose it may, with the approval of the Railway Company, join in any plan of reorganization in respect of any such bonds or stocks and may accept new securities issued in exchange therefor under such plan, and may pay any assessment required under any such plan. The Railway Company covenants that it will, on demand of the Trustee forthwith pay or satisfactorily provide for all expenditures incurred by the Trustee under any