

Contrary notwithstanding. In case default shall be made by the Railway Company in the payment of any interest, or any principal, of any Prior Lien bonds, or of the interest of any General Mortgage bonds hereby secured and at any time outstanding, and such default shall continue for a period of ninety days then and in every such case of continuing default, upon the written request of the holders of a majority in amount of the General Mortgage bond hereby secured and then outstanding the Trustee shall, by notice in writing served upon the Railway Company, declare due the principal of all the General Mortgage bonds hereby secured, and upon such declaration the principal of all such General Mortgage bonds then outstanding shall immediately become due and payable, anything in this indenture, or in said bonds, contained to the contrary notwithstanding, but the holders of a majority in amount of said Prior Lien bonds or General Mortgage bonds, respectively may hereafter, in like manner, annul or revoke any such declaration which may have been made by them respectively, anything herein contained to the contrary notwithstanding, and, after any such declaration shall have been annulled, the bonds shall continue to run as though such declaration had not been made. It is expressly understood that the action of the Trustee or of the bondholders in case of any one default shall not affect or impair the rights of the Trustee or of such holders in respect to any subsequent default on the part of the Company, or impair any rights resulting therefrom.

Article Eleven. All the covenants, promises and agreements of the Railway Company in this indenture contained shall bind its successors and assigns, whether so expressed or not. Nothing contained in this indenture, or in any bond hereby secured, shall prevent the consolidation or merger of the Railway Company with any other corporation in any of the cases provided for in Article Four of this indenture; provided, however, that such consolidation or merger shall not in any manner diminish or impair the lien and security of this indenture, or any of the rights or powers of the Trustee, or of the bondholders hereunder and that, upon any such consolidation or merger, the due and punctual payment of the principal and interest of all of said bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this indenture shall be assumed by the company formed by such consolidation or merger. In case the Railway Company shall be consolidated or merged with any other corporation