

herein required to be kept or performed by the Railroad Company, and any such default shall have continued for a period of six months after written notice to the Railroad Company thereof from the Trustee or from the holders of five per cent. in amount of the bonds hereby secured and then outstanding; then, and, in each and every such case, the Trustee, may, and upon the request of the holders of a majority in amount of the bonds hereby secured and then outstanding, shall, by notice in writing delivered to the Railroad Company, declare the principal of all bonds hereby secured and then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said 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 for default in the payment of interest thereon, all arrears of interest upon all such bonds, with interest, at the rate of four per cent. per annum, on overdue installments of interests, and the expenses of the Trustee, and all other than the principal of such bonds, shall either be paid by the Railroad Company or be collected out of the mortgaged premises before any sale of the mortgaged premises shall have been made, or if the principal of said bonds shall have been declared due and payable because of one or more of the other defaults herein in this Section 2 specified, and thereafter all such defaults shall have been cured before any sale of the premises hereby mortgaged shall have been made, then and in every such case, the holders of a majority in amount of the bonds hereby secured and then outstanding, by written notice to the Railroad Company and to the Trustee, may waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 3. In case (1) Default shall be made in the payment or any interest on any bond hereby secured, and such default shall have continued for a period of six months; or in case (2) Default shall be made in the due and punctual payment of the principal of any bond hereby secured when the same shall become due, whether upon maturity thereof or upon declaration as authorized by this indenture; or in case (3) Default shall be made in the payment of any interest on any of the old bonds mentioned and described in Section 3 of Article Second hereof, and any such default shall have continued for a period of six months; or in case (4) Default shall be made in the due and punctual payment of the principal of said old bonds when the same shall become due, whether upon maturity of said bonds or upon declaration as authorized by said first mortgage, Dated July 1, 1897, by which said old bonds are secured; then, and in each and every such case, the Trustee, with or without entry, personally or by attorney, in its discretion, either

(a) May proceed to sell to the highest and best bidder in one lot and as an entirety, all and singular the mortgaged premises and property, and the said pledged and deposited old bonds, if any, and all right, title, interest, claim and demand therein and right of redemption thereof, which sale shall be at public auction at Salt Lake City, Utah, or at such other place upon the mortgaged railroads as the Trustee shall select, and at such time and upon such terms as the Trustee shall fix; or

(b) May proceed to protect and force its rights and the rights of the bond holder under this indenture by suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this indenture, for interest, or for principal or for both, or for the enforcement of any other appropriate legal or equitable remedy, as the trustee shall deem most effectual in support of any of its rights or duties hereunder.

Section 4. In case any default shall be made by the Railroad Company in the payment of any interest on the old bonds mentioned and described in Section 3 of Article second hereof, and on that account the trustee under said first mortgage by which said old bonds are secured shall have proceeded to exercise the right of entry as in said first mortgage conferred, or, on that account, shall have begun any suit or suits in equity or at law for the purpose of protecting or enforcing its rights or the rights of the holders of said old bonds, or for the foreclosure of said first mortgage as in said first mortgage provided, then in any such event, the Trustee hereunder may at once proceed to enforce the rights of Sections 1, 2, and 3 of this Article Fifth conferred, notwithstanding the fact that a period of six months shall not have elapsed since such default occurred.

Section 5. Upon filing a bill in equity or upon commencement of other judicial proceedings, by the Trustee to enforce any right under this indenture, the trustee shall be entitled to exercise the right of entry herein conferred and also any and all rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and, if a period of grace be prescribed, upon the continuance of any default, as hereinbefore provided; and, as matter of right, the Trustee shall be entitled to the appointment of a receiver of the mortgaged properties (real and personal) and of the tolls, earnings, revenue, rents, issues, profits and other incomes thereof, with such powers as the court or courts making such appointments shall confer, and shall be entitled to the application by any such receiver of the net income for the benefit of the holders of the bonds issued hereunder, in accordance with the trusts herein declared.

Section 6. In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, entry or otherwise, any such proceedings shall have been discontinued or abandoned because of waiver or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Railroad Company and the Trustee shall severally and respectively be restored to their former position and rights hereunder in respect of the mortgaged premises, and of the old bonds deposited with the Trustee hereunder, if any, and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Section 7. In the event of any sale, whether made under the power of sale hereby granted and conferred, or under by virtue of judicial proceedings, or of some judgement