

RAIL ROAD NORTH STATIONERY CO KANSAS CITY MO 64114

under this Indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for the foreclosure of this Indenture or for the enforcement of any other legal or equitable right, as the Trustees, or the corporate Trustee, being advised by counsel, shall deem most effectual to enforce any of their rights or to perform any of their duties hereunder.

Section 68. Upon the written request of the holders of at least 25% in amount of the Bonds then outstanding, in case of the happening of any event of default, if the same shall not have been remedied, it shall be the duty of the Trustees, upon being indemnified as hereinafter provided, to take all needful steps for the protection and enforcement of their rights and the rights of the holders of the Bonds, and to exercise the power of entry or of sale herein conferred, or both, or to take appropriate judicial proceedings, as the Trustees, being advised by counsel, shall deem most expedient in the interest of the holders of the Bonds.

Section 69. Notice of any sale pursuant to any provision of this Indenture shall state the time when and the place where the same is to be made, and shall contain a brief description of the property to be sold, and shall be sufficiently given if published once in each of the 4 successive calendar weeks prior to such sale in one daily newspaper of general circulation published in the Borough of Manhattan, City of New York, and in one such newspaper published in the City of Minneapolis in the State of Minnesota (in each instance upon any day of the week and in any such newspaper), and in such other manner as may be required by law.

Section 70. The Trustees may from time to time adjourn any sale to be made by them under the provisions of this Indenture by announcement at the time and place appointed for such sale or for any adjournment thereof; and without further notice or publication, they may make such sale at the time and place to which the same shall have been so adjourned.

Section 71. Upon the completion of any sale or sales under this Indenture, the Trustees shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds of conveyance, sale and transfer of all the property sold; and the Trustees or their successors are hereby irrevocably appointed the true and lawful attorneys of the Company, in its name and stead, to make all necessary deeds and conveyances of the property thus sold; and for that purpose they may execute all necessary deeds and instruments of assignment and transfer, the Company hereby ratifying and confirming all that its attorneys shall lawfully do by virtue hereof.

Any such sale or sales made under or by virtue of this Indenture, whether under the power of sale herein granted or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company, of, in and to the property so sold, and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or who may claim the property sold, or any part thereof, from, through or under the Company, its successors or assigns.

The receipt of the Trustees or the corporate Trustee or of the court officer conducting any such sale shall be a full and sufficient discharge to any purchaser of any property sold as aforesaid, for the purchase money; and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

Section 72. In the event of any sale, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the whole of the mortgaged property shall be sold in one parcel and as an entirety, unless the holders of at least a majority in amount of the Bonds then outstanding shall in writing request the Trustees to cause said property to be sold in parcels, in which case the sale shall be made in such parcels as may be specified in such request, or unless such sale as an entirety is impracticable by reason of some statute or other cause.

Section 73. In case of any sale of the mortgaged property under the terms of this Indenture, the principal of and accrued interest on all the Bonds then outstanding, if not previously due, shall immediately become due and payable, anything in the Bonds or in this Indenture to the contrary notwithstanding.

Section 74. The purchase money, proceeds and avails of any such sale, together with any other sums which may then be held by the Trustees or either of them as part of the trust estate, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustees, their agents, attorneys and counsel, and of all charges, expenses and liabilities incurred, and all advances made by the Trustees or either of them in managing and maintaining the mortgaged property or in executing any trust or power hereunder, and to the payment of all taxes, assessments or liens prior to the lien of this Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made;

Second. To the payment of the whole amount then due and unpaid upon the Bonds then outstanding, for principal and interest, with interest on the overdue installments of interest at the respective rates borne by the Bonds; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal and interest, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest, or of any series of the Bonds over any other series of the Bonds, ratably according to the aggregate of such principal and the accrued and unpaid interest, subject, however, to the provisions of Section 40 hereof; and

Third. The surplus, if any, shall be paid to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Section 75. In case of any sale as aforesaid of the mortgaged property or any part thereof, any purchaser shall be entitled, for the purpose of making settlement or payment for the property purchased, to use and apply any Bonds then outstanding and any matured and unpaid coupons and claims for interest, in order that there may be credited thereon the sums payable out of the net proceeds of such sale to the holder of such Bonds and coupons and claims for interest, subject to