

(g) default shall be made in the due performance or observance of any of the covenants on the part of the Railway Company contained in Sections 4, 5 and 6 of Article Three hereof;

(h) default shall be made in the due performance or observance of any other of the covenants, agreements or conditions on the part of the Railway Company to be performed or observed, in the bonds or in this Trust Indenture set forth, and such default shall continue for the period of thirty days after written notice to the Railway Company from the Trustee specifying such default and requiring the same to be remedied;

then, and in every such case, the Trustee, in its discretion may, and upon the written request of the holders of twenty five per cent in amount of the bonds then outstanding under this Trust Indenture, shall, by notice in writing delivered to the Railway Company or deposited in the United States mail, postage prepaid addressed to it at Chicago, Illinois, or New York, New York declare the principal of all of the bonds then outstanding under this Trust Indenture to be due and payable immediately, and upon any such delivery or mailing the same, together with all of the accrued interest thereon, shall become and be due and payable immediately, anything in this Trust Indenture, or in the bonds to the contrary notwithstanding.

The provisions of this section are, however, subject to the condition that, if at any time after the principal of said bonds shall be so declared due and payable and before any sale of the pledge securities or any part thereof shall have been made as permitted by this Trust Indenture, all of the covenants, agreements and conditions of this Trust Indenture shall have been fully performed and observed, so that no default or breach shall then exist with respect to any thereof, and if no default or breach of condition shall still exist which has entitled, or which, if continued, would entitle, the trustees under the First and Refunding Mortgage or any other person or persons, immediately or after the lapse of a certain time or upon any request, to declare due the principal of the First and Refunding Mortgage Bonds, and if all arrears of interest upon all bonds then outstanding, with interest at the rate of four and one half per cent per annum on overdue installments of interest, and the reasonable charges, of and all expenses incurred by the Trustee, shall be paid by the Railway Company, then and in every such case the holders of a majority in amount of the outstanding bonds, by written notice to the Trustee and the Railway Company, may waive such default or breach and rescind and annul such declaration and its consequences, but no such waiver of any particular default or breach shall extend to or affect any subsequent default or breach or impair any right consequent thereon.

In case of any sale hereunder of the pledged securities or any part thereof, whether under the power of sale hereby granted or by virtue of judicial or statutory proceedings, the whole of the principal amount of the bonds, if not previously due, together with accrued interest thereon, shall immediately become and be due and payable, anything in said bonds or in this Trust Indenture to the contrary notwithstanding.

3. If one or more of the events of default shall happen then and in every such case the Trustee either personally or by its attorneys or agents, may, in its discretion and at the request of the holders of twenty five per cent in amount of the bonds then outstanding, upon being indemnified as hereinafter provided, shall, with or without notice to the Railway Company, as, in its unqualified discretion, the Trustee may determine, and, if upon notice then upon such notice as in its like discretion the Trustee may give, forthwith proceed to sell and convert into money all or any part or parts of the pledged securities according to its judgment and discretion selling the same at one time or from time to time and in each instance either as an entirety or in one or more lots; and all and every right of the Railway Company or of any one claiming under it to any marshaling of security or to require any particular lot or amount of bonds or other securities to be sold in advance of or after or at the same time as any other lot of bonds or other securities is hereby expressly waived. Such said sales, in the discretion of the Trustee, may be made in public auction in such place or places in the Borough of Manhattan City of New York, and at such time or times and price or prices and upon such terms, as the Trustee may fix, or it may be made at auction at any brokers' board or in the customary manner on any stock exchange in the Borough of Manhattan, City of New York; or the Trustee may, in its discretion, with the consent in writing of the Railway Company, sell the pledged securities or any part or parts thereof at private sale.

Any notice of any sale at public auction made under or by virtue of this Trust Indenture, whether under any power of sale hereby granted or by virtue of judicial or statutory proceedings, shall state the time and place or the times and places of sale, and contain a brief description of the securities to be sold; such notice shall be sufficient if published prior to such sale on every day (except Sundays and holidays) in each week for three successive calendar weeks in a daily newspaper, printed in the English language and published and of general circulation in the Borough of Manhattan in the City of New York. Such notice shall also comply with any requirement of statute or rule or order of court applicable thereto. The Trustee may from time to time adjourn any such sale at public auction by announcement at the time and place originally or by adjournment appointed; such sale, and may without further notice or publication make such sale at any time and place to which it shall be adjourned.

The Trustee is not, by anything herein or by any obligation hereunder, required to sell all or any of said securities in pursuance of any notice of sale or to accept all or any bids or offers for all or any of said securities at any sale, but shall be at liberty, in its discretion to permit any such sale to lapse or to reject any bid, and any securities not sold at any such sale may be thereafter sold or the lien thereon of this Trust Indenture be otherwise enforced, in accordance with the provisions hereof, provided, however, that any bid accepted by the Trustee shall be the best price, bid in good faith by responsible bidders for the securities then offered upon the occasion in question.

4. Upon the completion of any sale or sales, the Trustee shall cause to be delivered to the accepted purchaser or purchasers the bonds and coupons and other securities sold with good and sufficient transfers thereof. The Trustee and its successor or successors are hereby appointed the true and lawful attorney or attorneys irrevocable of the Railway Company, in its name to make all necessary instruments of transfer, and for that purpose may execute, in the name of the Railway Company, all necessary acts of assignment and transfer, and may substitute one or more persons or corporations with like power; the Railway Company hereby ratifying and confirming all that its said attorney or attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Railway Company shall, if so requested by the Trustee, ratify and confirm such sale by executing and delivering to the Trustee, or to such purchaser or purchasers, all such proper instruments of assignment and transfer as may be designated in such request.

5. Any sale or sales made under or by virtue of this Trust Indenture, whether under any power of sale hereby granted or by virtue of judicial or statutory proceedings, shall divest all right, title interest, estate, claim and demand whatsoever, either at law or in equity, of the Railway Company, its successors or assigns, of, in and to the bonds and coupons and other securities so sold, and shall be a perpetual bar both at law and in equity against the Railway Company, its successors and assigns, and against any and all persons claiming or to claim the bonds and coupons and other securities sold, or any part thereof from, through or under the Railway Company, its successors or assigns, and any and all bonds and coupons of the Railway Company so sold shall thenceforth be the absolute and unconditional obligations of the Railway Company, to the full face amount of all of the bonds and coupons so sold. No purchaser at any such sale or sales, or his representatives or assigns, shall be bound to see to the application of the purchase money upon or for any trust or purpose of this Trust Indenture or be answerable