

said Assets Realization Company not less than thirty (30) days prior to the date fixed for such prepayment and redemption.

The Companies shall also give notice of their election to make such prepayment and redemption by publication at least once in each week for three successive calendar weeks in a newspaper printed and of general circulation in the City of Chicago, Illinois, the first such publication to be not less than thirty days prior to the date fixed for such prepayment and redemption; and the Companies shall also cause a copy of such notice to be mailed or delivered within ten (10) days after the date of such first publication to the owner of each registered note, at his last postoffice address shown on the bond register in the office of the Trustee. Such notice shall state that upon presentation of the notes therein designated, with all coupons thereto belonging - both matured and unpaid and subsequently maturing - at the banking house of said Assets Realization Company in said City of Chicago, said notes will be paid in cash at par, with a premium of five (5%) on the face values of said notes in addition thereto, and all interest accrued to the date so fixed for prepayment and redemption.

Upon delivery of the said certified copies of the resolutions as aforesaid, and on or before the date fixed for such prepayment, the deposit with the said Assets Realization Company for the account of the holder or holders of the notes so to be redeemed of the amount necessary to redeem such notes and accrued interest thereon, each and every note designated therein shall become and shall be due and payable at the date specified in such resolution and notice, together with all interest obligations which shall have accrued upon such date, anything in this indenture or in any note or interest coupon or coupons contained to the contrary notwithstanding; and then and thereupon the Companies and the Trustee shall be privileged to consider said notes as redeemed, and interest on said bonds shall cease at the date specified for such redemption, and thereafter said notes and coupons shall not be entitled to any benefit under this indenture, but the owner or owners thereof shall look for payment solely to said deposits in the hands of the said Assets Realization Company. No such deposit shall draw interest. All notes prepaid or redeemed under the provisions of this Article Two, with all coupons thereto belonging, shall forthwith be cancelled and surrendered to or on the order of the treasurer of the Railroad Company. The Trustee shall see to the application of the moneys so deposited to the payment of the said notes and the premium thereon and the accrued interest upon the date fixed for such prepayment; but no payment shall be made in respect to any note secured hereby unless and until the same shall be surrendered, together with all coupons belonging thereto and maturing on or after the date fixed for said prepayment. The Trustee may accept the certificate of the secretaries of the respective companies as sufficient evidence that the requirements of this article as to the publication and mailing of notices have been fully complied with. All sums of money payable under the provisions of this article are payable in the same manner and at the same place as are prescribed for the payment of the principal of said notes upon maturity.

ARTICLE THREE.

SINKING FUND.

(A)

Amounts, Basis and Sources.

It is expressly covenanted and agreed by the parties hereto that while the