

to the lien of this indenture.

The Railroad Company covenants that it will, upon demand of The Trustee, from time to time grant, convey, confirm, assign, transfer and set over unto the Trustee all real and personal estate, corporate rights and franchises which in any way or manner it shall acquire as appurtenant to, or in, or for use upon, or for the business of any railroad or any leasehold estate hereby mortgaged (including all railroads and leasehold estates which shall hereafter become subject to the lien of this mortgage) and it shall and will also make, do, seal, execute, acknowledge and deliver or cause to be made, done, sealed, executed, acknowledged and delivered all and every such further acts matters, things, deeds, conveyances, bills of sale and transfers and assurances in the law, for the better assuring conveying and confirming unto The Trustee all and singular the hereditaments and premises, estates and property hereby conveyed, or intended so to be or which are hereby conveyed covenanted and agreed to be conveyed to The Trustee, as it, or its counsel learned in the law, shall reasonably require for the better effectuating and carrying out the provisions, objects and purposes of this indenture and for securing payment of the principal and interest of the bonds intended to be hereby secured; all which estates shall be held by the Trustee in, under and upon the trusts and for the uses and purposes, and subject to the powers herein declared mentioned or expressed.

Article Five.

Upon the written request of The Railroad Company signed by its President, The Trustee, from time to time shall release from the lien and operation of this indenture and to persons designated by the Railroad Company, any portion of the mortgaged premises, appurtenant to any line of railroad subject to the lien hereof, or acquired or held by the Railroad Company for any purpose incidental to the operation thereof, such as premises acquired or held for the purposes of stations, depots, shops or other buildings or erections or for the supply of gravel, fuel or other materials, which in the judgment of the Railroad Company shall at the time of such release be no longer requisite for use for the purposes for which the same shall have been so acquired or used, nor necessary or expedient to be retained for use in connection with the said mortgaged premises, and likewise any parts