

Sec.3. The Railway Company, at an office or agency to be maintained by it in the City of New York, will keep a register or registers for the registration and transfer of bonds issued hereunder, in which it will register, subject to such reasonable regulations as it may prescribe, all bonds without coupons, and, upon presentation thereof for such purpose, any coupon bonds issued hereunder; and such register or registers at all reasonable times shall be open to the inspection of the Trustee. Any such registered coupon bond may be transferred upon such register by the registered owner thereof, or by his attorney duly authorized, by an instrument in writing in a form approved by the Railway Company. The registered owner of any such registered coupon bond also shall have the right to cause the same to be registered as payable to bearer, in which case transferability by delivery shall be restored, and thereafter the principal of such bond when due shall be payable to the person presenting the bond; but any such coupon bond registered as payable to bearer may be registered again in the name of the owner with the same effect as a first registration thereof. Successive registrations and transfers as aforesaid may be made from time to time as desired; and each registration of a coupon bond shall be noted by the bond registrar on the bond. Registration of any coupon bond, however, shall not restrain the negotiability of any coupon thereto belonging, but every such coupon shall continue to pass by delivery merely, and shall remain payable to bearer. Any registered bond or bonds without coupons may be transferred upon such register by the registered owner thereof or by his attorney, duly authorized by an instrument in writing in a form approved by the Railway Company, and upon the surrender of such bond or bonds and the payment of the charge for such transfer, whereupon new registered bonds, or one new registered bond, for an equal amount, shall be issued to the transferee or transferees, as provided in Section 3 of Article One hereof.

Sec.4. The Railway Company will not voluntarily create or suffer to be created any lien or charge upon the mortgaged premises or the income thereof, which would be prior to the lien of these presents; and within six months after the same shall accrue, it will pay, or will cause to be discharged, or will make adequate provision to satisfy or discharge, all lawful claims and demands of mechanics, laborers and others, which, if unpaid, might by law be given precedence to this indenture as a lien or charge upon the mortgaged premises or any part thereof, or upon the income thereof; and from time to time it will pay and discharge all taxes, assessments, and governmental charges (the lien whereof would be prior hereto), lawfully imposed upon the mortgaged property, or any part thereof, or upon the income or profits thereof, and also all taxes, assessments and governmental charges lawfully imposed upon the lien or interest hereunder of the Trustee or of the holders of the bonds hereby secured, so that the lien and priority of this mortgage shall be fully preserved without expense to the Trustee or to the bondholders; but the Railway Company shall not be required by the provisions of this Section to pay any such lien, claim or demand, so long as the Railway Company in good faith shall contest the validity thereof.

Sec.5. The Railway Company will not issue, negotiate, sell or dispose of any bonds hereby secured, in any manner other than in accordance with the provisions of this indenture, and the agreements in that behalf herein contained, and in issuing, selling, negotiating or otherwise disposing of such bonds, from time to time, it will well and truly apply, or cause to be applied, the same or the proceeds thereof, to and for the purposes herein prescribed, and to and for no other or different purpose.

Article Three.

Sec.1. Neither any coupon belonging to any bond hereby secured, nor any claim for interest or any registered bond which in any way, on or after maturity, shall have been transferred or pledged separate and apart from the bond to which it relates, shall unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of or from this indenture.