

at any one time a sum equal to two (2) per cent. of the principal of the total amount of First and Refunding Bonds then outstanding.

In case the Trustee shall not purchase or cause to be purchased the property sold at any such sale, and shall not join in a plan or reorganization as aforesaid in respect of such bonds or stock, the Trustee shall receive any portion of the proceeds of the sale accruing on the securities held by it hereunder, and such moneys shall be treated and disposed of by the Trustee as provided in section 7 of this Article.

Section 6. The assignment or pledge hereunder of any shares of stock of any company or companies now or hereafter held by the Trustee hereunder shall not prevent the consolidation or merger of any one or more of said companies with, or the sale, conveyance, transfer or lease of the property of any such company to, the Railway Company; but, anything in this indenture contained to the contrary notwithstanding, such consolidation, merger, sale, or lease may be made under any laws to which such companies may then be subject; provided, however, that such consolidation, merger, sale or lease shall be made only upon such terms as shall not in any manner impair or prejudice the value of the security hereunder. In the event of the consolidation or merger of any one or more of the said companies, or the sale or lease of its property to the Railway Company, this indenture immediately shall become and be a lien upon the property of the company so consolidated or merged with or so sold to the Railway Company or upon the leasehold interest of the Railway Company therein, with the same force and effect as if expressly conveyed by this indenture; and the holders of the First and Refunding Bonds shall always have as full and complete a lien upon such property and the income, earnings and profits thereof as that upon the stock and bonds of such constituent companies created by the pledge thereof to the Trustee hereunder, and the Railway Company and its successor or successors will, upon the request of the Trustee, execute any and all instruments and do any act necessary or proper under the laws applicable thereto to make such lien effectual.

The Assignment or pledge hereunder of any shares of stock of any company or companies shall not prevent the consolidation or merger of any such companies with each other, nor a sale or lease of one to another; provided, however, that any such consolidation, merger, sale or lease shall be made only upon such terms as shall not in any manner impair or prejudice the value of the security hereunder, and that the portion of the capital stock of any such consolidated, merging or purchasing company (but never less than a majority thereof) issued for and in lieu of any stock previously pledged hereunder, shall always bear to the total capital stock of such consolidated, merging or purchasing company a proportionate relation at least as high as that borne by such previously pledged stock to the total capital stock of such constituent companies. Such portions of such stock of such consolidated, merging or purchasing company, and also any bonds or other securities issued or cashed paid by such consolidated, merging or purchasing company in exchange for any stock theretofore held by the Trustee, shall be assigned or paid to and deposited with the Trustee, and shall become and be subject to the lien of this indenture with the same force and effect as if expressly pledged hereunder; and the holders of the First and Refunding Bonds shall always have and retain, in respect of such portion of such stock, bonds or other securities of such consolidated, merging or purchasing company, a lien as full and complete as that upon the stock and bonds of such constituent companies by reason of the pledge thereof hereunder. The Trustee may accept the certificate of counsel for and the president of the Railway Company as conclusive evidence that the value of the security hereunder will not be prejudiced or impaired by any consolidation, merger, sale or lease proposed to be made under any of the provisions of this section. The Trustee may vote upon the deposited stocks, and may do any and all things proper to carry into effect the purposes of this section; and in