

Trustee under any of the provisions of this Section, including all sums required to obtain and perfect the ownership of and title to any railways or other properties or franchises which the Trustee shall purchase or cause to be purchased pursuant to the provisions of this Section; and, in case the Mortgagor Company shall fail to do so, then, without impairment of or prejudice to any of its rights hereunder by reason of default of the Mortgagor Company, the Trustee in its discretion, may advance all such expenses and other moneys required, or may procure such advances to be made by others, and for such advances made by the Trustee or by others at its request, with interest thereon, the Trustee shall have a lien on the property hereby mortgaged or pledged, which lien shall be prior to the lien of the bonds secured by this Indenture.

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 of 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 8 of this Article.

Section 7. 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 Mortgagor 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 and only in compliance with the conditions imposed by Article Fourteen of this Indenture. In the event of the consolidation or merger of any one or more of the said companies with, or the sale, conveyance, transfer or lease of its property to, the Mortgagor Company, this Indenture immediately shall become and be a lien upon the property of the company so consolidated or merged with, or so sold, conveyed or transferred to, the Mortgagor Company or upon the leasehold interest of the Mortgagor Company therein, with the same force and effect as if expressly conveyed by this Indenture; and the holders of the bonds secured by this Indenture shall always have as full and complete a lien upon such property and the income, earnings and profits thereof as that upon the stock, bonds and other obligations of such constituent companies created by the pledge thereof to the Trustee hereunder, and the Mortgagor Company and its successor or successors will, upon the request of the Trustee, execute any and all instruments and do any acts 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, conveyance, transfer or lease of one to another; provided, however, that any such consolidation, merger, sale, conveyance, transfer or lease of one to another; provided, however, that any such consolidation, merger sale, conveyance, transfer or lease shall be made only upon such terms as shall not impair or prejudice the value of the security hereunder, and that the portion