

Sec. 2. All railways, franchises, bonds, stocks and other property of every kind, by the granting clauses covenanted to be conveyed or pledged to the Trustee under this indenture, or in respect of the construction or acquisition whereof bonds under this indenture shall be authenticated and be issued as hereinbefore provided (except property, including shares of capital stock, or any interest therein, and bonds, in respect of the construction or acquisition of which property bonds shall be authenticated under the provisions of Section 1 of Article Two of this indenture), shall immediately upon the acquisition thereof by the Railway Company, and without any further conveyance or assignment, become and be subject to the lien of this indenture as fully and completely as though now owned by the Railway Company and specifically described in the granting clauses hereof; but at any and all times the Railway Company will execute and deliver any and all such further assurances or conveyances or assignments thereof as the Trustee may reasonably direct or require, for the purpose of expressly and specifically subjecting the same to the lien of this indenture; and also the Railway Company will do, execute, acknowledge and deliver, or cause to be done, executed acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers and assurances in the law, for the better assuring, conveying, assigning and confirming unto the Trustee all and singular the hereditaments and premises, estates and property hereby conveyed or assigned, or intended so to be, or which the Railway Company may be or hereafter become bound to convey or assign to the Trustee, as the Trustee shall reasonably require.

Sec. 3. The Railway Company shall not and will not suffer or permit any default wherefor any lessor may terminate any least of any railways, franchises or property now existing or hereafter made to the Railway Company or to any other company of whose capital stock the greater part of the amount at that time outstanding shall then be subjected to the lien of this indenture. In case and whenever default shall be made in paying any sum stipulated to be paid in any such present or future lease, the Trustee without affecting any of its rights hereunder, from time to time, in its discretion, may itself pay any sum so in default, and thereupon shall have and forthwith may assert, a lien for such advances upon the trust estate and the proceeds thereof, which lien shall be entitled to priority in rank and to priority in payment from the income and profits of the trust estate over the first mortgage gold bonds.

The Railway Company will not voluntarily create or suffer to be created any debt, lien or charge which would be prior to the lien of this indenture upon the mortgaged and pledged premises, or any part thereof, or upon the income thereof; and, within three months after the same shall accrue, the Railway Company will pay or cause to be discharged, or will make adequate provision to satisfy and 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 trust estate, or any part thereof, or the income thereof; provided, that nothing in this section contained shall require the Railway Company to pay any such debt, lien or charge so long as it shall, in good faith, contest the validity thereof.

Sec. 4. The Railway Company from time to time will pay and discharge, or cause to be paid and discharged, all taxes, assessments and governmental charges (the lien whereof would be prior to the line hereof) lawfully imposed upon the trust estate, or upon any part thereof, or upon the income or profits thereof, and also all taxes,