

assessments and governmental charges lawfully imposed upon the lien or interest of the Trustee in respect of such premises or income, so that the lien and priority of this indenture shall be fully preserved at the cost of the Railway Company without expense to the Trustee or the bondholders; provided, however, that the Railway Company shall have the right to contest any such tax, assessment or charge, and, pending such contest, may delay or defer the payment thereof.

Sec.5. The Railway Company at all times shall and will diligently preserve all the rights and franchises to it granted and upon it conferred, and maintain, preserve and keep the rolling stock, fixtures and appurtenances and every part and parcel thereof, in good repair, working order and condition, and will keep the railways, premises and estate subject to this indenture supplied with all necessary motive power, rolling stock and equipment, and, from time to time, shall and will thereto make all needful and proper repairs, renewals and replacements, useful and proper alterations, additions, betterments and improvements.

Sec.6. The Railway Company will not sanction or permit any issue of additional shares of capital stock of any company of whose capital stock the greater part shall be pledged or assigned hereunder, or (except as herein otherwise provided) the issue of any bonds of any such company, or the creation of any mortgage or other lien upon the railroad or property of any such company, unless simultaneously there shall be made effective provision that such indebtedness and the evidences thereof, and such bonds issued and such mortgage or other lien, and all such additional stock (or such part of such additional stock as shall be proportionate to the part of such entire issued capital stock previously subject to this indenture), forthwith, upon the issue or creation thereof, shall be pledged with or assigned to the Trustee hereunder; and all such additional stock shall be fully paid and non-assessable.

Except as herein otherwise expressly provided, the Railway Company will not, unless with the consent of the Trustee, sanction or permit any company of whose capital stock the greater part shall be pledged or assigned hereunder, to sell or otherwise dispose of its railroad or property or any part thereof, except to the Railway Company or to some other company of whose capital stock the greater part then shall be owned by the Railway Company and be pledged hereunder. Any such railroad or property so acquired by the Railway Company shall ipso facto become subject to the lien of this indenture, and by proper instruments shall be conveyed to the Trustee, subject to any liens then existing thereon or, upon such conveyance, to attach thereto; provided, however, that any company all of whose shares of capital stock shall be pledged hereunder, from time to time, may sell any of its property which, at the time of such sale, by resolution of its board of directors or trustees, shall be found no longer to be necessary or advantageous to retain for the purposes of its business and the sale of which by such resolution shall be authorized. The proceeds and avails of every such sale forthwith shall be paid over to the Trustee and from time to time shall be paid over by the Trustee to the Railway Company, to reimburse it for expenditures made for any purpose for which bonds or their proceeds may be used under Section 3 of Article Two hereof, upon certificates of such expenditures, signed by the President or a Vice-President or the Chief Engineer and by the Comptroller or Auditor or Treasurer of the Railway Company, and otherwise subject to the provisions and restrictions of said section. Such certificate shall be in the form required by Section 3 of Article Two hereof and shall be full protection to the Trustee for its action on the faith thereof.