

Except as herein otherwise expressly provided, the Railway Company, unless with the consent of the Trustee, will not sanction or permit any company of whose capital stock the greater part shall be pledged or assigned hereunder, to lease 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, nor unless such lease be upon the condition that it shall terminate at the election of the Trustee, by entry or otherwise, in case default shall be made and shall continue, as provided in Section 2 of Article Six hereof, and at the election of the purchaser in case of a sale of the property subject to this indenture.

Sec.7 Any and all claims and indebtedness which the Railway Company now has, or hereafter may acquire, against any other company of whose capital stock the greater part shall be pledged hereunder, shall be and become subject to this indenture, on the acquisition thereof by the Railway Company, (subject to the provisions in respect thereof in this indenture contained) and upon the happening of any of the events described in the first paragraph of Section 4 of Article Five of this indenture, and upon the written request of the Trustee, the Railway Company will execute to the Trustee appropriate assignments thereof.

Sec.8. All locomotives, tenders, cars and other equipment upon which this indenture shall be or become a first lien, shall be marked so as to distinguish said equipment from the other equipment of the Railway Company and identify the same as equipment subject to this indenture. At all times the Railway Company will keep and maintain all such cars, locomotives, tenders and other equipment in good order and condition, reasonable wear and tear excepted, and at all times will maintain such distinctive mark thereon; and whenever any such locomotives, tenders, cars or other equipment, now or at any time hereafter covered by this indenture shall be worn out or be destroyed, the Railway Company promptly will cause the same to be replaced by other locomotives, tenders, cars or other equipment of at least equal value, upon which such distinctive mark shall be placed, so that at all times the value of the locomotives, tenders, cars and other equipment upon which this indenture shall be a first lien, shall be fully kept up; and at all times the Railway Company will set apart, use and apply for that purpose, so much of the net earnings of the mortgaged premises as may be required for such maintenance and replacement of such equipment subject to the lien hereof.

Sec.9. The Railway Company will not issue, negotiate, sell or dispose of any first mortgage gold bonds 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 sell and truly apply, or cause to be applied, the same, or the proceeds thereof, to and for the purposes therein prescribed, and to or for no other or different purposes.

Sec.10. For the purposes of this indenture the term "mortgage and pledged premises" shall include all railways, leasehold interests, equipment, stocks, bonds and other properties conveyed or agreed to be conveyed by the granting clauses of this indenture, or otherwise becoming subject thereto.

#### ARTICLE FIVE.

##### Control of Stocks and Bonds Mortgaged.

Section 1. When and as any bonds or obligations or the certificates for any