

such consolidation or merger, previously pledged hereunder, shall always bear to the total capital stock of such company a proportionate relation at least as high (but never less than a majority thereof) as that borne by such previously pledged stock to the aggregate capital stock of such constituent companies; and provided further that in the case of any such sale by any company of its property, the stock of the purchasing company becoming subject to this indenture shall bear to its capital stock a proportionate relation at least as high (but never less than a majority thereof) as that borne by the previously pledged stock of the purchasing and selling companies to the aggregate of the capital stock of said companies. All stock of the company formed by such consolidation or into which such merger shall be made, issued for or in lieu of stocks of the constituent companies parties to such consolidation or merger, previously pledged hereunder, and all stock of the purchasing company issued in lieu of previously pledged stock of the selling company, shall become and be subject to this indenture, and shall be held by the Trustee hereunder pursuant to the provisions hereof, and the holders of the first mortgage gold bonds shall always have a lien upon such portion of such stock of such successor or purchasing company as full and complete as upon the stock of such constituent companies, by reason of the pledge hereunder.

The Trustee may make any exchange, substitution, cancellation or surrender of securities required for the purposes or in accomplishment of any such merger, consolidation or sale in this section authorized; and may receive the opinion of any counsel approved by it as to the legal effect of any such merger, consolidation or sale, and as to the steps necessary to be taken to consummate the same, and as to any other matter under this section; and such opinion shall be full protection to the Trustee for any action by it taken or suffered pursuant thereto.

Sec. 9. Except as otherwise covenanted in this indenture, nothing herein contained shall prevent (1) the renewal or extension, if without impairment of lien or security, at the same or a lower rate of interest, of any bond or obligation maturing on or prior to March 1, 1961, secured by a mortgage upon the property of any company, the greater part of whose capital stock shall hereafter become subject to this indenture; or of any bonds or obligations maturing prior to March 1, 1961, which now are or hereafter shall become subject to this indenture, or (2) the issue, in place of and in substitution for any such bonds or obligations, of other bonds or obligations for equivalent amounts, bearing the same or a lower rate of interest adequately secured by a similar mortgage or lien upon the same property; provided, however, that in case any bonds or obligations subject to this indenture shall be so renewed or extended, such bonds or obligations as so renewed or extended shall continue subject to this indenture to the same extent, and shall be lodged and held in the same manner as theretofore; and that in case any bonds or obligations subject to this indenture shall be exchanged for bonds or obligations substituted as aforesaid, the substituted bonds or obligations shall ipso facto forthwith become subject to this indenture to the same extent, and shall be lodged and held in the same manner as those for which they are substituted.

At any time, in its discretion, the Trustee may, and, if requested in writing by the Railway Company, it shall, consent to any such renewal, extension or substitution. The Trustee may receive the opinion of any counsel approved by it as conclusive evidence that any such renewal, extension or substitution is in compliance with the provisions of this section.

ARTICLE SIX.

Remedies of Trustee and Bondholders.

Section 1. Neither any coupon belonging to any first mortgage gold bond, nor any claim