

defend to said Trustee, the peaceable and quiet possession of said property, against all and every person or persons lawfully claiming the whole or any part thereof; that the Railroad Company will pay all taxes and assessments, general and special, which may be levied or assessed upon any property hereby conveyed, as and when the same shall become due and payable; that it will not suffer any property hereby conveyed to be sold for any taxes or assessments, or be forfeited therefor, nor suffer any mechanics' or other liens having priority over this indenture, to attach to any of said property: Provided that the Railroad Company may in good faith contest the validity of any taxes, assessments, or prior liens, and pending litigation thereof shall not be required to pay the same. The Railroad Company will not commit nor permit any waste of any property hereby conveyed and necessary, useful or profitable in the conduct of its business.

ARTICLE EIGHTH: Said Railroad Company covenants that it will upon request of the Trustee, do and perform all acts necessary and proper to keep valid the lien hereby created, or intended to be created, and that it will upon request of the Trustee, at any time hereafter, as often as may be necessary, make, execute and deliver to said Trustee, any other or further deed or deeds; acts, conveyances or assurances said Trustee may, upon advice of counsel learned in law, reasonably demand for the purpose of carrying into full effect the objects and purposes of this indenture.

ARTICLE NINTH: For the greater security of the owners of said bonds, and to establish a sinking fund to be applied to the payment thereof, the Railroad Company shall, on the first day of June, 1914, and annually thereafter on the first day of June in each year until all of said bonds and coupons issued hereunder shall have been paid, pay unto Mississippi Valley Trust Company the sum of fifty thousand dollars in gold coin of the United States of America of the present standard of weight and fineness or its equivalent, said sum to be used in the redemption of said bonds as herein provided.

The Trustee shall apply the moneys received by it for the redemption of so many of the bonds herein authorized as it shall be able to purchase in the market at a price not exceeding par and accrued interest, preference to be given to the bonds offered at the lowest price after such advertisement, if any, as it shall deem proper; and if it shall be unable to invest all of the moneys so paid to it by the Railroad Company, in bonds hereunder at not exceeding par and accrued interest; twenty (20) days prior to any day on which any installment of interest on said bonds shall mature, after February 1, 1914, it shall be the duty of the Trustee to make a drawing from the bonds then outstanding of an amount of said bonds for redemption sufficient to absorb the moneys in said sinking fund paid to it, at the price of one hundred and five per cent (105%) and accrued interest, and shall cause advertisements to be made once a week for two weeks in two newspapers, one published in the City of Portland Oregon, and the other in the City of St. Louis, Missouri, the first publication to be not later than fifteen days prior to the next succeeding interest paying date, of the number of bonds so drawn and that the same are called for payment at the price of one hundred and five per cent (105%) and accrued interest, payment to be made on the next ensuing interest paying date at its office in the City of St. Louis, Missouri, after which date all interest on all bonds so drawn shall cease and the coupons representing such future interest shall from that date thenceforth and forever after be void and of no force and effect, and the Railroad Company shall not be liable for any of said future interest; and on and from the date named in said notice of such payment and redemption, the lien on the property hereby conveyed, in so far as it relates to or secures said bonds so drawn and advertised, together with the interest coupons accrued and unearned on the same, shall cease and determine and be thenceforth null and void. All bonds so paid and redeemed, together with the coupons thereto belonging, shall thereupon be