

PIONEER, INC., TACOMA—158769

porate existence and corporate rights of every company of whose capital stock the greater part shall be pledged hereunder.

As such holder of such stock it will not by affirmative vote, or by abstaining from voting, sanction or permit any increase of the capital stock of any such company, or the creation of any indebtedness of any such company (except current operating accounts for a period not at any date exceeding six months prior thereto), or the issue or guaranty of any bonds by any such company, or the creation of any mortgage or other lien upon the railroad or property of any such company, unless effective provision be made that such indebtedness and the evidences thereof, and such bonds issued or guaranteed, and such mortgage or other lien, and all such additional stock (or such part of such additional stock as is proportionate to the part of such entire capital stock previously pledged hereunder), shall, immediately upon the issue or creation thereof, be delivered to and pledged with the Trustee, by it to be held subject to all the trusts of this indenture, with the same effect as if such indebtedness, bonds, mortgage or other lien and shares, as the case may be, had been delivered and pledged to it hereunder at the time of the making hereof; and all such additional stock shall be fully paid and non-assessable.

Except as herein otherwise expressly provided, the Railway Company will not by affirmative vote, or by abstaining from voting, sanction or permit any company of whose capital stock the greater part shall be pledged hereunder to sell or otherwise to dispose of its railroad, or to lease the same (unless such lease be terminable hereunder by entry of the Trustee, or by sale by the Trustee, or pursuant to judicial proceedings), except to the Railway Company or to some other company of whose capital stock there shall then be held by the Railway Company and be pledged or assigned to the Trustee hereunder a percentage, not less than the percentage held hereunder of the capital stock of the Company whose railroad shall be so sold or otherwise disposed of or leased.

Sec. 9. Any and all claims and indebtedness (other than bonds now or hereafter pledged or assigned to the Trustee under any other provision of this indenture) which the Railway Company now holds or hereafter may acquire against any other company, of whose capital stock the greater part shall have been pledged or assigned to the Trustee hereunder, shall be and become subject to the lien of this indenture, and if and when requested in writing by the Trustee the Railway Company will execute to the Trustee appropriate assignments thereof.

Sec. 10. The Railway Company will not issue, negotiate, sell or dispose of any bonds hereby secured, 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 well and truly apply, or cause to be applied, the same, or the proceeds thereof, to and for purposes herein prescribed, and to and for no other or different purpose.

Article Three.

Sec. 1. Unless (a) the Railway Company shall be in default in the payment of some interest on any bond secured by this indenture, or on any bond (other than bonds held by the Trustee hereunder) secured by any of the aforesaid mortgages of the Northern Pacific Railroad Company dated May 1st, 1879, and January 1st, 1881, or by the mortgage of the Western Railroad of Minnesota dated May 1st, 1877, or by the mortgage of the St. Paul and Northern Pacific Railroad Company, dated June 1st, 1883, and such default shall have continued for a period of six months; or unless (b) the Railway Company shall be in default in the due and punctual payment of the principal of any bond secured hereby, or of any bond (other than bonds held by the Trustee hereunder) secured by any of the aforesaid mortgages