

to, any of its rights hereunder by reason of the default of the Railway Company, the Trustee, in its discretion, may advance all such expenses and other moneys required, or may procure such advances to be made by others, and for such advances, made by the Trustee or by others at its request, with interest thereon, the Trustee shall have a lien on the property hereby mortgaged and pledged, which lien shall be prior to the lien of the bonds hereby secured, but in no event shall the principal of such lien exceed, in the aggregate, at any one time, a sum equal to two per cent. of the principal of the total amount of bonds issued hereunder and then outstanding.

In case the Trustee shall not purchase or cause to be purchased the property sold at any such sale, and shall not join in a plan of reorganization as aforesaid in respect of such bonds or stock, the Trustee shall receive any portion of the proceeds of the sale accruing on the securities by it held hereunder, and such moneys shall be added by the Trustee to the Cash Fund under Section 3 of Article Eight hereof and be treated in all respects as part thereof.

Sec. 6. The assignment or pledge hereunder of any shares of stock of any company or companies now or hereafter held by the Trustee hereunder, shall not prevent the consolidation or merger of any one or more of said companies with, or the sale, conveyance or transfer of the property of any such company to, the Railway Company; but, anything in this indenture contained to the contrary notwithstanding, such consolidation, merger or sale may be made under any laws to which such companies may then be subject: Provided, however, that such consolidation, merger or sale shall be made only upon such terms as shall be approved either by the Trustee, or by the holders of a majority in interest of the bonds secured by this indenture. In the event of the consolidation or merger of any one or more of the said companies with, or the sale of its property to, the Railway Company, this indenture immediately shall become and be a lien upon the property of the company so consolidated or merged with, or so sold to, the Railway Company, with the same force and effect as if expressly conveyed by this indenture, and the holders of the bonds hereby secured shall always have as full and complete a lien upon such property as that herein created by the pledge of the stock and bonds of such constituent companies to the Trustee hereunder.

The assignment or pledge hereunder of any shares of stock of any company or companies shall not prevent the consolidation or merger of any such companies with each other; nor shall it prevent the sale of the property of any such company (except in the cases prohibited in Section 8 of Article Two hereof), to any other company of whose capital stock the greater part shall be held by the Trustee hereunder; Provided, however, that any such consolidation, merger or sale shall be made only upon such terms as shall be approved either by the Trustee or by the holders of a majority in interest of the bonds secured by this indenture; and that the portion of the capital stock of any such consolidated, merging or purchasing company (but never less than a majority thereof), issued for and in lieu of any stock previously pledged hereunder, shall always bear to the total capital stock a proportionate relation at least as high as that borne by such previously pledged stock to the total capital stock of such constituent companies. Such portion of such stock of such consolidated, merging or purchasing company and also any bonds or other securities issued by such consolidated, merging or purchasing company in exchange for any stock theretofore held by the Trustee shall be assigned to and deposited with the Trustee, and shall become and be subject to the lien of this indenture with the same force and effect as if expressly pledged by this indenture; and the holders of the bonds hereby secured shall always have and retain, in respect of such portion of such stock, bonds or other securities of such consolidated, merging, or purchasing company, a lien, as full and complete, as