

it subject to the lien hereof, and for that purpose it may join in any plan of reorganization in respect of any such bonds or stocks and may accept new securities issued in exchange therefor under such plan.

The Railway Company covenants that, on demand of the Trustee, it, the Railway Company, forthwith will pay or satisfactorily provide for all expenditures incurred by the Trustee under any of the provisions of this Section, including all sums required to obtain and perfect the ownership and title to any railways or other properties which the Trustee shall purchase or cause to be purchased pursuant to the provisions of this Section; and in case the Railway Company shall fail so to do, then, without impairment of, or prejudice 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 bonds which shall have been delivered, and stock which shall have been transferred, to the trustee hereunder and which shall then be held by it, and such moneys shall be added by the Trustee to Cash Fund arising under Section 3 of Article Eight hereof and shall be treated in all respects as part thereof.

Sec. 8. Nothing herein contained shall prevent the consolidation or merger of any one or more of the companies, of whose capital stock any portion shall have been subjected to the lien hereof, 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 of said Prior Lien Mortgage or by the holders of a majority in interest of the bonds thereby secured, or, when said Prior Lien Mortgage shall have been released or satisfied, then either by the Trustee under this indenture, or by the holders of a majority in interest of the bonds hereby secured. In the event of the consolidation or merger of any one or more of the said companies with, or its sale to, the Railway Company, this indenture immediately shall become and be a lien (subject to said Prior Lien Mortgage) upon the property of the company so consolidated or merged with, or 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 upon the stock and bonds of such constituent companies.

Nothing herein contained shall 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 of said Prior Lien Mortgage, or by the holders of a majority in interest of the bonds thereby secured, or, when said Prior Lien