

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

either in the name or on behalf of the Trustee or of the Railway Company, or by purchasing trustees, as the Trustee may determine, and shall use, or permit the Railway Company to use, such bonds, obligations, claims, indebtedness and stock, so far as may be, to make payment for such property; and in case of any such purchase the Trustee shall take such steps as it may deem proper to cause such property to be vested either in the Railway Company, subject to this indenture, or in some other corporation organized or to be organized with power to acquire and manage such property; provided, that all the bonds and other indebtedness and capital stock thereof (excepting the number of shares required to qualify directors) shall be received by the Trustee and shall be held for the benefit of the Railway Company, or its assigns, subject to this indenture.

With the written consent of the Railway Company, but not otherwise, the Trustee at any time may vote upon any shares of stock that shall be held by it hereunder and may take such other action as in its discretion it shall deem advisable to protect its interests and the interests of the bondholders hereunder in respect of any bonds, obligations or stocks subject to the lien hereof, and, with such consent of the Railway Company, the Trustee 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. In case of the happening of any of the events hereinafter denominated events of default, or in case the Trustee shall have entered, or shall have elected to enter, into the railways or some of them constituting part of the mortgaged and pledged premises either under the power herein conferred, or by the voluntary action of the Railway Company, or in case a receiver shall have entered into possession of the railways or some of them constituting part of the mortgaged premises, the Trustee shall be entitled to take such steps without the consent of the Railway Company.

The Railway Company covenants that, on demand of the Trustee, it forthwith will pay, or satisfactorily will 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 property which the Trustee shall purchase or shall cause to be purchased or which the Railway Company shall purchase 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 under this indenture preferentially to the bonds hereby secured upon all the bonds, obligations, claims, indebtedness and stocks in respect of which such advances shall have been made, and the proceeds thereof, and any property acquired by means thereof, as well as upon the mortgaged and pledged premises.

In case neither the Trustee nor the Railway Company shall purchase or cause to be purchased the property sold at any such sale, and the Trustee shall not join in a plan of reorganization as aforesaid in respect of such bonds or stocks, then the Trustee shall receive any portion of the proceeds of the sale accruing on the securities by it held hereunder, and such proceeds, from time to time, shall be paid over to the Railway Company, to reimburse it for expenditures made for any purpose for which bonds or the proceeds thereof, or deposited cash, may be used under Section 7, Article Three, hereof, upon the certificates and subject to the restrictions and provisions as set forth in said section, which certificates shall be in the form required by the said section, and shall be full protection to the Trustee for its action on the faith thereof.

Sec. 9. Anything in this indenture to the contrary notwithstanding, any company, all