

would be prior or superior to the lien of this Indenture, so that the priority of this indenture shall be fully preserved in respect of all such properties; provided, however, that it shall not be required to pay any such tax, assessment or charge so long as the Railroad Company in good faith and by appropriate legal proceedings shall contest the validity thereof. The foregoing covenants in respect of the payment and discharge of taxes, assessments and governmental charges upon the mortgaged premises shall not apply in respect of any lands for which patents shall not have been actually issued, until such patents shall have been issued, nor in respect of any lands, whether now or hereafter patented, which, from time to time, shall be indicated by writing addressed to the Trustee, and signed and verified by the President and the Land Commissioner of the Railroad Company as not being of sufficient value and likelihood of ultimate sale to make it advantageous to the Railroad Company to pay taxes, assessments or other charges thereon; and any lands so indicated may be abandoned by the Company with the written consent of the Trustee, or may be sold, subject to unpaid taxes, if any, for such nominal consideration as may be agreed upon, with the approval of the Trustee. Sec. 3. The Railroad Company covenants and agrees at all times to maintain, preserve and keep the mortgaged property and every part thereof, with the rolling stock, fixtures and appurtenances, and every part and parcel thereof, in thorough repair and working order and condition, and supplied with motive power, rolling stock and equipment, and that it will from time to time make all needful and proper repairs, renewals, replacements, additions, betterments and improvements, so that the traffic and business thereof and every part thereof shall at all times be conducted with safety and expedition. Sec. 4. The Railroad Company covenants and agrees that this indenture will always be kept and maintained to the extent that it now is a first lien upon all the railroad and appurtenances described and covered in the granting clause hereof, and upon all renewals, betterments and improvements thereto; that it will not create or suffer to be created any lien or charge having priority to or preference over the lien of these presents upon the mortgaged premises and property, or any part thereof, or upon the income thereof, and that it will, within three months after the same shall accrue, pay or cause to be paid or discharged, or will make adequate provision for