

subject to the lien of this Indenture, or in some other corporation organized or to be organized for that purpose, of whose paid debt and capital stock, all, excepting the amount thereof required to qualify directors, shall be received and held by the Trustee and shall be vested in the Railroad Company subject to the lien of this Indenture. The Trustee may also in any case take such steps as in its discretion it shall deem advisable to protect its interests hereunder in respect of any bonds, obligations, or stock 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 Railroad Company covenants that, on demand of the Trustee, it, the Railroad 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 property which the Trustee shall purchase or cause to be purchased pursuant to the provisions of this Section; and in case the Railroad 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 Railroad 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 the repayment in six months thereafter, with interest, of such advances made by the Trustee, or by others at its request, the Trustee shall have a lien, prior to the lien of this Indenture, on all the bonds, obligations, shares and other property in respect of which such advances were made, and the proceeds thereof. 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, 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 Railroad Company for the purposes and in the manner and subject to the restrictions set forth in Section 2 of Article Fifth hereof. Sec. 6. The assignment or pledge hereunder of any share of stock in any company shall not prevent the merger of any such company with, or the sale of all or any part of the property of any such company to the Railroad Company or any other company of whose capital stock the greater part shall be pledged with the Trustee hereunder, but,