

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. In the event of the consolidation of any such companies with each other the portion of the Capital stock of any such consolidated or merging 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 of 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 or merging company 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 a lien upon such portion of such stock of such consolidated or merging company as full and complete as upon the stock and bonds of such constituent companies by reason of the pledge thereof hereunder. The Trustee may do any and all things proper to carry into effect the purposes of this Section, and in order to facilitate such consolidation or merger in whole or in part, as authorized by laws of any companies, the Trustee may transfer into the name of the Railway Company under such restrictions as it may deem sufficient for the protection of the holders of the bonds secured hereby, the shares of any company about to be so consolidated or merged, but the certificates in the name of the Railway Company shall be forthwith delivered to and held by the Trustee hereunder, and the Railway Company shall simultaneously execute such irrevocable instruments as the Trustee shall deem necessary in order to enable it to transfer such shares back into its own name if at any time it shall deem a course expedient for the protection of the holders of the bonds hereby secured. Sec 5. If any of the obligations or any of the bonds at any time pledged hereunder shall fail to make payment of the principal or interest thereof according to their tenor, the Trustee shall, upon written request of the Railway Company, in case the Trustee holds more than ninety per cent of the