such additional shares as is proportionate to the part of such capital stock previously pledged hereunder, shall immediately upon their creation and issue be received by the Railway Company and delivered and pledged (or assigned, in case delivery be not practicable) to the Trustee, to be by it held, subject to all the trusts of this indenture with the same effect as if such bonds and shares had been delivered and pledged or assigned to it herein and at the time of the making hereof; and all additional shares of stock so received and pledged shall be fully paid up and nonassessable. The Railway Company further covenants that (except in the cases mentioned in Article Five hereof, or as herein expressly otherwise provided) as such holder of such stock it will not, by affirmative vote or by abstaining from voting, sanction or permit any such Company to sell or otherwise dispose of its railroad, or lease the same (unless such lease be terminable by foreclosure of this Mortgage), except to the Railway Company, or to some other Company of whose capital stock not less than ninety per cent shall then be held by the Railway Company and be pledged or assigned to the trustee hereunder. However, nothing herein contained shall prevent the sale of any interest in the Denver Circle Railway, or any stock or bonds representing the same. The Railway Company further covenants that any and all claims and indebtedness (other than bonds or securities now or hereafter pledged or assigned to the Trustee under any other provision of this indenture) which it now holds or may hereafter acquire against any other Company of whose capital stock the greater part shall have been pledged or assigned to the Trustee hereunder, shall be and become subject to the lien of this indenture, and that the Railway Company will, if and when requested in writing by the Trustee, execute to it appropriate assignments thereof; provided, however, that unless the Railway Company shall be in default in the payment of some interest or some principal of any of the bonds hereby secured, or unless a receiver of the Mortgaged property and premises shall have been appointed, or unless the Trustee shall be in possession thereof under the power of entry hereinafter conferred, or by the voluntary surrender of possession thereof by the Railway Company, the Railway Company shall be entitled to receive payment of, and collect, for its own use, any such claim or indebtedness (other than bonds or securities pledged or assigned to the Trustee under any other provision of this indenture), out of the earnings of the Company liable thereon; and the Trustee, upon request of the Railway Company, shall execute any reassignments or releases which may be required for that purpose. But the