

Railway Company shall not be entitled to enforce any such claims or indebtedness by legal proceedings or otherwise, except with the consent of the Trustee, nor in any manner which in the opinion of the Trustee would be prejudicial to the trust hereunder, and shall not be entitled to receive or collect any sum payable on such claims or indebtedness out of the property of the Company liable thereon in case of liquidation or dissolution of such Company; Nor shall the Railway Company sell, assign or transfer any such claims or indebtedness, and all such claims and indebtedness, until actually paid, shall remain subject to the lien of this indenture. Article Seven. Section 1. The Railway Company covenants that it will punctually pay, or cause to be paid, to every holder of any bond issued hereunder and secured hereby, the principal and interest accruing therein, at the dates and rates and in the manner mentioned therein, or in the Coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes which it may be required to pay or retain therefrom under or by reason of any present or future law; the Railway Company agreeing to pay any such tax or taxes. Interest on said Coupon bonds shall be payable only upon presentation and surrender of the respective coupons annexed and to be annexed to said bonds as such Coupons respectively mature; and the Railway Company covenants that all Coupons, when paid, shall forthwith be canceled. The Railway Company further covenants that, upon presentation of any of the General Mortgage Coupon bonds issued and outstanding hereunder to the Railway Company, at its office or agency in the City of New York on or after October 1st 1945, it will cause to be attached thereto sheets of Coupons representing the interest installments to become due upon such bonds after that date to maturity, proper endorsement being made on the respective bonds of the fact that such new Coupon sheets have been attached. Sec 2. The Railway Company covenants that it will from time to time pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the lines of railroad and other premises hereby mortgaged, or upon any part thereof, or upon the income and profits thereof, the lien of which would be prior to the lien hereof, so that the priority of this indenture shall be fully preserved; and that it will not create, or suffer to be created, any mechanics' liens or other lien or charge whatsoever upon the mortgaged premises, or any part thereof, which would be prior to the lien of these presents; and that if any of the companies enumerated in Subdivision B of the granting clause of this indenture, or any other Company of whose Capital Stock the greater part shall be pledged with the Trustee hereunder (except any of the Companies mentioned in Article Five of this indenture) shall fail to pay all such taxes, assessments and charges lawfully