

branch or extension, and the other lines on an even mileage basis), then for the purpose of ascertaining the amount of such "surplus net earnings" to be applied to the payment of interest on the bonds hereby secured, the amount of the deductions which may be made from the gross profits, earnings and income, as hereinbefore provided, shall be diminished by the amount of such excess. The Railway Company further covenants that if it shall, after the date of this indenture, make any agreement for the interchange of traffic with any company owning the St. Louis and San Francisco Railroad, the Colorado Midland Railroad, or the Atlantic and Pacific Railroad, or with any other railroad company of whose capital stock it shall hereafter acquire the greater part, then a separate account shall be kept of the gross earnings derived by the Railway Company and by such other company under such agreement; and the Railway Company covenants that if the amount of gross earnings received by any such company under any such agreement shall exceed the amount which would be received by such company if the gross earnings of the Railway Company and of such other company derived from the interchanged traffic were divided between the two companies on an even mileage basis, plus twenty-five percent of the gross earnings derived by the Railway Company upon the other lines in its system from such interchanged traffic, calculating such earnings on the same basis, then, for the purpose of ascertaining the amount of such "surplus net earnings" to be applied to the payment of interest on the bonds hereby secured, the aggregate amount of the deductions which may be made from the gross profits, earnings and income, as above provided, shall be diminished by the amount of such excess. In like manner, the Railway Company covenants that if it shall, after the date of this indenture, make any agreement for trackage right with any of the companies above named in this Section, or with any other company of whose capital stock it shall hereafter acquire the greater part, then a separate account shall be kept of the earnings derived by the Railway Company from the use of such trackage right and of the sum payable by the Railway Company under such agreement, the line upon which such trackage right exists being treated as a separate line for that purpose; and if the sum payable by the Railway Company under such agreement in respect of such trackage right shall exceed the amount of net earnings of the Railway Company derived from traffic upon the line upon which such trackage right exists, plus twenty-five percent of the gross earnings derived by the Railway Company upon the other lines in its system from traffic interchanged with the line upon which such trackage right exists, calculating all the gross earnings on an even mileage basis, then, for the purpose of ascertaining the amount of such "surplus net earnings" to be