

coupons, shares, claims and other property, as though all of the covenants and provisions of said General Mortgage with regard to the said bonds, coupons, shares, claims and other property were herein repeated at length and made applicable to the Trusts hereunder. Article Six. Section 1. The Railway Company covenants that, except in the cases mentioned in Article Five of said General Mortgage, or as otherwise provided in said General Mortgage or in this indenture, it will not sell any bond or share of stock now or hereafter assigned to the Trustee under this indenture, nor pledge or agree to pledge or hypothecate the same except subject to the prior lien hereof, nor by any voluntary act part with the ownership and title of such stock, or any part of such stock or its equity of redemption therein, or the voting power thereon, and that it will, except as aforesaid, hold all and singular the shares of the companies named in subdivision B of the granting clause of this indenture, and the shares of all other companies of which the greater part shall have been pledged with the Trustee hereunder (except in the cases provided for in Article Five of said General Mortgage or some other provision thereof) in such manner that it shall retain in itself the rights and powers of a majority shareholder in the capital stock of every such company; and that as such holder of such stock it will not by affirmative vote, or by abstaining from voting, sanction or permit any increase of the capital stock of any such company nor the creation of any indebtedness of any such company for money borrowed nor the issue of any bonds by any such company, nor the creation of any mortgage or other lien upon its railroad or property, unless effective provision be made so that all such indebtedness, bonds and such mortgage or lien and all additional shares of such stock, or such part of 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 to the Trustee under said General Mortgage or to the Trustee under this indenture, and all additional shares of stock so received and pledged shall be fully paid up and non-assessable. 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', laborers' or other lien or charge whatsoever upon the mortgaged premises, or any part thereof, except the lien of said General Mortgage, 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