borers and others, which, if unpaid, might by law be given precedence over the Mortgage as a lien or charge upon the mortgaged property or any part thereof, or the income thereof; provided, however, that the Company shall not be required to pay any such debt, lien or charge so long as it shall in good faith, by appropriate legal proceedings, contest the validity thereof or the amount thereof unless thereby, in the opinion of the Corporate Trustee, the interests of the Bondholders will be materially impaired or endangered.

SECTION 10. Subject to the provisions of Articles IX and X, and to the extent needful and proper for the efficient and economic operation of its properties, the Company will at all times diligently maintain, preserve and keep all of the rights and franchises granted to it or conferred upon it, maintain, preserve and keep its railroads, fixtures and appurtenances subject to the lien of the Mortgage in good repair, working order and condition and from time to time make all needful and proper repairs thereto and renewals and replacements thereof, and keep the lines of railroad subject to the Mortgage supplied with Equipment, machinery, tools and other supplies, maintain the same in good order and condition, reasonable wear and tear excepted, and from time to time make all needful and proper repairs thereto and renewals and replacements thereof.

SECTION 11. Subject to the terms and provisions of Articles IX and X, the Company will maintain its property, rights and franchises and continue the full enjoyment thereof so as to maintain the general continuity of its lines of railroad between the principal points served by it on January 1, 1950, and from time to time thereafter.

SECTION 12. The Company will forthwith upon acquisition deposit and pledge with the Corporate Trustee, as further security for the Bonds, all Railroad Subsidiary Bonds, Rail-

road Subsidiary Stocks and Prior Lien Bonds hereafter acquired by it; and will not permit any Wholly Owned Railroad Subsidiary, the Railroad Subsidiary Stocks of which have been or are to be made the basis for the authentication and delivery of any Bonds or the withdrawal, payment or application of any cash under any provision of the Mortgage, to issue, incur or have outstanding any bonds, debentures or other funded indebtedness, or short term or other indebtedness not incurred in the ordinary course of business, unless the Securities or other evidences of the same are acquired by the Company and deposited and pledged with the Corporate Trustee as further security for the Bonds.

SECTION 13. The Company will not procure the authentication and delivery of any Bonds hereunder, the release of any property herefrom, or the withdrawal, payment or application of any cash held by the Corporate Trustee under any provision of the Mortgage, except upon compliance by the Company with the applicable provisions of the Mortgage.

SECTION 14. The Company will not increase or permit to be increased in principal amount any of its obligations (other than Bonds, Equipment Obligations and Permitted Encumbrances) which are at the time of the making or assuming of such obligations secured by a lien on the mortgaged property, or any part thereof, prior to or on a parity with the lien of the Mortgage unless the obligations representing such increase are forthwith deposited and pledged with the Corporate Trustee to be held subject to the provisions of Article VIII.

SECTION 15. The Company will deposit and pledge with the Corporate Trustee, within 10 days after receipt thereof by the Company, all cash, Securities or interests therein which may be received by the Company at any time hereafter in payment or satisfaction of or in exchange or substitution for the

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