

consummate such arrangements.

(5) Mortgages, liens or encumbrances created at any time on marine equipment and/or tank cars acquired after the date of this Indenture, whether for the purchase price or any part thereof or for money borrowed or otherwise.

Section 6. The Company covenants and agrees to subject to the lien of this Indenture any and all property of any kind or description acquired with the proceeds of Bonds authenticated and delivered pursuant to the provisions of Section 3 of Article Two hereof (except as otherwise provided in Section 4 of said Article Two) and also any and all other property which is required by any of the provisions of this Indenture to be subjected to the lien hereof. Any such property may be subject to any prior liens permitted by the terms of this Indenture.

Provided, however, that this Section shall not apply to and the lien of this Indenture shall not attach to properties under the jurisdiction of the Department of the Interior of the United States Government or under the jurisdiction of any state government or department thereof or which may not, by reason of any law, governmental rule or regulation or by reason of any provision of the contract under which they were acquired by the Company, be mortgaged or encumbered by it.

Section 7. The Company covenants and agrees that if and when it shall make any additions, improvements or betterments to any property covered by the lien hereof, which shall constitute an integral or essential part of such property, such additions, improvements or betterments shall ipso facto become subject to the lien hereof and of any indenture supplemental hereto given to the Trustee hereunder in connection with such property as fully and completely as though now owned by the Company and specifically described in the Granting Clauses hereof.

Section 8. The Company will do, execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered any and all such further acts, deeds, transfers and assurances for the better conveying, transferring, assigning, assuring and confirming unto the Trustee all and singular the estates and property hereby conveyed, assigned, transferred, mortgaged or pledged or intended so to be or which the Company has herein covenanted and agreed hereafter to convey, assign, transfer, mortgage to or pledge with the Trustee, as the Trustee shall reasonably require for the better accomplishing the provisions and purposes of this Indenture; and the Company, at its own expense, in addition to complying with the other provisions hereof in respect of filing or recording the same, will record, re-record, register, re-register, file and re-file this Indenture and every indenture supplemental hereto so far as may now or hereafter be required by law in order to constitute this Indenture and such supplemental indentures a valid, continuing and subsisting lien upon all fixed property included in the trust estate, including that covenanted to be hereafter delivered, conveyed, transferred, assigned or mortgaged to or pledged with the Trustee hereunder. The Trustee may authenticate and deliver any Bonds in respect of which any supplemental indenture shall have been executed prior to the recording, filing or registration thereof. A counterpart of each such supplemental indenture shall be deposited with the Trustee.

Section 9. Subject to the provisions of Article Six of this Indenture and particularly to Section 3 thereof, the Company from time to time will punctually observe and perform all of its obligations and will pay and discharge all amounts payable under or by virtue of any lease of property, the leasehold estate in which is or is intended to become subject to the lien of this Indenture, and will not suffer or permit any default for which any such lease might be terminated,