

to, the plants, properties, business and affairs of the Company and its subsidiaries.

SECTION 13. The Trustee shall have the right, in case the Company shall allow any of the liens or charges referred to in Sections 5, 6 or 7 of this Article and not permitted by this First Mortgage to remain unpaid after the same shall have accrued, to pay and discharge such lien or charge, and thereupon the Company hereof covenants and agrees upon demand to repay or cause to be repaid to the Trustee the amount so paid by it, with interest thereon at the rate of six per centum per annum, and the amount of any such payment made by Trustee together with interest thereon shall until repaid constitute a lien upon the mortgaged property and premises prior to the lien of this First Mortgage and be entitled to repayment in full out of the trust estate prior to any payment of or on account of bonds and coupons issued hereunder, but the Trustee shall not be under any obligation to make any such payment unless requested in writing so to do by the holders of at least one-fourth in principal amount of the outstanding bonds issued hereunder and provided with the necessary funds therefor; provided, however, that nothing contained in this Section shall authorize the Trustee to pay any claim or demand so long as the Company or the subsidiary company, as the case may be, in good faith and by proper legal or other proceedings shall contest the validity thereof or its superiority to or equality with the lien of this First Mortgage, as the case may be, unless, in the opinion of the Trustee, property subject hereto shall thereby be in danger of being forfeited or lost. The Trustee shall be under no obligation to form or express any such opinion and shall not be liable to anyone for any action or non-action in such connection.

SECTION 14. The Company covenants and agrees promptly to pay and discharge all obligations under any equipment trust of any rolling equipment part of the trust estate, and all notes or other obligations, together with the interest thereon, made in connection with the lease or purchase of rolling equipment, when and as the same shall become due and payable, and further covenants and agrees to pay all rents and royalties due or to become due under any oil or gas leased part of the trust estate (except as otherwise in this First Mortgage permitted) so that there will be or occur no forfeiture or penalty under any of said leases.

SECTION 15. The Company covenants and agrees that it will not pay the principal of, purchase or redeem any bonds, notes or other similar obligations issued and outstanding under, and secured by, any mortgage or deed of trust of the Company junior in lien to the lien of this First Mortgage, so long as any of the bonds issued hereunder are outstanding.

#### ARTICLE III

##### REDEMPTION OF BONDS.

SECTION 1. Upon previous notice, given as hereinafter provided, the Company may, at its election, pay off and redeem, at any time prior to maturity, any or all of the bonds at the principal amount thereof and accrued interest.

If, at any time, the Company desires to redeem less than all of the bonds outstanding, it shall, prior to the giving of notice as hereinafter provided, notify the Trustee of the amount of bonds which it desires to redeem, and the Trustee shall then determine by lot the particular bonds to be so redeemed, all in such manner as the Trustee may, in its unrestricted discretion, determine. The Company agrees, in redeeming any of the bonds, to comply on demand of the Trustee, with any usage and with any rules or regulations of any Stock Exchange on which the bonds may be then listed, in respect of notice of redemption or in respect of any other matter relating to such redemption.

SECTION 2. In case the Company shall elect to exercise such right of redemption, it shall give notice thereof by publication at least once a week for four successive weeks prior to the date on which such payment and redemption is to be made, the first

CONTAINED BY