

or interference by or from the trustee or its successor or successors in the said trust until default be made in the Payment of the Principal of the said bonds, or some of them, or until default be made in respect to something herein required to be done by the said Party of the first Part; and until such default be made as aforesaid the said Party of the first Part shall take and use all the earnings, incomes, Profits, rents, tolls and issues of the Premises including the dividends on said stock and interest on said bonds of the Sebastian county coal and mining Company, and dispose of the same in any manner not inconsistent with the terms of this instrument, and shall have the right to vote upon the stock of the Sebastian county coal and mining Company upon Proxies which shall be given to it until such default shall be made. Provided however, that none of the said shares shall be voted so as to authorize the execution and delivery of any mortgage debenture bonds, indebtedness, or lien, in any form whatsoever or to authorize the increase of the capital stock or for anything inconsistent with said indenture.

The railroad company shall have the Privilege up to and including January 1st, 1913, at any half yearly interest Period, of calling in, Paying and extinguishing the entire issue of bonds then outstanding or any Part thereof not less than \$500,000, or multiples thereof at Par and accrued interest in gold coin as aforesaid and thereafter, viz: until January 1st, 1915, of calling in, Paying and extinguishing the remainder of said bonds or any Portion thereof, but not less than \$500,000, or multiples thereof at 102½% and accrued interest in gold coin as aforesaid. And thereafter at any half yearly interest Period at 105% and accrued interest; Provided that in each case notice of such intention be given by advertisement in one or more newspapers of general circulation in Philadelphia, once a week for six weeks next before the date so fixed for Payment. That upon notice so given as aforesaid, interest on said bonds shall cease at such date named for Payment and all subsequent coupons be deemed extinguished and the Principal thereof shall become Payable at the respective figures of Par or 102½% or 105% as the case may be with all the rights and remedies to the holders thereof and the trustee as if the same had matured or otherwise become Payable by the Provisions of the mortgage.

In case bonds less than the entire issue outstanding shall be called in by the railroad company the numbers of said bonds shall be determined by lot, by a drawing made by a notary Public of the city of Philadelphia and the numbers of the bonds so drawn shall be Printed in the advertisement aforesaid.

Fourth And the said railroad company in consideration of the Premises, covenants, Promises and agrees:

1. That having Possession, as aforesaid, it shall and will well and truly Pay off and discharge, or cause to be Paid off and discharged, each and every tax, assessment, or other governmental charge or liability which may, from time to time, be lawfully levied or imposed by competent authority upon the said mortgaged Property and Premises, or upon any Part thereof, the lien whereof might or could be held to be superior to the lien of these Presents, so that the Priority of these Presents shall at all times be duly maintained and Preserved.

II. That it shall and will well and truly Pay, or cause to be Paid, to the holders of the bonds to be issued hereunder, and every one of them, the Principal and interest to grow due thereon respectively at the times, at the rates, and in the manner mentioned therein, and the coupons thereto belonging, according to the true intent and meaning thereof, and without deduction from either said Principal or interest for any tax or taxes which by any Present or future laws may be Payable for or in respect of the said Principal or interest for national, state or municipal purposes; the railroad company hereby agreeing to Pay any such tax or taxes as it may now or hereafter be required by