

twenty years, and the lien of this Indenture shall not attach to any property prior to the lien of such equipment trust agreement, conditional sale agreement, purchase money mortgage or other agreement as a result of such extension, renewal or refunding, but if the Company shall acquire any personal property other than rolling stock for use in the operation of the mortgaged property or for incorporation therein pursuant to any conditional sale agreement or other agreement constituting a right in or a lien on such personal property prior to the lien of this Indenture all obligations incurred by the Company under any such agreement shall be payable in full within six years from the respective dates thereof and may not be extended, renewed or refunded. Nothing herein shall limit the right of the Company to subject to any equipment trust agreement, conditional sale agreement or other agreement any equipment constructed by it, if such agreement shall have been created prior to, or within three years after, the construction of such equipment and if such agreement is created for the purposes of providing for or reimbursing in whole or in part the cost of the construction of such equipment.

The Company without unreasonable delay will pay, or cause to be discharged, or will make adequate provision for the satisfaction or discharge of, all lawful claims and demands of mechanics, laborers and others, which, if unpaid, might by law be given precedence to this Indenture as a lien or charge upon the trust estate, or any part thereof, or the income thereof. Nothing in this Section contained shall require the Company to acquire, pay or discharge any such claim, demand, debt, lien or charge, so long as the Company in good faith shall contest the validity or the amount thereof, unless in the opinion of the Corporate Trustee such action would jeopardize the interests of the bondholders.

SECTION 4.04. The Company, from time to time will pay and discharge, or cause to be paid and discharged, all taxes, assessments and governmental charges, the lien of which would be prior to the lien