

proceeds thereof or income and profits therefrom, over the Bonds and appurtenant-coupons. The Corporate Trustee shall be under no obligation to make any such payment unless furnished in advance with the necessary funds.

SECTION 4.10. The Company, with all convenient speed, at its expense will duly record, register, file, rerecord, reregister and refile this Indenture and every indenture supplemental hereto which hereafter may be executed as may be required by law in order to protect the lien hereof on the property covered hereby or by such supplemental indenture, and will furnish as promptly as practicable after the date of this Indenture and annually on or before the last day of June in each year thereafter to the Corporate Trustee an Opinion of Counsel that the Company has taken all action during the preceding calendar year (or, in the case of the first such Opinion of Counsel, during the period since the date of this Indenture) necessary to comply with the provisions of this Section 4.10.

SECTION 4.11. Subject to the provisions of Articles Five and Twelve hereof, to the extent needful and proper for the efficient and economical operation of its properties the Company will diligently maintain, preserve and keep all of its rights and franchises subject to the lien hereof and every part thereof, and will at all times maintain, preserve and keep its properties subject to the lien of this Indenture in good repair, working order and condition and will from time to time make all needful and proper repairs thereto and renewals and replacements thereof and will at all times keep the lines of railroad and appurtenant facilities subject to the lien hereof supplied with sufficient Equipment, machinery, tools and other supplies for the operation thereof.

SECTION 4.12. Except as otherwise provided herein, any moneys which at any time shall be deposited by the Company with the Corporate Trustee or with any other depository, including any office or agency of the Company maintained pursuant to Section 4.01 hereof, for the purpose of paying the principal of, the premium, if any, or interest on, any of the Bonds, shall be and are hereby assigned, transferred and set over unto the Corporate Trustee, or such other depository, in trust for the respective holders of the Bonds or coupons or claims for interest, for the purpose of paying which said moneys shall have been so deposited, and, in the event of the appointment of a Receiver, such Receiver shall have no right, title or interest in