ARTICLE FOUR.

PARTICULAR COVENANTS OF THE COMPANY.

SECTION 4.01. The Company will duly and punctually pay or cause to be paid the principal of, and the premium, if any, and interest on, the Bonds, at the dates and places and in the manner prescribed herein and in the Bonds, with interest, to the extent permitted by law, on any overdue installments of interest at the respective rates borne by the Bonds on which such interest is in default. When and as paid, all Bonds, together with the

coupons thereto appertaining, if any, shall be cancelled.

At all times until the payment of the principal of the Bonds, the Company will maintain an office or agency in the Borough of Manhattan, City and State of New York, where such of the Bonds and coupons as are payable there may be presented for payment and where such of the Bonds as are there registrable or exchangeable may be presented for registration or exchange and where notices and demands in respect of any and all Bonds and coupons may be served and made. In case any Bonds are made payable, registrable or exchangeable in any other city, the Company will also maintain, so long as any of such Bonds are outstanding, an office or agency in such other city where such Bonds and appurtenant coupons, if any, may be presented for payment or where such Bonds may be presented for registration or exchange and where notices and demands may be served and made. The Company will give notice to the Corporate Trustee of the location of any such agency or agencies and of any change of location thereof, and in case the Company shall fail to maintain any such office or agency or shall fail to give such notice, presentation may be made and notices and demands may be served and made at the principal office of the Corporate Trustee. The Company designates the principal office of the Corporate Trustee as such office or agency for all of the above purposes.

SECTION 4.02. All lines of railroad and appurtenances and other property of every kind which the Company has covenanted by this Indenture to convey or pledge or assign to the Trustees and all property at any time acquired by the Company and provided by this Indenture to become subject to this Indenture shall, immediately upon the acquisition thereof by the Company and without any further conveyance or assignment, become