

or assigns, unless the Joliette Company and the Pacific Company shall, in writing, under their respective corporate seals, and in pursuance of resolutions passed by their respective boards of directors, agree that it, or some portion or portions of it, shall thereafter be paid to some party or parties, or some class of persons other than the Joliette Company, in which event it shall be paid as they so agree.

13. If, at any time, the Joliette Company shall request the Pacific Company to enter into an undertaking (by way of guaranty) to pay the interest on the bonds so to be issued by the Joliette Company as aforesaid, or the interest upon any bonds, debentures, debenture stock or other securities which may hereafter be issued, or any part thereof, direct to the respective holders thereof, then, and as often as such request shall be made, the Pacific Company shall accede to it, and, if desired, shall place such guarantee upon such bonds, debentures, debenture stock or other securities, and every sum which the Pacific Company, in pursuance of any such undertaking or guaranty shall pay as interest on the said bonds, debentures, debenture stock or other securities, shall satisfy *pro tanto* the rental which it herein covenants to pay as aforesaid.

14. The Pacific Company shall be entitled to the same rights and powers in respect of the said bonds or other securities, the principal of which shall be redeemed by the Pacific Company as the holders thereof had at the time of such redemption.

15. The Pacific Company will join in any mortgage or mortgages or other documents which may be necessary to secure any bond, debenture or debenture stock issue or issues of the Joliette Company, made under the provisions of this indenture, so that the interests and rights of the Pacific Company under this indenture shall be subject to any such bond, debenture, or debenture stock issue or issues.

16. The Pacific Company will, at all times during the continuance of the said term, well and sufficiently manage and operate and keep each portion of the said demised railway in good repair, order and condition, and will pay and satisfy all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, which at any time during the said term be charged upon the said demised railway or any part thereof, or upon the Joliette Company on account thereof; and will perform the obligations of the Joliette Company in respect of the operation of the said demised railway, including those respecting right of way and crossings.

17. The Pacific Company will, at the expiration or other sooner determination of the said term, peaceably surrender and yield up unto the Joliette Company, its successors or assigns, the said demised railway with the appurtenances, together with all buildings, erections, fixtures, betterments and improvements thereon, in good and substantial repair and condition.

18. The Pacific Company will, during the said term, do all acts, matters and things which may be necessary for the preservation of the property, rights and franchises of the Joliette Company, and for keeping alive its incorporation for all the purposes mentioned in its Act of incorporation and other Acts relating to the Joliette Company and will, from time to time, and at all times, observe and perform all duties imposed upon the