

been transferred to or pledged with the Trustee pursuant to any provisions of this Indenture; and (3) from time to time (subject to the covenants in respect thereof in this Section contained), upon the request of the Railroad Company, the Trustee shall deliver to it the coupons for such interest, in order that the Railroad Company may receive payment thereof for its own use, or cause the same to be canceled, and shall deliver to the Railroad Company suitable orders in favor of the Railroad Company, or its nominee, for the payment of such interest and dividends, and the Railroad Company may collect such coupons, interest and dividends, but not by any proceedings which the Trustee shall deem to be prejudicial to the trusts hereunder, and (4) the Trustee at once shall pay over to the Railroad Company any such interest and dividends which may be collected or received by it. Of any such coupon delivered to the Railroad Company hereunder shall not, as aforesaid, forthwith be paid or canceled, the Railroad Company shall return the same to the Trustee, and in case of the payment of any such coupon, shall, upon demand of the Trustee, furnish satisfactory evidence of the cancellation and extinguishment thereof. Provided, however, and it is hereby declared and agreed that, except as herein otherwise expressly provided, (1) the Railroad Company shall not be entitled to receive, and the Trustee shall not pay over to the Railroad Company, any principal of any bond pledged or assigned to the Trustee hereunder; (2) the Railroad Company shall not be entitled to receive, and the Trustee shall not pay over, any principal or interest on any such bond, or other obligation, which shall have been collected or paid out of the proceeds of any sale of the property covered by a mortgage securing such bonds, or out of the proceeds of the sale of any other property of the company liable upon such bond or other obligation in case of a dissolution or liquidation of such company; it being the intention that the Railroad Company shall only be entitled to receive payments made out of the rents, revenues, income or proceeds of operation of such properties; (3) the Railroad Company shall not sell, assign or transfer any such coupon, or right to interest or dividends, delivered or assigned to it, or any such other claim, except subject to this Indenture; (4) the Railroad Company shall not collect any such coupons or interest, or any