

Mortgaged property and premises shall have been appointed, or unless the Trustee shall be in possession thereof under the power of entry hereinafter conferred, or by the voluntary action of the Railway Company, the Trustee shall not collect or be entitled to collect, except upon the request of the Railway Company, the interest on any of the bonds assigned to or pledged with the Trustee under any of the provisions of this indenture. Unless the Railway Company be in default as aforesaid, or unless a receiver shall have been appointed or the Trustee shall be in possession as aforesaid, the Railway Company shall be entitled to receive the interest paid and dividends declared in respect of any bonds or stocks transferred to, or pledged with the Trustee pursuant to any of the provisions of this indenture, and the Trustee shall at once pay over to the Railway Company any such interest and dividends collected or received by it, and from time to time, upon the request of the Railway Company, shall deliver to it the coupons for such interest in order that the Railway Company may receive payment thereof for its own use, and shall deliver to the Railway Company suitable orders in favor of the Railway Company or its nominee for the payment of such dividends, and the Railway Company may, with the assent of the Trustee, collect such coupons and dividends in any manner which the Trustee shall deem not to be prejudicial to the trust hereunder. Provided, however, and it is hereby expressly declared and agreed: (1) That the Railway Company shall in no event be entitled to receive, and the Trustee shall in no event pay over to the Railway Company, any interest on any of the bonds pledged or assigned to the Trustee hereunder which shall be collected or paid out of the proceeds of the sale of any property covered by a Mortgage securing such bonds, by enforcement of the lien of such Mortgage, or out of the proceeds of the sale of the property of the Company liable upon such bonds in case of a liquidation or dissolution of such Company; (2) That the Railway Company shall not sell, assign or transfer any of such coupons or dividend claims delivered or assigned to it; (3) That the Railway Company shall not collect any such coupons by legal proceedings or by enforcement of any remedy for such coupons, except with the assent of the Trustee, nor in any manner which the Trustee shall deem prejudicial to the trust hereunder; and (4) That until actually paid and discharged such coupons and dividend claims shall remain subject in all respects to the lien of this indenture. The Railway Company covenants that, if any such coupons delivered to it as aforesaid shall not be forthwith voluntarily paid as aforesaid and canceled, it will return the same to the Trustee, and that, in case of the payment of such coupons, it will upon demand of the Trustee furnish satisfactory evidence that the same have been canceled. See 3. Unless the Railway Company shall be in default in the payment of the interest or principal of some of the bonds secured hereby, or some part of such principal or interest, or unless a receiver of its mortgaged premises shall have been appointed, or unless the Trustee be in possession thereof under