

that the same shall be held by the Trustee under said General Mortgage with all the powers, rights and discretions and subject to all the provisions therein set forth; and it is hereby expressly declared and covenanted that unless the Railway Company shall be in default in the payment of some principal of some of the bonds hereby secured, or of some interest thereon after the same has been determined and declared payable as hereinbefore provided, or unless a receiver of the mortgaged property and premises shall have been appointed hereunder, or unless the Trustee shall have entered into possession of the mortgaged property and premises under the power of entry herein after conferred, or by the voluntary action of the Railway Company, all the said bonds, coupons, stocks, claims, indebtedness and other property may be used, held, applied and disposed of, as provided in said General Mortgage, and under and pursuant to any of the provisions thereof, as well by the Railway Company as by the Trustee under said General Mortgage, as though this indenture had not been made. None of the particular provisions contained in this indenture shall be construed as limiting the general provisions contained in this Section. Sec. 2. It is hereby particularly declared and covenanted that unless the Railway Company shall be in default as aforesaid, or unless a receiver of the mortgaged property and premises shall have been appointed hereunder, or unless the Trustee shall have entered into possession of the mortgaged property and premises 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 receive or collect, except upon the written request of the Railway Company, the interest on any of the bonds or the dividends on any of the stock subject to the lien of this indenture; that the Railway Company shall be entitled to receive the interest paid and dividends declared in respect of all the bonds and stocks, subject to this indenture; that the Railway Company shall be entitled to vote upon all shares of stock, subject to the lien of this indenture, for all purposes not inconsistent with the provisions thereof, and that the Trustee, from time to time, upon the written request of the Railway Company, shall execute such power of attorney, proxy or other instruments as may be required to enable the Railway Company to vote upon said shares and to collect or to receive such interest and dividends. Sec. 3. It is further hereby particularly declared and agreed that nothing contained in this indenture shall prevent the consolidation or merger of any one or more of the companies, shares of the capital stock of which are subject to the lien of this indenture, with the Railway Company or with any other company of whose capital stock the Railway Company shall own not less than ninety five per centum, or the sale of the property of any such company to the Railway Company or to any such other company; but such consolidation,