

and Refunding Bonds, in any manner other than in accordance with the provisions of this indenture, and the agreements in that behalf herein contained; and in issuing, selling, negotiating or otherwise disposing of the First and Refunding Bonds, from time to time, it will well and truly apply or cause to be applied the same, or the proceeds thereof, to and for the purposes hereonprescribed, and to and for no other or different purpose.

Section IO. The Railway Company will keep its property provided for use in connection with its business, now or at any time hereafter covered by this mortgage, of the character usually insured by street railway companies, insured to the extent that such property pay the premiums for such insurance. If the Railway Company shall not effect such insurance or keep the same in force the Trustee may do so, but shall be under no obligation so to do, nor shall the Trustee be under any obligation to collect any insurance in case of loss.

ARTICLE THREE.

As to Bonds and Stocks Pledged Hereunder.

Section I. Unless the Railway Company shall be in default in respect of some covenant in said bonds or in this indenture contained, the Trustee (except with the assent of the Railway Company) shall not collect or be entitled to collect the interest of any bonds at any time pledged with the Trustee under this indenture; and the Railway Company shall be entitled to receive all interest paid or dividends declared in respect of any bonds or stock transferred to or pledged with the Trustee pursuant to any of the provisions of this indenture, and from time to time upon the request of the Railway Company, the Trustee 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 or nominees, for the payment of such dividends; and the Railway Company may collect such coupons and dividends, but not by any proceedings which the Trustee shall deem to be prejudicial to the trusts hereunder; and the Trustee shall at once pay over to the Railway Company any such interest or dividends which may be collected or received by it.

If any such coupons delivered to the Railway Company as aforesaid shall not, as aforesaid, be forthwith paid and canceled, the Railway Company shall return the same to the Trustee, and in case of the payment of any such coupon, the Railway Company 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 Railway Company shall not be entitled to receive, and the Trustee shall not pay over to the Railway Company, any principal of any bond pledged with or assigned to the Trustee hereunder; (2) The Railway Company shall not be entitled to receive, and the Trustee shall not pay over, any interest on any bond, which shall have been collected or paid out of the proceeds of any sale of any property covered by a mortgage securing such bonds, or out of the proceeds of a sale of any other property of the company liable upon such bonds, in case of a dissolution or liquidation of such company; it being the intention that the Railway Company shall only be entitled to receive payments made out of the rents, revenue, income or profits of any such properties: (3) the Railway Company shall not sell, assign or transfer and such coupons or right to dividend delivered or assigned to it, except subject to this indenture; (4) the Railway Company shall not collect any such coupons by legal proceedings, or by enforcement of any security therefor, except with the assent of the Trustee, nor in any manner which the Trustee shall deem prejudicial to the trusts hereunder; and (5) until actual paid or discharged,