

If any such coupon delivered to the Mortgagor Company as aforesaid shall not be forthwith paid and canceled, the Mortgagor Company shall return the same to the Trustee, and in case of the payment of any such coupon, the Mortgagor Company shall, upon demand of the Trustee, furnish satisfactory evidence of the cancelation and extinguishment thereof.

Provided, however, and it is hereby declared and agreed, that, except as herein otherwise expressly provided, (1) the Mortgagor Company shall not be entitled to receive, and the Trustee shall not pay over to the Mortgagor Company any sums paid to it on account of the principal of any bond or other obligation of any corporation pledged with or assigned to the Trustee hereunder or any sums paid to the Trustee upon the shares of stock of any corporation held by it hereunder, unless the same shall have been paid out of the income or surplus of such corporation; (2) the Mortgagor Company shall not be entitled to receive, and the Trustee shall not pay over any interest on any such bond or other obligation 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 other obligation, or out of the proceeds of a 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 or otherwise; it being the intention that the Mortgagor Company shall only be entitled to receive payments made out of the rents, revenues income or profits; (3) until actually paid or discharged, all such interest and dividends shall, in all respects, remain subject to the lien of this Indenture.

Section 2. Any sums of money received by the Trustee under the provisions of section 1 of this Article, which it is not authorized to pay over to the Mortgagor Company, shall be held, used and paid over as provided in section 7 of this Article. The Trustee shall not be bound at any time to inquire into the source from which any moneys paid over to it under the provisions of section 1 of this Article have been derived, and the Trustee shall incur no liability by the payment of any moneys as provided in this section.

Section 3. Unless the Mortgagor Company shall be in default in respect of some covenant in said bonds or in this Indenture contained, the Mortgagor Company shall have the right to vote upon all shares of stock which may be at any time pledged hereunder, for all purposes not inconsistent with the provisions or purposes of this Indenture, and with the same force and effect as though such pledge had not been made, and from time to time, upon demand of the Mortgagor Company, the Trustee forthwith shall cause to be executed and delivered to the Mortgagor Company, or its nominees, suitable powers of attorneys or proxies for such purposes. In case the Mortgagor Company shall make any such default the Trustee during the continuance thereof in addition to the other remedies herein provided shall revoke any assignments or other orders in favor of the Mortgagor Company or its nominee or nominees, by it executed, enabling the Mortgagor Company to collect and receive interest or dividends on stocks, bonds or other obligations pledged hereunder, and may, itself, collect and receive all such interest and dividends; and it may further revoke any such powers of attorney or proxies as it may have given to the Mortgagor Company or its nominees, and may vote, in its absolute discretion, upon any such shares of stock; and any sums so collected or received shall be applicable, after deducting therefrom all proper charges, costs and expenses, to the payment of interest or other moneys then or thereafter due on the bonds secured by this Indenture; but after any default shall have been made good, or shall have been waived, the right of the Mortgagor Company to receive and collect such dividends or interest and to vote upon such shares, and the duty of the Trustee to execute such assignments, orders, powers of attorney and proxies, shall revive and continue as though such default had not taken place.