maintaining, preserving, renewing or extending the corporate existence of any company, any part of whose stock shall be held by the Trustee hereunder, and for such purposes, from time to time, may sell, assign, transfer and deliver so many shares of the stock of the several companies as may be necessary to qualify persons to act as directors of, or in any other official relation to, said companies. Whenever the Railway Company shall in writing so request (which request shall state that the Railway Company has no shares for that purpose under its control other than shares held under this indenture), the Trustee shall assign and transfer to persons designated by the Railway Company, a sufficient number of any shares that then shall be helf by the Trustee hereunder, to qualify such persons to act as directors of, or in any official relation to, the several companies which issued such shares; provided, however, that under this provision no transfer shall be made which shall reduce the amount of stock in any such company held by the Trustee, so as to render it less than a controlling interest in such stock; and in every case the Trustee shall make such arrangements as it shall deem necessary for the protection of the trust hereunder in respect of the shares so assigned.

Sec.4. Unless and until a receiver shall have entered into possession of the railways or some of them constituting part of the mortgaged and pledged premises; or unless and until the Trustee shall have entered into possession of said railways or some of them or a part thereof, under the powers herein granted; or unless and until there shall be a default (1) in the payment of any interest on any first mortgage gold bond or bonds at any time outstanding; or (2) in the payment of the principal of any first mortgage gold bond; or (3) in the payment of any interest on; or of the principal of, any outstanding bond secured by any mortgage or instrument of conveyance or assignment in trust at the time constituting a prior lien on the mortgaged and pledged premises, or on part thereof; or (4) in the due observance or performance of any other covenant or condition in this indenture required to be kept or performed by the Railway Company, and such last-mentioned default shall have continued for a period of six months after written notice thereof shall have been given by the Trustee to the Railway Company,

- (a) The Trustee shall not (except with the assent of the Railway Company) collect or be entitled to collect the principal or interest of any bonds, or of any other claims or indebtedness hereafter subject to this indenture, whether at or before or after the maturity of such bonds or other claims or indebtedness, and shall not enforce any provision of the mortgages, trust deeds or other instruments under which such bonds or other obligations shall be or shall have been issued, or by which the same are secured;
- (b) The Railway Company shall be entitled to receive all interest paid in respect of all such bonds or obligations and the dividends on all shares of stock which shall be subject to this indenture although the same may have been transferred to the Trustee;
- (c) From time to time (subject to the covenants in respect thereof in this section contained), upon request of the Railway Company, the Trustee shall deliver to the Railway Company all coupons for such interest then in the possession of the Trustee, in order that the Railway Company may receive payment thereof for its own use, or may cause the same to be canceled; and the Trustee shall deliver to the Railway Company, suitable orders in favor of the Railway Company, or its nominee, for the payment of such interest and dividends, and the Railway Company may collect such