

coupons, interest and dividends (but not by any proceeding which the Trustee shall deem prejudicial to the trusts hereunder), and the Trustee upon demand shall pay over to the Railway Company all such interest and dividends which may be collected or be received by the Trustee; and

(d) The Railway Company, for its own use, shall be entitled to demand and receive and collect (but not by any proceeding which the Trustee shall deem prejudicial to the trusts hereunder) and may release and discharge the principal and interest of all such claims or indebtedness subjected to the lien of this indenture under Section 7 of Article Four hereof, and upon request of the Railway Company the Trustee shall execute any re-assignments or releases which may be required for that purpose;

Provided, however, and hereby it is declared and agreed that except as in this indenture otherwise expressly provided,

(1) The Railway Company shall not be entitled to receive and the Trustee shall not pay over to the Railway Company the principal of any bonds or obligations subject to this indenture;

(2) The Railway Company shall not be entitled to receive and the Trustee shall not pay over any interest on any bonds, obligations, claims or indebtedness subject to this indenture or the dividends on any such shares of stock which shall have been collected or paid out of the proceeds of any sale or condemnation of the property covered by a mortgage or deed of trust or trust agreement securing such bonds or obligations or out of the proceeds of the sale of any other property of the company liable upon such bonds, obligations, claims or indebtedness in case of a dissolution or liquidation of such company; it being the intention that the Railway Company shall be entitled to receive only payments made out of the rents, revenues, income or proceeds of operation of such properties;

(3) The Railway Company shall not sell, assign or transfer any such coupon or right to interest or dividends delivered or assigned to it, or any other such claim or indebtedness, except subject to this indenture;

(4) The Railway Company shall not collect any such coupons or interest or dividends, or any other such claims or indebtedness, by legal proceedings or by enforcement of any security therefor, except with the written assent of the Trustee, nor in any manner which the Trustee shall deem prejudicial to the trusts hereunder; and

(5) Until actually paid, released or discharged, every such coupon or right to interest or dividends, and all other such claims and indebtedness shall remain subject to the lien of this indenture.

The Trustee shall be entitled to assume that any interest received by it on any bond or other obligation, claim or indebtedness, or any dividends received on any shares of stock, is paid out of rents, revenues, income or proceeds of operation, until it is notified in writing to the contrary; and in the absence of any such written notification it shall be conclusively presumed as between the Trustee and the bondholders, that, in making any payments thereof to the Railway Company, the Trustee acted in good faith.

If any such coupons or if any evidence of any such claim or indebtedness, delivered to the Railway Company hereunder, shall not as aforesaid forthwith be paid or canceled, the Railway Company shall return the same to the Trustee, and, in case of the payment of any such coupon, claim or indebtedness, shall, upon the demand of the Trustee, furnish satisfactory evidence of the cancellation and extinguishment thereof.

Sec.5. In case any sum shall be paid on account of the principal of any bonds or