

of any obligations subject to this indenture (except claims or indebtedness subjected to the lien of this indenture under Section 7 of Article Four hereof), or in case any sum shall be paid on account of the interest on any such bonds or obligations, out of the proceeds of the sale of property covered by a mortgage or trust deed securing such bonds or obligations, or in case, upon the dissolution or liquidation of any company, any sum shall be paid upon any bonds or shares of stock or any claims against or indebtedness of such company subject to this indenture (except claims or indebtedness subjected to the lien of this indenture under Section 7 of Article Four hereof), then in any such case any such sum, unless applied on account of the purchase price of property purchased pursuant to Section 7 of this Article, shall be received by the Trustee and shall, from time to time, be paid over by the Trustee to the Railway Company to reimburse it for expenditures by it made for any purpose for which bonds or their proceeds may be used under Section 3 of Article Two hereof, upon certificates of such expenditures, signed by the President or a Vice-President or Chief Engineer and by the Comptroller or Auditor or Treasurer of the Railway Company, and otherwise subject to the provisions and restrictions of said section. Such certificates shall be in the form required by Section 3 of Article Two hereof and shall be full protection to the Trustee for its action on the faith thereof.

Sec.6. Unless and until some one of the events described in the first paragraph of Section 4 of this Article Five shall have happened, the Railway Company shall have the right to vote upon all shares of stock subject to this indenture for all purposes not contrary to its covenants herein contained or otherwise inconsistent with the provisions or purposes of this indenture, and with the same force and effect as though such shares were not subject to this indenture; and from time to time, upon demand of the Railway Company, the Trustee forthwith shall execute and deliver, or shall cause to be executed and delivered, to the Railway Company, or to its nominees, suitable powers of attorney or proxies to vote upon any shares of stock which shall have been transferred to the Trustee or to its nominees. Specifically but without limitation of the general powers in this section or elsewhere herein reserved to the Railway Company, or to the owner or owners of any shares of stock pledged hereunder, the Railway Company shall have the right so to vote all shares of stock pledged hereunder in favor of the creation by any company of whose capital stock the greater part shall be pledged hereunder, of mortgages or other liens or charges, upon any additional property subsequent to the date of this indenture acquired by any such company. A certificate signed by the President or a Vice-President or the Chief Engineer and by the Comptroller or Auditor or Treasurer of the Railway Company, specifying such additional property acquired by any such company, shall be received by the Trustee as conclusive evidence of the truth of the statements therein set forth, and shall be full warrant and protection to the Trustee for its action on the faith thereof.

Sec.7. In case default shall be made in the payment of the principal or interest of any bonds or obligations which shall have been delivered to and shall be held by the Trustee hereunder, or of any other bonds then secured by the same mortgage or deed of trust as such bonds held by the Trustee, then and in any such case, if the Trustee shall hold more than ninety per cent. in amount of the entire issue of such bonds or obligations in default, the Trustee, without prejudice, however, to its right to claim a default under this indenture, or to assert any right consequent upon