

PIONEER, INC., TACOMA—156769

except subject to this indenture; (4) that the Railway Company shall not collect any such coupons or other claims or indebtedness 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 trust hereunder; and (5) until actually paid or discharged every such coupon or right to dividends and other claims and indebtedness shall in all respects remain subject to the lien of this indenture.

Nothing in this Section contained shall affect or impair any of the provisions of Article Eight hereof.

Sec. 2. In case any sum shall be paid on account of the principal of any bond pledged with the Trustee hereunder or shall be paid upon the dissolution or liquidation of any company upon any shares of stock of such company held by the Trustee hereunder or upon any such claims against or indebtedness of such company, as mentioned in Section 1 of this Article, then, in any such case (unless applied as in Section 5 of this Article provided), any such sum shall be received by the Trustee and shall (except as provided in Section 4 of Article Eight hereof) be held, used and paid over as part of the Cash Fund under Section 3 of Article Eight hereof.

Sec. 3. Unless the Railway Company shall be in default, and such default shall have continued in any case as specified under (a), (b), or (c) of Section 1 of this Article, or unless in the case (d) specified in said Section, the Trustee shall have entered, or shall have elected to enter, into possession, or unless the Railway Company shall have voluntarily surrendered possession of the mortgaged premises as hereinafter authorized, the Railway Company shall have the right to vote upon all shares of stock 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 Railway Company, the Trustee forthwith shall execute and deliver to the Railway Company, or its nominees, suitable powers of attorney or proxies for such purposes.

Sec. 4. The Trustee shall be authorized to cause to be registered in its name as Trustee any and all coupon bonds pledged with it hereunder, or which at any time hereafter may be pledged with it under any of the provisions of this indenture, or to cause the same to be exchanged for registered bonds of any denomination without coupons, or to cause the same to be stamped "Not negotiable. Held by the Mercantile Trust Company, as Trustee, under the Prior Lien Mortgage of the Northern Pacific Railway Company, dated November 10th 1896." The Trustee shall cause to be transferred into its name as Trustee hereunder all registered bonds and all shares of stock delivered and assigned to it or which at any time hereafter may be delivered and assigned to it as security hereunder.

The Trustee may do whatever may be necessary for the purpose of maintaining or preserving the corporate existence of any and all companies, any of whose shares shall, at any time, be pledged hereunder, and for such purposes, from time to time, it may sell, assign, transfer and deliver so many shares of the stocks 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; provided, however, that under this provision no transfer shall be made which shall reduce the amount of stock in any company, held by the Trustee, so as to render it less than a controlling interest in such stock; and in any such case the Trustee may make such arrangements as it shall deem necessary for the protection of the trust hereunder.

Sec. 5. If any default shall be made in the payment of the principal or interest of any mortgage bonds at any time pledged hereunder, or of other bonds secured by the same