

YAKIMA BINDERY & PRG. CO. 167297

interest on any such bond or any principal or interest of any such other claim or indebtedness 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 out of the proceeds of the sale of any other property of the company liable upon such bonds, claims, or indebtedness, in case of a dissolution or liquidation of such company, it being the intention that the Railway Company shall only be entitled to receive 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 dividend, 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 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 such other claims and indebtedness shall in all respects remain subject to the lien of this indenture.

Sec. 4. In case any sum shall be paid on account of the principal of any bond subject to the lien hereof, or shall become payable, upon the dissolution or liquidation of any company, upon any shares of stock of such company subject to the lien hereof, or upon any such claims against or indebtedness of such company, as mentioned in Section 3 of this Article, then, in any such case (unless applied as in Section Seven of this Article provided), any such sum, unless received by the trustee of said Prior Lien Mortgage upon the trusts thereof, shall be received by the Trustee hereunder and shall be held, used and paid over as a part of the Cash Fund under Section 3 of Article Eight hereof.

Sec. 5. 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 3 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 at any time subject to the lien hereof, for all purposes not inconsistent with the provisions or purposes of this indenture; and, whenever any such shares shall have been transferred to and shall be held by the Trustee hereunder, the Trustee, from time to time, upon demand of the Railway Company, forthwith shall execute and deliver to the Railway Company, or its nominees, suitable powers of attorney or proxies for such purposes.

Sec. 6. When and as any coupon bonds shall be delivered to and pledged with the Trustee hereunder, the Trustee shall be authorized to cause the same to be registered in its name as Trustee, or to cause the same to be stamped: "Not negotiable. Held by The Farmers' Loan and Trust Company, as Trustee under the General Lien Mortgage of the Northern Pacific Railway Company, dated November 10th, 1896." When and as any registered bonds or shares of stock shall be delivered and assigned to the Trustee as security hereunder, the Trustee shall cause such registered bonds and shares of stock to be transferred into its name as Trustee hereunder.

The Trustee may do whatever may be necessary for the purposes of maintaining or preserving the corporate existence of any and all companies any of whose shares shall, at any time, be subject to the lien hereof, and for such purposes, from time to time, whenever shares of such companies subject to the lien hereof shall have been transferred to and shall be held by the Trustee hereunder, it may sell, assign, transfer and deliver so many of such shares 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,