

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, now or 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 provisions 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 (except stock dividends and such cash dividends as may be payable upon or at the dissolution, liquidation or winding up of any company) on all shares of stock which shall be subject to this indenture although the same may have been transferred to the Trustee; and

(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, as they mature, (except coupons belonging to all bonds secured by a lien prior to the lien of this indenture, upon any of the railways or other property of whatsoever character constituting part of the mortgaged and pledged premises, which shall be cancelled before delivery to the Railway Company), in order that the Railway Company may receive payment thereof for its own use, or may cause the same to be cancelled; 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 such dividends as, under paragraph (b) of this Section 5, the Railway Company is entitled to receive, and the Railway Company may collect such 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;

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

(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 bond 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 such bonds, or the principal of, or interest on, any other such obligations, claims or indebtedness, which shall have been collected or paid out of the proceeds of any sale or condemnation of the 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, 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