

however, shall prevent a Subsidiary from issuing, selling or otherwise disposing of any obligations not secured by mortgage upon its property.

The Company shall not use or vote, or permit to be used or voted, any stock pledged hereunder for any purpose contrary to its covenants herein contained or otherwise inconsistent with the provisions or purposes of this mortgage.

Section 3. Unless in default hereunder, to the knowledge of the Trustee, the Company shall be entitled to receive all interest or cash dividends paid or declared out of earnings or surplus in respect of any obligations or stock of a Subsidiary pledged hereunder, and from time to time, upon request of the Company, the Trustee shall forthwith deliver to it as they mature, the coupons for such interest, in order that the Company may receive payment thereof for its own use, and shall deliver to the Company, if necessary, suitable orders in favor of the Company or its nominee or nominees, for the payment of such interest and dividends, and the Company may collect such interest and dividends, and the Trustee shall at once pay over to the Company any such interest or dividends which may have been collected or received by it; provided, however, that:

(1) The Company shall not sell, assign or transfer any coupon or right to such interest or dividends delivered or assigned to it;

(2) It shall not collect any such coupons or interest by legal proceedings or by the enforcement of any security therefor without the prior written assent of the Trustee, nor in any manner which the Trustee shall deem pre-judicial to the bonds issued hereunder;

(3) Until actually paid or discharged, every such coupon or right to interest or dividend shall in all respects remain subject to the lien of this mortgage;

(4) If any such coupons so delivered to the Company shall not forthwith be paid or canceled, the Company shall return the same to the Trustee, subject to the right to have the same re-delivered to the Company for payment or cancellation, and in case of payment or cancellation of any such coupon or claim for interest, the Company shall, upon demand, furnish to the Trustee satisfactory evidence thereof.

The Trustee shall be entitled to assume that any interest received by it on any bond or other security, or any dividend received on any share of stock, of a Subsidiary, is paid out of earnings or surplus derived from operation, unless it is notified in writing to the contrary by any bondholder, and in the absence of any such written notification it shall conclusively be presumed, as between the Trustee and the bondholders, that the Trustee in making any payments thereof to the Company acted in good faith.

Section 4. The Trustee shall be entitled to receive all moneys paid on account of the principal of any bonds or other securities of a Subsidiary held in pledge by it, and all ~~stock~~ dividends on any shares of stock so held in pledge, and all moneys at any time payable in respect of shares of stock, bonds or other securities of any Subsidiary so held in pledge, derived from any sale of the property of such Subsidiary on foreclosure, or on dissolution or liquidation thereof, or upon any proceeding in condemnation, or from any other source. The shares of stock and all moneys so received shall be held by the Trustee, in trust, as additional security for the payment of the principal and interest of the bonds issued under this Mortgage, and such moneys shall be disposed of by the Trustee under the provisions of Article X hereof, except as in the next paragraph of this section otherwise provided.

The bonds of any Subsidiary held by the Trustee hereunder shall be subject to redemption through the operation of the sinking fund provisions, if any, of the mortgages or other instruments securing the same, respectively. Upon the written request of the company, signed by its President or Vice president and its treasurer