

amount of or dividends upon any stock pledged or assigned hereunder made from the capital of the corporation involved; (2) until actually paid, released or discharged, every coupon or right to interest or dividends shall remain subject to this Indenture, and if any such coupons delivered to the Company shall not as aforesaid forthwith be paid and cancelled, the Company will return the same to the Trustee, and in case of the payment of any such coupon will, upon demand of the Trustee, furnish satisfactory evidence of the cancellation and extinguishment thereof. Subject to the provisions of said First Mortgage, the Company hereby authorizes and directs all companies whose stocks, and all persons and companies whose bonds or other obligations or indebtedness are held hereunder to pay to the Trustee hereunder any such dividends or interest or amounts not receivable by the Company as aforesaid.

490 The Trustee shall be entitled to assume that any interest received by it or by the Company or any bond or other obligation or indebtedness of any subsidiary, or any dividend received on any shares of stock of any subsidiary, is not paid from capital, unless it is notified in writing to the contrary, and in the absence of any such written notification it shall be conclusively presumed as between the Trustee and the bondholders that the Trustee in making any payments thereof to the Company acted in good faith.

COMPAIRED BY *PS*
In case any bond or obligation or other indebtedness now or hereafter held by the Trustee subject to this Indenture shall mature, the Trustee shall, if so requested by the Company and if an event of default shall not have happened and be continuing, continue to hold the same or extend the payment of the same or accept a new bond or obligations or other indebtedness of the same debtor or his successor of equal value in place thereof, unless, in the opinion of the Trustee, it shall be against the interest of the holders of the bonds so to do, in which event the Trustee shall take such steps as it deems advisable to collect the same and in the latter event the Trustee shall not be liable to anyone for its action or inaction in the premises, and may refuse to proceed with the collection of such bond, obligation or other indebtedness unless fully indemnified.

SECTION 4. In case any sum shall be paid on account of the principal of any bonds or other obligations or indebtedness subject to the lien hereof, or on account of principal of or interest on any such bonds or other obligations or indebtedness or on account of the par amount of or dividends upon any stock pledged or assigned hereunder from the capital of any subsidiary, or in case upon the liquidation or dissolution of any subsidiary any sum shall be paid upon any such bonds or other obligations or indebtedness or upon any shares of stock of any such subsidiary pledged or assigned hereunder, then in every such case any such sum, unless applied on account of the purchase price of property purchased pursuant to Section 6 of this Article, shall be paid to and received by the Trustee or the trustee under the First Mortgage of the Company, and if paid to the Trustee, shall be applied as hereinafter provided with respect to the proceeds of released property.

SECTION 5. Unless and until some one of the events of default defined in Section 2 of Article VI of this Indenture shall have happened, the Company shall have the right to vote 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, upon all shares of stock assigned or pledged hereunder, and, subject to the provisions of said First Mortgage, from time to time upon demand of the Company the Trustee forthwith shall execute and deliver or shall cause to be executed and delivered to the Company, or to its nominee, powers of attorney or proxies to vote upon any shares of stock, which shall have been transferred to the Trustee or its nominee or nominess. The Company agrees that it will not vote or permit