

that may be declared on any shares of the capital stock of other corporations or associations that shall have become subject to this Indenture; and the Trustee, on demand of the Companies from time to time shall deliver to them suitable assignments and orders for the payment to them of all money dividends that from time to time may be declared or may become payable on such shares of capital stock of other corporations, and the Trustee, from time to time, upon demand by the Companies, shall pay over to them any and all sums which may be received or collected by the Trustee for the dividends upon any such shares of stock.

494 ~~COMPARED~~ In case default shall have been declared against the Companies, as provided in Section 1 of Article Eight hereof, then during the continuance of such default, the Trustee may revoke any such assignments or orders, and may collect and receive all such dividends on such stock. All sums so collected or received by the Trustee, after deducting all expenses incurred by the Trustee in the premises, shall be applied by the Trustee as follows: In case the principal of the bonds hereby secured shall not have become due (1) to the payment of any interest in default upon the bonds hereby secured in the order of the maturity of the installments of such interest, with interest on the overdue installments thereof at the rate of seven (7%) per cent. per annum, and (2) to the payment of any other sums that then shall be due and payable by the Companies under the provisions of this Indenture; but in case the principal of the bonds hereby secured shall have become due by declaration or otherwise, then such moneys shall be applied, first, to the payment of the accrued interest (with interest on the overdue installments thereof at the rate of seven (7%) per cent. per annum) in the order of the maturity of such interest installments, and next, to the payment of the principal of all bonds hereby secured, without discrimination or preference. After any such default shall have been made good or shall have been waived, the right of the Companies to receive and to collect such money dividends on such stocks and the duty of the Trustee to execute such assignments and orders shall revive, and shall continue as though such default had not taken place.

SECTION 4. The full and complete voting power of all the shares of stock pledged hereunder (save as hereinafter limited), shall at all times during the trust hereby created be vested in the Trustee, but unless there shall be some continuing default that shall have been declared against the Companies as hereinafter provided in Section 1 of Article Eight of this Indenture, the Trustee, at the request of the Companies from time to time, may execute and deliver to the Companies or to such person or persons as may be designated by resolution of their respective Boards of Directors, or in the absence of such resolution, upon the written authority of the Presidents of the Companies, such proxies or powers of attorney as will enable the Companies, or the person or persons so designated, to vote upon all shares of stock of other corporations or associations that shall have been transferred to the Trustee hereunder, at all meetings, whether general or special, of the shareholders of any such corporation or association, to the same extent and with the same effect (subject to the limitations herein contained) as though such shares were absolutely owned by the Companies and were not subject to this Indenture.

Nevertheless, the voting power of said shares shall not in any case or at any time be conferred or be used or exercised for the purpose of authorizing the sale of all or part of the property of such corporation, unless such sale be made in accordance with the provisions of Article Six of this Indenture, nor shall such voting powers at any time be conferred or be used or exercised for the purpose of authorizing the creation of any secured indebtedness of any corporation or association, shares of the capital stock of which shall be held by the Trustee hereunder, or the creation of any lien or charge upon the property or franchise of any such corporation or association, except (1) in substitution and exchange for alike