

Shares of stock, which shall be subject to this First Mortgage, although the same may have been transferred to the Trustee, and from time to time except as hereinafter provided, upon the written request of the Company signed by its President or a Vice-President the Trustee shall deliver to it any coupons for such interest then in the possession of the Trustee, in order that the Company may receive payments thereof for its own use or may cause the same to be cancelled, and the Trustee or the nominee or nominees of the Trustee in whose name any of the pledged securities may stand shall deliver to the Company suitable orders in favor of the Company or its nominee for the payment of such interest and of such dividends, and the Company may collect such coupons, interest and dividends (but not by any proceeding which the Trustee shall deem to be prejudicial to the trusts hereunder) and the Trustee upon demand shall pay over to the Company any such interest and dividends which may be collected or be received by it or its nominee or nominees; provided, however, that except as in this First Mortgage otherwise expressly provided (1) the Company shall not be entitled to receive and the Trustee shall not pay over to the Company the principal of any of the bonds or other obligations or indebtedness subject to the lien hereof; or any payments on account of principal of or interest on any such bonds or other obligations or indebtedness or on amount of the par 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 First Mortgage, 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. The Company hereby authorized 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.

The Trustee shall be entitled to assume that any interest received by it or by the Company on 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.

In case any bond or obligation or other indebtedness now or hereafter subject to this First Mortgage 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 obligation 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