

receive dividend payments only when made out of net income or earned surplus as reflected on the books of account of the corporation paying the dividend; (b) no Pledgor Company shall sell, assign or transfer any coupon or right to interest or dividends delivered or assigned to it hereunder, or collect any such coupon or interest by legal proceedings or by enforcement in any manner which shall be prejudicial to the trusts hereunder; and (c) until actually paid or discharged, every such coupon or right to interest or dividends and any such claim and indebtedness shall in all respects remain subject to the lien of this Indenture.

The Trustee shall be entitled to assume that any principal or interest received by it on any pledged bond and that any dividend received in money on any pledged stock are not subject to the prohibitions of the preceding paragraph until it is notified in writing to the contrary by the holders of not less than 5% in principal amount of the outstanding Bonds of any series, by the Pledgor Company or by the payer of such interest or dividend.

If any such coupon or any such order for the payment of interest or dividends delivered to any Pledgor Company shall not forthwith be paid or cancelled, such Pledgor Company shall promptly return the same to the Trustee.

In case a Pledgor Company or the Trustee shall receive rights to subscribe to additional securities in respect of any of the securities pledged by such Pledgor Company, such Pledgor Company may exercise or sell such rights in its discretion; provided, however, that subject to the provisions of any applicable Prior Lien Indenture, (a) all securities acquired by exercise of such rights shall forthwith be delivered to the Trustee as pledged securities, (b) all net proceeds from the sale of any such rights shall forthwith be paid to the Trustee to be held as part of the Trust Estate, (c) if such Pledgor Company shall not have elected to exercise or sell such rights five days prior to the expiration