

Book 76

573

\$ 63.50

STATE OF IOWA, )  
 ) ss. the 14<sup>th</sup> day of March  
 A. D. 1922 885 of Clock A. M.  
 Register for Book 76 of Pages 1-167  
 Nethe C. Winship Register for  
 County

#579

Partial For Release of Annexed Mortgage See Mortgage Record 102 Page 312 34-75-76

Partial For Release of Annexed Mortgage See Mortgage Record 104 Page 175 15-74 75-26 = 74 26

Partial For Release of Annexed Mortgage See Mortgage Record 108 Page 15

Partial For Release of Annexed Mortgage See Mortgage Record 110 Page 192

Partial For Release of Annexed Mortgage See Mortgage Record 110 Page 237

17 Feb 21 Record 110 5th St. Charles Ill. Blk 2

18

# FIRST AND REFUNDING MORTGAGE.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

TO

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK

AND

FRAZIER L. FORD, TRUSTEES.

DATED FEBRUARY 1, 1921

QUINTHORP-WARREN PRINTING COMPANY, CHICAGO.

Partial For Release of Mortgage Record 122 MTB 571  
 tract in 23-75-26

Partial FOR RELEASE OF ANNEXED MORTGAGE SEE MORTGAGE RECORD 137 PAGE 687  
 13-75-26

**An Indenture**, dated the first day of February, 1921, by and between **CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**, a corporation created and existing under the laws of the State of Illinois, hereinafter called the "Railroad Company," party of the first part, and **THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK**, a corporation, created and existing under the laws of the United States of America, hereinafter called the "Corporate Trustee," and **FRAZIER L. FORD**, a citizen of the State of Missouri, hereinafter called the "Individual Trustee," the Corporate Trustee and the Individual Trustee, collectively, being hereinafter called the "Trustees," parties of the second part.

WHEREAS, the Railroad Company owns certain railroads, and properties, hereinafter more specifically described, located in the States of Illinois, Wisconsin, Minnesota, Iowa, Missouri, Nebraska, Kansas, Colorado, South Dakota, Wyoming and Montana, and also the shares of capital stock of certain railroad, bridge, depot, and terminal companies owning railroads or facilities connected or used with the said railroads so owned by the Railroad Company; and

WHEREAS, the Railroad Company may from time to time hereafter, purchase or otherwise acquire the railroads and properties of the said railroad, bridge, depot and terminal companies, of which it now owns the whole or a portion of the capital stock, or may acquire additional shares of the capital stock, bonds or other securities thereof, and may purchase or acquire other railroads and properties, or the stocks, bonds or other securities of the companies owning such other railroads and properties; and

WHEREAS, the Railroad Company has heretofore executed and delivered certain mortgages or collateral trust indentures to secure bonds issued or to be issued under said mortgages or collateral trust indentures, and certain portions of the railroads owned by the Railroad Company and hereinafter conveyed to the Trustees, are now subject to the lien of the said mortgages, or mortgages securing bonds deposited under said collateral trust indentures, and the railroads and properties of other companies, of which the ownership or control may be acquired, or with which the Railroad Company may be consolidated or merged, may be subject at the time of such acquisition, consolidation or merger to the lien of mortgages securing other bonded indebtedness, or which companies may have bonded or other indebtedness not secured by mortgage; and

WHEREAS, the Railroad Company desires to provide for the retirement or refunding, before, at or after maturity, of the bonded indebtedness secured by any or all of such indentures of mortgage or deeds of trust, and for the payment or refunding of other indebtedness of itself and of the companies mentioned in the preceding paragraph, and also to provide for the enlargement, improvement and betterment of the railroads and property owned by it or leased to it, and for the acquisition of stocks and bonds of other companies, and for other expenditures for its corporate purposes hereinafter specified, and intends to make such provision by the execution and delivery of this indenture of mortgage or deed of trust upon the railroads, properties and franchises of the Railroad Company, and by the issuance of bonds hereunder; and

WHEREAS, the Railroad Company has heretofore made expenditures for the purpose of constructing, enlarging and improving certain of its existing railroads and properties here-

inafter conveyed to the Trustees, acquiring equipment, or purchasing the shares of capital stock or bonds of railroad, bridge, depot, terminal or other companies, or retiring or discharging the bonded indebtedness of the Railroad Company, all of which expenditures were at the time when made and are now properly chargeable to capital account, but which have not been heretofore capitalized and for which it now desires to reimburse its treasury by the issuance of bonds hereunder; and

WHEREAS, at a meeting of the Board of Directors of the Railroad Company, duly held pursuant to notice at the office of the Railroad Company in the City of Chicago, State of Illinois, on the 1st day of December, 1921, a quorum being present, the execution and delivery of this mortgage or deed of trust and the creation of a bonded indebtedness secured by said mortgage as in this indenture of mortgage provided, was duly authorized; and

WHEREAS, at a special meeting of the stockholders of the Railroad Company, duly called and held at its principal office in the City of Chicago, Illinois, on the 18th day of January, 1922, the consent, concurrence and approval of stockholders owning more than two-thirds in amount of all the capital stock of the Railroad Company issued and outstanding were duly given in the manner and form required by law to the execution and delivery of this indenture of mortgage, to the parties hereto of the second part and their respective successors as Trustees, and of the bonds from time to time hereunder to be issued and hereby to be secured, for the purposes and up to the limit of the amount herein stated and in conformity with the provisions hereof; and

WHEREAS, the bonds of each particular series issued after February 1, 1921, are to bear date the first day of February or the first day of August next preceding the date on which

such series is authorized, to mature on such date subsequent to the date of issue, and on or prior to February 1, 2121, to bear such rate of interest, to be payable semi-annually, to be subject or not subject to redemption, to be exempt or not exempt from taxes, to be convertible or not convertible into shares of the capital stock of the Railroad Company, and to be subject or not subject to sinking fund provisions, all as may be determined by the Board of Directors of the Railroad Company at the time of issue, and as shall be expressed in the bonds of each particular series; and

WHEREAS, any of the coupon bonds of any particular series as may be deemed expedient by the Board of Directors of the Railroad Company shall be issued in the denomination of \$1,000, and may also at the election of the Board of Directors be issued in the denominations of \$500 or \$100, payable as to principal and interest in the Borough of Manhattan, City of New York, in gold coin of the United States, and

WHEREAS, registered bonds without coupons payable in gold coin of the United States of America shall be of the denomination of \$1,000, and may be also of such other denominations as from time to time may be authorized by the Board of Directors of the Railroad Company, and

WHEREAS, the forms of the coupon bonds and of the coupons to be attached thereunto, and of the registered bonds which are to be secured by this indenture, and of the certificates for the authentication of said bonds (subject to such appropriate insertions, omissions or variations as may be permitted by the terms hereof and as may be necessary and/or convenient with respect to bonds of different series) are to be severally and respectively substantially as follows, to wit:

(Form of Coupon Bond.)

No. \_\_\_\_\_ Series \_\_\_\_\_ \$ \_\_\_\_\_

## UNITED STATES OF AMERICA.

CHICAGO, BURLINGTON &amp; QUINCY RAILROAD COMPANY.

\_\_\_\_\_ Per Cent

First and Refunding Mortgage Gold Coupon Bond.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY (hereinafter called the "Railroad Company"), a corporation of the State of Illinois, for value received, hereby promises to pay to bearer, or, if this bond be registered, then to the registered holder hereof, on the first day of \_\_\_\_\_, at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, State of New York, the sum of \_\_\_\_\_ dollars, in gold coin of the United States of America of the standard of weight and fineness as it existed on the first day of February, 1921, and to pay interest thereon from \_\_\_\_\_, at the rate of \_\_\_\_\_ per cent per annum, such interest to be payable at such office or agency, in like gold coin, semi-annually on the first day of February and the first day of August in each year until the payment of said principal sum, but only upon presentation and surrender of the coupons therefor hereto attached as they severally mature.

This bond is one of the First and Refunding Mortgage Bonds (coupon or registered) of the Railroad Company, issued and to be issued, in one or more series, under and pursuant to, and all equally secured by, an indenture of mortgage or deed of trust dated February 1, 1921, duly executed by the Railroad Company to The First National Bank of the City of New York, a corporation of the United States of America and Frazier L. Ford, as Trustees, to which indenture and any and all supplements thereto, reference is hereby made for a description of the railroads, properties and franchises mortgaged or pledged to said Trustees, or their successors, the nature and extent of the security, and the rights of the holders of said bonds and of the Trustees in respect of such security.

At any time the authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railroad Company or of a successor corporation (as such prior debt is defined in the indenture aforesaid) after deducting therefrom the bonds then reserved under the provisions of said indenture to retire prior debt before, at or after maturity, shall be equal to three times the par value of the then outstanding, fully paid capital stock of the Railroad Company or of a successor corporation.

In case of certain defaults specified in said indenture, the principal of all such bonds may be declared and may become due and payable in the manner and with the effect provided in said indenture.

Unless registered as herein provided this bond shall pass by delivery. Any coupon bond may be registered as to principal in the owner's name at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, such registry being noted on the bond, after which no transfer shall be valid unless made by the registered owner, in person or by attorney, and similarly noted on the bond; but the same may be discharged from registry by like transfer to bearer noted on the bond; whereupon transferability by delivery shall be restored. Such registration, however, shall not affect the negotiability of the coupons for the interest on the bond, and such coupons shall continue to be payable to bearer and to be transferable by delivery merely, and payment thereof shall fully discharge the Railroad Company in respect of the interest therein mentioned, whether or not the bond be registered. In the manner prescribed in said indenture and upon payment of the charges therein provided, the holder of any coupon bond or bonds for \$1,000 (or \$500 or \$100 if issued) at his option, may surrender for cancelation such bond or bonds in the principal amount of \$1,000, or multiples thereof, with all unmatured coupons, in exchange for a registered bond or bonds without coupons of the same series for the same aggregate principal amount. Any such registered bond, in like manner, and upon payment of the charges provided in said indenture, may in turn be exchanged for a coupon bond or coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons.

No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof or of said indenture under which this bond is issued, against any incorporator, stockholder, officer or director, past, present or future, of the Railroad Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the issue hereof, expressly released as provided in said indenture.

This bond shall not be entitled to any security or benefit under said indenture, and shall not become valid or obligatory for any purpose, until it has been authenticated by the execution of the certificate, hereon endorsed, by The First National Bank of the City of New York, as Corporate Trustee, or its successor in trust under said indenture.

IN WITNESS WHEREOF the Railroad Company has caused this bond to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and coupons for said interest, bearing the engraved facsimile signature of its Treasurer, to be attached hereto. Dated the ..... day of .....

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

By....., President.

(L. S.)  
Attest:

.....  
Secretary.

(Form of Interest Coupon.)

No. .... \$.....

On the first day of ....., CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY will pay to bearer, at its office or agency in the Borough of Manhattan, City of New York, ..... dollars, in gold coin of the United States of America, being six months' interest then due on its First and Refunding Mortgage Bond, Series ....., No. ...., unless said bond (if

redeemable) shall have been called for previous redemption.

.....  
*Treasurer.*

(Form of Registered Bond Without Coupons.)

No..... Series..... \$.....

UNITED STATES OF AMERICA.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

..... Per Cent.

First and Refunding Mortgage Gold Registered Bond.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY (hereinafter called the "Railroad Company"), a corporation of the State of Illinois, for value received, hereby promises to pay to ....., or registered assigns, on the first day of ....., ....., at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, State of New York, the sum of ..... dollars, in gold coin of the United States of America of the standard of weight and fineness as it existed on the first day of February, 1921, and to pay interest thereon at the rate of ....., per cent per annum from the first day of ....., such interest to be payable to the registered holder hereof at such office or agency, in like gold coin, semi-annually, on the first day of February and the first day of August in each year until the payment of said principal sum.

This bond is one of the First and Refunding Mortgage Bonds (coupon and registered) of the Railroad Company, issued and to be issued, in one or more series, under and pursuant to, and all equally secured by, an indenture of mortgage or deed of trust dated February 1, 1921, duly executed by the Railroad Company to The First National Bank of the City of New York, a corporation of the United States of America and Frazier L. Ford, as Trustees, to which indenture and any and all supplements thereto reference is hereby made for a description of the railroads, properties and franchises mortgaged or pledged to said Trustees or their successors, the nature and extent of the security, and the rights of the holders

of said bonds and of the Trustees in respect of such security.

At any time the authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railroad Company or of a successor corporation (as such prior debt is defined in the indenture aforesaid) after deducting therefrom the bonds then reserved under the provisions of said indenture to retire prior debt before, at or after maturity, shall be equal to three times the par value of the then outstanding fully paid capital stock of the Railroad Company or of a successor corporation.

In case of certain defaults specified in said indenture, the principal of all such bonds may be declared and may become due and payable in the manner and with the effect provided in said indenture.

This bond is transferable only in the manner prescribed in said indenture at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, upon surrender and cancelation of this bond; and upon any such transfer a new registered bond without coupons of the same series will be issued to the transferee, in exchange therefor. This bond also, in the manner prescribed in said indenture, is exchangeable for coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons. Any such coupon bonds, bearing all unmatured coupons, in like manner may in turn be exchanged for a registered bond or bonds without coupons of the same series for the same aggregate principal amount. For such transfer or exchange a charge may be made as provided in said indenture.

No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof or of said indenture under which this bond is issued, against any incorporator, stockholder, officer or director, past, present or future, of the Railroad Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the issue hereof, expressly released, as provided in said indenture.

This bond shall not be entitled to any security or benefit under said indenture, and shall not become valid or obligatory for any purpose, until it has been authenticated by the execution of the certificate, hereon endorsed, by The First National Bank of the City of New York, as Corporate Trustee, or its successor in trust under said indenture.

IN WITNESS WHEREOF the Railroad Company has caused this bond to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary. Dated the \_\_\_\_\_ day of \_\_\_\_\_

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

By....., President.

(L. S.)  
Attest:

.....  
*Secretary.*

(Form of Corporate Trustee's Certificate.)

This bond is one of the issue of bonds, of the series designated therein, described in the within-mentioned indenture.

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,  
*Corporate Trustee,*

By.....

and

WHEREAS, the Interstate Commission by its supplemental order, dated January 17, 1922, as amended by order, dated January '25, 1922, in "Finance Docket No. 1069," has duly authorized the issue forthwith of not exceeding \$30,000,000 principal amount of bonds under and pursuant to, and secured by this indenture, for the purpose of reimbursing in part the treasury for moneys expended for capital purposes prior to February 1, 1921, and not heretofore capitalized, as provided in Section 5 of Article Three of this indenture; and all other acts and things prescribed by law or the by-laws of the Railroad Company, have been duly performed and complied with, and the Railroad Company, in the exercise of each and every legal right, power and authority in

it vested, has executed this indenture and proposes to make and execute, and from time to time hereafter, to issue and deliver bonds hereby secured:

Now, THEREFORE, THIS INDENTURE WITNESSETH:

That, in order to secure the payment of the principal and interest of all bonds at any time issued and outstanding under this indenture, according to their tenor and effect, and the performance of all the covenants and conditions herein contained, the Railroad Company, party of the first part, in consideration of the premises, and of the purchase and acceptance of such bonds by the holders thereof, and of the sum of one dollar to it duly paid by the Trustees at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged and confessed, has executed and delivered these presents, and has mortgaged, granted, bargained, sold, released, conveyed, assigned, transferred, pledged, and set over, and by these presents does mortgage, grant, bargain, sell, release, convey, assign, transfer, pledge and set over, unto the Trustees, parties of the second part, and to their successors and assigns forever:

*First.* The following described lines of railroad owned by the Railroad Company:

1. Main lines of railroad extending:

- (1) From Chicago, Illinois, via Aurora and Galesburg, Illinois; Burlington and Pacific Junction, Iowa; Plattsmouth, Ashland, Lincoln (including freight line between Lincoln and Cobb), and Oxford Junction, Nebraska; and Brush, Colorado to Denver, Colorado, a distance of about.....  
.....1,029.64 miles,  
of which about 1.24 miles are used by the Railroad Company under lease.
- (2) From Aurora, Illinois, via Oregon, Savanna and East Dubuque, Illinois, and La Crosse, Wisconsin (including freight line at said La Crosse), to St. Paul, Minnesota, a distance of about.....  
.....397.51 miles,  
of which about 12.39 miles are used by the Railroad Company under lease.

- (3) From Rock Island, Illinois, via Barstow, Monmouth, Bushnell, Vermont, and Concord to East St. Louis, Illinois, a distance of about 244.81 miles, of which about 19.05 miles are used by the Railroad Company under lease.
- (4) From Barstow, Illinois, via Denrock, Fenton Junction and Ebner (including freight line from Fenton Junction via East Clinton to Ebner), to Savanna, Illinois, a distance of about .70.98 miles.
- (5) From Galesburg, Illinois, to Rio, Illinois, a distance of about.....12.18 miles.
- (6) From Concord, Illinois, via Centralia and Herring to Metropolis, Illinois, a distance of about .....227.79 miles, of which about 16.31 miles are used by the Railroad Company under lease.
- (7) From Galesburg, Illinois, via Bushnell to West Quincy, Missouri (including additional line between Quincy, Illinois, and West Quincy, Missouri), a distance of about.....102.39 miles.
- (8) From Galesburg, Illinois, to Peoria, Illinois, a distance of about.....52.87 miles.
- (9) From Burlington, Iowa, via West Quincy and Hannibal to St. Louis, Missouri, a distance of about .....213.04 miles.
- (10) From Old Monroe, Missouri, to Francis, Missouri, a distance of about.....63.26 miles.
- (11) From Hannibal, Missouri, via Palmyra and Cameron to St. Joseph, Missouri, a distance of about .....205.75 miles.
- (12) From Mark, Missouri, to Palmyra Junction, Missouri, a distance of about.....8.73 miles.
- (13) From Cameron, Missouri, to Kansas City, Missouri, a distance of about.....53.68 miles.
- (14) From Harlem Tower, Missouri, via St. Joseph and Napier, Missouri, and Pacific Junction, Iowa, to Union Pacific Transfer, in Council Bluffs, Iowa, a distance of about.....192.86 miles.
- (15) From Oreapolis, Nebraska, to Omaha, Nebraska, a distance of about.....16.76 miles.
- (16) From Omaha, Nebraska, to Ashland, Nebraska, a distance of about.....30.34 miles.

- (17) From Sioux City, Iowa, via Laketon, Nebraska, to Ashland, Nebraska, a distance of about....  
 .....108.95 miles,  
 of which about 4.59 miles are used by the Railroad  
 Company under lease.
- (18) From Napier, Missouri, via Rulo, Wymore  
 and Red Cloud, to Oxford Junction, Nebraska, a  
 distance of about.....257.87 miles.
- (19) From Table Rock, Nebraska, via Lincoln, Mil-  
 ford, Seward, Aurora, Grand Island and Alliance,  
 Nebraska; Edgemont, South Dakota; Sheridan,  
 Wyoming, and Huntley, Montana, to Billings, Mon-  
 tana, a distance of about.....904.99 miles,  
 of which about 12.18 miles are used by the Railroad  
 Company under lease.
- (20) From Alliance, Nebraska, via Northport, Ne-  
 braska, and Sterling, Colorado, to Brush, Colorado,  
 a distance of about.....149.86 miles,  
 of which about 23.67 miles are used by the Rail-  
 road Company under lease.
- (21) From Fromberg, Montana, via Frannie, Cas-  
 per, Orin, Wendover and Guernsey, Wyoming, to  
 Northport, Nebraska, a distance of about.....  
 .....494.46 miles,  
 of which about 29.64 miles are used by the Railroad  
 Company under lease.

The aforesaid main lines of railroad now owned by the Rail-  
 road Company having an aggregate length of about.....  
 .....4,719.65 miles.

2. Branch lines of railroad extending:

- (1) From Aurora, Illinois, to West Chicago,  
 Illinois (formerly called Turner Junction), a dis-  
 tance of about.....12.46 miles.
- (2) From Aurora, Illinois, to West Batavia, Illi-  
 nois, a distance of about.....7.86 miles.
- (3) From Montgomery, Illinois, via Sheridan Junc-  
 tion to Streator, Illinois, a distance of about.....  
 .....57.59 miles.
- (4) From Streator, Illinois, to Walnut Junction,  
 Illinois, a distance of about.....59.52 miles.
- (5) From Sheridan Junction, Illinois, via Earlville  
 to Paw Paw, Illinois, a distance of about.....  
 .....19.55 miles.

- (6) From Mendota, Illinois, via Walnut to Denrock, Illinois, a distance of about.....48.53 miles.
- (7) From Shabbona, Illinois, via Sterling to Denrock, Illinois, a distance of about.....63.68 miles, of which about 5 miles are used by the Railroad Company under lease.
- (8) From Flag Center, Illinois, to Rockford, Illinois, a distance of about.....23.50 miles.
- (9) From Oregon, Illinois, to Forreston, Illinois, a distance of about.....17.98 miles.
- (10) From Galena Junction, Illinois, to Galena, Illinois, a distance of about.....3.82 miles.
- (11) From East Dubuque, Illinois, to Dubuque, Iowa, a distance of about.....1.63 miles, of which about 1.12 miles are used by the Railroad Company under lease.
- (12) From East Winona, Wisconsin, to Winona, Minnesota, a distance of about.....2.17 miles, of which about 0.99 mile is used by the Railroad Company under lease.
- (13) From Buda, Illinois, to Elmwood, Illinois, a distance of about.....44.62 miles.
- (14) From Yates City, Illinois, to Rushville, Illinois, a distance of about.....62.91 miles.
- (15) From West Frankfort Junction, Illinois, to West Frankfort, Illinois, a distance of about....  
.....3.66 miles.
- (16) From Galva, Illinois, via Arpee to New Boston, Illinois, a distance of about.....50.82 miles.
- (17) From Galesburg, Illinois, via Lewistown to West Havana, Illinois, except mileage through Lewistown, Illinois, included in branch line item (14), a distance of about.....57.02 miles.
- (18) From Gladstone, Illinois, via Keithsburg to Arpee, Illinois, a distance of about....23.71 miles.
- (19) From Carthage Junction, Illinois, via Carthage to Quincy, Illinois, a distance of about.....  
.....70.18 miles.
- (20) From Quincy, Illinois, to East Hannibal and East Louisiana, Illinois, a distance of about.....  
.....47.03 miles.
- (21) From Alexandria, Missouri, via Sedan and Humeston, Iowa, to Shenandoah, Iowa, a distance of about .....238.29 miles.

- (22) From Sedan, Iowa, to Elmer, Missouri, a distance of about .....52.05 miles.
- (23) From Viele, Iowa, via Laclède, Missouri, to Carrollton, Missouri, a distance of about.....  
.....195.52 miles,  
of which about 14.62 miles are used by the Railroad Company under lease.
- (24) From Ft. Madison, Iowa, to Batavia, Iowa, a distance of about.....56.24 miles.
- (25) From Burlington, Iowa, via Winfield and Okaloosa to Tracey, Iowa, a distance of about.....  
.....117.70 miles,  
of which about 13.77 miles are used by the Railroad Company under lease.
- (26) From Winfield, Iowa, to Washington, Iowa, a distance of about.....18.58 miles.
- (27) From Mt. Pleasant, Iowa, to Keokuk, Iowa, a distance of about.....48.00 miles.
- (28) From Albia, Iowa, via Tracey to Des Moines, Iowa, a distance of about.....68.62 miles.
- (29) From Chariton, Iowa, via Togo, Iowa, and Bethany, Missouri, to St. Joseph, Missouri, a distance of about .....143.07 miles.
- (30) From Togo, Iowa, via Grant City, Missouri, to Albany Junction, Missouri, a distance of about .....65.54 miles.
- (31) From Indianola Junction, Iowa, to Indianola, Iowa, a distance of about.....30.52 miles.
- X (32) From Des Moines, Iowa, via Osceola to Cainsville, Missouri, except mileage at Van Wert, Iowa, included in branch line item (21) and between Leon and Koyle, Iowa, included in branch line item (29), a distance of about.....106.24 miles.
- (33) From Creston, Iowa, to Cumberland, Iowa, a distance of about.....46.93 miles.
- (34) From Creston, Iowa, to Amazonia, Missouri, a distance of about.....95.63 miles.
- (35) From Villisca, Iowa, to Bigelow, Missouri, a distance of about.....68.41 miles.
- (36) From Clarinda, Iowa, to Corning, Missouri, a distance of about.....45.44 miles.
- (37) From Red Oak, Iowa, to Griswold, Iowa, a distance of about.....18.43 miles.

- (38) From Red Oak, Iowa, to Hamburg, Iowa, a distance of about.....40.05 miles.
- (39) From Hastings, Iowa, to Sidney, Iowa, a distance of about .....21.34 miles.
- (40) From Hastings, Iowa, to Carson, Iowa, a distance of about.....15.91 miles.
- (41) From Armour, Missouri, to Atchison, Kansas, a distance of about.....4.10 miles, of which about 0.48 mile is used by the Railroad Company under lease.
- (42) From East Leavenworth, Missouri, to Leavenworth, Kansas, a distance of about....3.60 miles, of which about 1.73 miles are used by the Railroad Company under lease.
- (43) From Payne, Iowa, to Lancaster, Nebraska, a distance of about.....59.96 miles.
- (44) From Nebraska City, Nebraska, via Nemaha to Salem, Nebraska, a distance of about.....47.28 miles.
- (45) From Atchison, Kansas, to Rulo Junction, Nebraska, a distance of about.....46.11 miles.
- (46) From Nemaha, Nebraska, via Tecumseh to Beatrice, Nebraska, except mileage through Tecumseh, Nebraska, included in main line item (19), a distance of about.....65.01 miles.
- (47) From South Omaha to Pappio, Nebraska, a distance of about .....9.01 miles, of which about 4.54 miles are used by the Railroad Company under lease.
- (48) From Chalco, Nebraska, to Yutan, Nebraska, a distance of about.....12.75 miles.
- (49) From O'Neill, Nebraska, to Laketon, Nebraska, a distance of about .....124.76 miles.
- (50) From Ashland, Nebraska, via Wahoo, to Schuyler, Nebraska, a distance of about.....50.15 miles.
- (51) From Lincoln, Nebraska, via Malcolm to Columbus, Nebraska, a distance of about.....69.74 miles.
- (52) From Crete, Nebraska, via De Witt and Beatrice to Wymore, Nebraska, a distance of about .....42.80 miles.
- (53) From Odell, Nebraska, to Concordia, Kansas, a distance of about.....72.27 miles.

- (54) From De Witt, Nebraska, via Edgar and Holdredge, Nebraska, to Cheyenne, Wyoming, except mileage at Blue Hill, Nebraska, included in branch line item (59) and through Holdredge, Nebraska, included in main line item (1), a distance of about .....472.79 miles.
- (55) From Stromsburg, Nebraska, via McCool Junction to Alma, Nebraska, except mileage through Sutton, Nebraska, included in main line item (1), a distance of about .....152.13 miles, of which about 2.65 miles are used by the Railroad Company under lease.
- (56) From McCool Junction, Nebraska, to Endicott, Nebraska, a distance of about .....56.05 miles, of which about 12.00 miles are used by the Railroad Company under lease.
- (57) From Fairmont, Nebraska, via Strang to Chester, Nebraska, except mileage between Strang and Strang Junction, Nebraska, included in branch line item (54), a distance of about ....45.87 miles.
- (58) From Edgar, Nebraska, to Superior, Nebraska, a distance of about .....26.54 miles.
- (59) From Aurora, Nebraska, via Hastings to Lester, Nebraska, a distance of about ...64.28 miles.
- (60) From Aurora, Nebraska, via Central City, Palmer and Greeley Center to Ericson, Nebraska a distance of about .....82.25 miles.
- (61) From Palmer, Nebraska, to Sargent, Nebraska, a distance of about .....73.39 miles.
- (62) From Greeley Center, Nebraska, to Burwell, Nebraska, a distance of about .....40.45 miles.
- (63) From Kenesaw, Nebraska, to Kearney, Nebraska, a distance of about .....24.24 miles.
- (64) From Republican, Nebraska, to Oberlin, Kansas, a distance of about .....78.21 miles.
- (65) From Orleans, Nebraska, to Saint Francis, Kansas, a distance of about .....134.39 miles.
- (66) From Culbertson, Nebraska, to Imperial, Nebraska, a distance of about .....49.13 miles.
- (67) From Denver, Colorado, to Lyons, Colorado, a distance of about .....49.60 miles, of which about 11.30 miles are used by the Railroad Company under lease.
- (68) From Edgemont, South Dakota, via Minnekahta and Englewood, to Deadwood, South Dakota, a distance of about .....106.56 miles.

- (69) From Minnekahta, South Dakota, to Hot Springs, South Dakota, a distance of about.....  
 .....12.50 miles.
- (70) From Hill City, South Dakota, to Keystone, South Dakota, a distance of about.... 9.73 miles.
- (71) From Englewood, South Dakota, to Spearfish, South Dakota, a distance of about....31.73 miles.
- (72) From Newcastle, Wyoming, to Cambria, Wyoming, a distance of about.....7.17 miles.
- (73) From Frannie, Wyoming, to Cody, Wyoming, a distance of about.....41.97 miles.
- (74) From Guernsey, Wyoming, to Ironton, Wyoming, a distance of about.....9.74 miles.

The aforesaid branch lines of railroad now owned by the Railroad Company having an aggregate length of about....  
 .....4,278.85 miles.

Total mileage of main and branch lines now owned by the Railroad Company having an aggregate length of about.....  
 .....8,998.50 miles.

Of the aforesaid main lines of railroad: those portions of main line extending from Chicago, Illinois, via Plattsmouth, etc., to Denver, Colorado (main line item (1)), between Lincoln and Cobb, Nebraska, used as freight line, a distance of about 7.32 miles, and between Graham and Portal, near Galesburg, Illinois, used as freight line, a distance of about 3.85 miles; that portion of main line extending from Aurora, Illinois, via Savanna, etc., to St. Paul, Minnesota (main line item (2)), between South Junction and North Junction, near La Crosse, Wisconsin, a distance of about 6.67 miles; that portion of main line extending from Barstow to Savanna, Illinois (main line item (4)), between Fenton Junction, and Ebner, Illinois (known as Fenton-Thompson cut-off), a distance of about 12.81 miles; that portion of main line extending from Concord via Centralia, etc., to Metropolis, Illinois (main line item (6)), between Herrin and Metropolis, Illinois, a distance of about 38.44 miles, and those portions of main line extending from Fromberg, Montana, via Casper, etc., to Northport, Nebraska (main line item (21)), between Fromberg, Montana, and Orin, Wyoming, a

distance of about 360.78 miles, and between Wendover and Guernsey, Wyoming, a distance of about 8.09 miles; and of the aforesaid branch lines of railroad: branch line item (15) extending from West Frankfort Junction to West Frankfort, Illinois, a distance of about 3.66 miles; branch line item (48) extending from Chalco to Yutan, Nebraska, a distance of about 12.75 miles and branch line item (73) extending from Frannie to Cody, Wyoming, a distance of about 41.97 miles, a total of main and branch lines of about 496.34 miles, are free from the lien of any mortgage except this indenture.

About 5,384.62 miles of the aforesaid main and branch lines of railroad located in the States of Iowa and Missouri, Nebraska, South Dakota, Colorado and Wyoming and Montana are, in addition to the lien of this indenture, subject only to the lien of the General Mortgage of the Chicago, Burlington & Quincy Railroad Company to Central Trust Company of New York (now Central Union Trust Company of New York), and Oliver M. Spencer, Trustees, dated March 2, 1908, maturing March 1, 1958, and securing \$75,-120,000 of 4 per cent bonds, certified by the trustees, of which \$65,247,000 have been issued and sold and are now outstanding in the hands of the public, and \$9,873,000 are in the Railroad Company's treasury, of a total authorized issue of \$300,000,000, of which the remainder in excess of said \$75,-120,000 or any thereof, hereafter may not be issued (except as provided in Section 4 of Article Three of this indenture) as expressly covenanted by the Railroad Company in Section 5 of Article Five hereof.

About 1,646.13 miles of the aforesaid main and branch lines of railroad located in the States of Illinois, Wisconsin, Minnesota and Iowa are, in addition to the lien of this indenture, subject only to the liens of said General Mortgage and of the Illinois Division Mortgage of the Chicago, Burlington & Quincy Railroad Company to The New England Trust Com-

pany, dated July 1, 1899, maturing July 1, 1949, and redeemable after July 1, 1929, securing \$85,000,000 of bonds authorized, of which all have been certified by the trustee and all but \$573,000, now in the treasury of the Railroad Company, have been issued and sold and are now in the hands of the public. \$50,451,000 of the outstanding bonds bear  $3\frac{1}{2}$  per cent interest, and \$33,976,000 bear 4 per cent interest per annum.

About 1,471.41 miles of the aforesaid main and branch lines of railroad located in the States of Nebraska, Kansas and Wyoming are in addition to the lien of this indenture, subject only to the liens of said General Mortgage and of the Nebraska Extension Mortgage of the Chicago, Burlington & Quincy Railroad Company to The New England Trust Company, Trustee (Note 1), dated May 2, 1887, maturing May 1, 1927, securing an authorized issue of \$29,441,000 4 per cent bonds, of which \$18,294,000 are now outstanding in the hands of the public, and \$1,730,000 are in the treasury of the Railroad Company. No further bonds under this mortgage may be issued as expressly covenanted by the Railroad Company in Section 5 of Article Five hereof.

3. Also any and all other lines of railroad, wherever located, and any interest therein owned by the Railroad Company at the date of the execution and delivery of this indenture.

4. All and singular, the main tracks, additional to first main track, now owned by the Railroad Company, and used as part of and in connection with, any of the said main or branch or other lines of railroad, the same having at the date hereof, an aggregate length of about . . . . . 1,030.80 miles.

Note 1. The Nebraska Extension Mortgage is a direct lien on about 296.91 miles only, but is secured by deposit of \$23,494,000 first mortgage bonds of underlying companies, which have conveyed their roads to the Chicago, Burlington & Quincy Railroad Company. The balance of the mileage, or about 1,174.50 miles, is subject to the liens of those underlying mortgages.

5. All and singular the spur tracks, industry tracks, yard tracks, side tracks, turnouts, passing tracks and shop tracks, now owned by the Railroad Company, and used, or provided for use, in connection with any of the said main or branch or other lines, the same having, at the date hereof, an aggregate length of about .....3,260.63 miles.

Together with all and singular the franchises, rights and privileges now or hereafter appurtenant to or used in connection with the lines of railroad above mentioned, or any branch thereof.

*Second.* Appurtenances of the above described lines of railroad, subject as to the portions thereof embraced therein respectively, to the above mentioned mortgages:

All telegraph and telephone lines, and rights to use the same, now existing or as the same may hereafter exist, including all poles, wires and instruments, all rights of way, station and depot grounds, all tunnels, roadbeds, spurs, double tracks, turnouts, switches, sidings and turntables, all superstructures, bridges, stringers, ties, rails, frogs, chairs, bolts, splices, and other railroad appurtenances, all terminals and terminal properties, docks, wharves, ferries, landings and boats, all station houses, warehouses, freight houses, engine houses, car houses, water stations, water tanks, water supply, water treating plants, coaling stations, timber treating plants, machine shops and other structures, all furniture, machinery, tools, implements, materials and supplies, now or hereafter owned by the Railroad Company, appurtenant to any of said main and other lines of railroad and branches above described (except the former general office building of the Railroad Company and premises adjacent thereto, located at the northeast corner of South Franklin and West Adams streets, in the City of Chicago,

Illinois (Note 1)) and all tolls, revenues, earnings, income, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity, of the Railroad Company of, in and to the said railroads, branches, premises and property, and every part and parcel thereof, with the appurtenances and the franchises appertaining or hereafter to appertain thereto.

*Third.* Any and all lines of railroad, extensions and branches, telegraph and telephone lines and lines of water transportation, including the franchises appurtenant thereto, and any and all terminal properties, depots, shops, machinery, tools, docks, wharves, ferries, landings, boats, rolling stock and other equipment, and any and all bonds, stocks and other property of every kind or description (notwithstanding that the same are not now particularly set forth in this indenture) which, from time to time, in the manner hereinafter provided, shall be purchased, acquired or constructed by the use of deposited moneys paid out as in this indenture hereinafter provided or by the use of any bonds secured by this indenture except bonds, (1) issued or to be issued under the provisions of Section 5 of Article Three of this indenture, and (2) issued or to be issued

NOTE 1. The premises excepted are more particularly described as follows:

Sub-lot One (1) and the private alley Twenty (20) Feet in width adjoining said lot on the east and extending the full length of said lot north and south; also

Sub-lot Two (2) and the private alley or court approximately Twenty (20) Feet in width adjoining said lot on the north and extending the full width of said lot, all in Field and Perkins Subdivision of Lots Five (5), Six (6), Seven (7), and that part of Lot Eight (8) lying east of the east line of Franklin Street in Block Ninety-three (93) of School Section Addition to the City of Chicago, Illinois;

Also all that part of original Lot Six (6), Block Ninety-three (93) School Section Addition to the City of Chicago, Illinois, described as follows:

Beginning at a point on the east line of original Lot Seven (7), Block Ninety-three (93), School Section Addition to Chicago, Forty (40) Feet north of the north line of Adams Street; thence east along a line parallel with the north line of Adams Street Ten (10) Feet; thence north along a line parallel with said east line of said original Lot Seven (7) Eighty (80) Feet; thence west along a line parallel with the north line of Adams Street Ten (10) feet to the said east line of said original Lot Seven (7); thence south along said east line of said original Lot Seven (7) Eighty (80) feet to the place of beginning.

under the provisions of Section 6 of Article Three of this indenture, to reimburse the Railroad Company for and on account of moneys expended for the acquisition of property that shall have been subjected to the lien of this indenture or upon property that shall be subject thereto; together with all and singular the franchises, rights and privileges appurtenant to or used in connection with such lines of railroad, extensions, branches, telegraph and telephone lines and lines of water transportation, and any and all the rents, issues, profits, tolls and other income thereof.

*Fourth.* Subject to the right of the Railroad Company to be reimbursed for, and on account of, the cost or value thereof, as provided in Section 6 of Article Three of this indenture, any and all additions, improvements and betterments now or hereafter acquired or constructed to or upon or in connection with any and all lines of railroad, extensions, branches, telegraph and telephone lines and lines of water transportation now or at any time hereafter subject to this indenture, any and all property, real or personal, of every kind and description, acquired for use upon, or in connection with, or for the purpose of, such lines of railroad, extensions or branches, telegraph and telephone lines and lines of water transportation; and any and all corporate rights, privileges and franchises which the Railroad Company now has, or hereafter may or shall acquire, possess or exercise or be entitled to exercise in, to, upon or in respect of such lines of railroad, extensions or branches, telegraph and telephone lines and lines of water transportation or any part thereof, necessary for, or appertaining to, the construction, maintenance or operation of such lines of railroad or any such extension or branch, telegraph and telephone lines and lines of water transportation or any part thereof; and any and all the rents, issues, profits, tolls and other income of such lines of railroad, and of any and all such extensions, branches, tele-

graph and telephone lines and lines of water transportation; and also any and all the rights, privileges, franchises, properties, real or personal, rights and things, which the Railroad Company may or shall hereafter possess, or become entitled to possess, for the purposes of, or in connection with, such lines of railroad or any such extension, branch, telegraph and telephone lines or lines of water transportation.

*Fifth.* (a) All engines, tenders, cars and other rolling stock and equipment now appurtenant to any of said lines of railroad or acquired for use thereon, including 1912 locomotives, 665 passenger coaches and chair cars, 9 parlor (lounging) cars, 44 dining cars, 5 combination dining and parlor (cafe) cars, 32 business cars, 48 postal cars, 250 combination cars, 245 baggage cars, 28 express refrigerator cars (cream and milk cars), 7 horse express cars, 3 electric motor cars, 28,071 box cars, 71 furniture cars, 2,564 refrigerator cars, 6,551 stock cars, 1,711 automobile cars, 1,443 flat cars, 26,295 coal cars, 333 tank cars, 15 barrel cars, 74 wooden ore cars, 1,570 ballast cars, 791 caboose cars, 278 cinder cars, 1,486 boarding cars, 15 derricks, 19 steam derricks, 48 steam cranes, 18 steam shovels, 19 steam pile drivers, 4 rotary snow plows, 24 snow plows, 1 snow flanger, 17 Lidgerwood unloaders, 4 ballast plows, 27 ballast spreaders, 48 water cars (tank cars), 14 water cars (auxiliary tanks), 1,075 supply and tool cars, 3 scale inspection cars, 45 ditching flat cars, 150 automatic air dump cars, 2 air brake instruction cars, and 16 valuation department cars.

The above rolling stock and equipment are now subject to the prior liens of the mortgages, or some of them, heretofore mentioned in these granting clauses, but when the bonds outstanding under said mortgages have been discharged or refunded, and the mortgages released of record, this mortgage will become a first lien thereon; subject further as to 500 box cars, 1,000 gondola cars and 45 locomotives to the terms of an Equipment Trust

Agreement between Walker D. Hines, Director General of Railroads, Chicago, Burlington & Quincy Railroad Company and Guaranty Trust Company of New York, as Trustee, dated January 15, 1920.

(b) Rolling stock and equipment (subject only to the liens thereof, in so far as the same attach, of the aforesaid mortgages in these granting clauses described) hereafter acquired and owned by the Railroad Company for the purpose of replacing, restoring or retiring (as required by Section 7 of Article Five of this indenture) any of the said rolling stock and equipment in the last foregoing clause (a) described; and

(c) Rolling stock and equipment which from time to time in the manner herein provided shall be purchased, acquired or constructed by the use of deposited moneys paid out as in this indenture hereinafter provided or by the use of any bonds secured by this indenture, except bonds (1) issued or to be issued under the provisions of Section 5 of Article Three of this indenture, and (2) issued or to be issued under the provisions of Section 6 of Article Three of this indenture, to reimburse the Railroad Company for and on account of moneys expended for the acquisition of property that shall have been subjected to the lien of this indenture or upon property that shall be subject thereto.

*Sixth.* All the right, title and interest of the Railroad Company arising out of leases or contracts for the use of the railroads mentioned below, together with all stations, depots, yards and other facilities appurtenant thereto, which by such leases and contracts the Railroad Company is permitted to use, to wit:

(1) The tracks, union passenger station and facilities of the Chicago Union Station Company, at Chicago, Illinois, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 0.84 miles.

(2) The railroad of the Pennsylvania Railroad Company,

between a point near Sixteenth Street and a point near Twelfth Street, in Chicago, Illinois, a distance of about 0.40 miles, in order to effect a connection with the tracks of the Chicago Union Station Company, whose passenger station and facilities are used by the Railroad Company under contract.

(3) The tracks, union passenger station and facilities of the Peoria and Pekin Union Railway Company, at Peoria, Illinois, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 1.27 miles.

(4) The railroad of the Chicago, Peoria and St. Louis Railroad Company, at Jacksonville, Illinois, a distance of about 0.52 miles.

(5) The railroad of the Chicago and Eastern Illinois Railroad Company, between Neilson and West Vienna, Illinois, a distance of about 15.79 miles.

(6) The railroad of the Baltimore and Ohio Southwestern Railroad Company, between East St. Louis and Shattuc, Illinois, a distance of about 54.50 miles.

(7) The railroad of the Terminal Railroad Association of St. Louis, between St. Louis, Missouri and East St. Louis, Illinois, a distance of about 3.20 miles.

(8) The tracks, union passenger station and facilities of the Terminal Railroad Association of St. Louis, at St. Louis, Missouri, the tracks of said corporation used by the Railroad Company with other tenants, having a mileage of about 3.83 miles.

(9) The railroad of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, between East Alton and East St. Louis, Illinois, a distance of about 19.05 miles.

(10) The railroad of the Illinois Terminal Railroad Company, between Alton and Wood River, Illinois, a distance of about 4.75 miles.

(11) The railroad bridge across the Mississippi River, with connecting tracks of the Missouri and Illinois Bridge

and Belt Railroad Company, between Alton, Illinois, and West Alton, Missouri, a distance of about 2.51 miles.

(12) The railroad bridge across the Mississippi River, with connecting tracks, of the Chicago and Alton Railroad Company, between East Louisiana, Illinois, and Louisiana, Missouri, a distance of about 2.07 miles.

(13) The tracks, union passenger station, and facilities of the Hannibal Union Depot Company, at Hannibal, Missouri, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 0.96 miles.

(14) The tracks, union passenger station and facilities of the Keokuk Union Depot Company, at Keokuk, Iowa, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 1.21 miles.

(15) The railroad of the Chicago, Rock Island and Pacific Railway Company, between Burlington and Mediapolis, Iowa, a distance of about 13.77 miles.

(16) The railroad of the Davenport, Rock Island and North Western Railway Company, between Rock Island, Illinois and Clinton, Iowa, a distance of about 37.49 miles.

(17) The railroad bridge across the Mississippi River, with connecting tracks, of the Chicago and Northwestern Railway Company, between East Clinton, Illinois, and Clinton, Iowa, a distance of about 0.98 miles.

(18) The railroad of the Chicago and North Western Railway Company, between Sterling and Agnew, Illinois, a distance of about 5 miles.

(19) The railroad of the Illinois Central Railroad Company, between Portage Curve and East Dubuque, Illinois, a distance of about 12.39 miles.

(20) The railroad of the Illinois Central Railroad Company, at East Dubuque, Illinois, a distance of about 0.46 miles.

(21) The railroad bridge across the Mississippi River, with connecting tracks, of the Dunleith and Dubuque Bridge Company, between East Dubuque, Illinois, and Dubuque, Iowa, a distance of about .66 miles.

(22) The railroad bridge across the Mississippi River, with connecting tracks, of the Winona Bridge Railway Company, between East Winona, Wisconsin, and Winona, Minnesota, a distance of about 0.99 miles.

(23) The railroad of the Chicago, Milwaukee and St. Paul Railway Company, between St. Croix Crossing and St. Paul, Minnesota, a distance of about 19.36 miles.

(24) The tracks, union passenger station and facilities of the St. Paul Union Depot Company, at St. Paul, Minnesota, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 0.53 miles.

(25) The railroad of the Great Northern Railway Company, between St. Paul and Minneapolis, Minnesota, a distance of about 13.86 miles, used for passenger service, and the railroad of the Northern Pacific Railway Company, between Third street, St. Paul, and Como avenue, Minneapolis, Minnesota, a distance of about 8.80 miles, used for freight service.

(26) The tracks, union passenger station, and facilities of the Des Moines Union Railway Company, at Des Moines, Iowa, the tracks of said company used by the Railroad Company with other tenants having a mileage of about 2.89 miles.

(27) The railroad of the Wabash Railroad Company, between Bloomfield and Moulton, Iowa, a distance of about 14.11 miles.

(28) The railroad of the Wabash Railway Company, between Birmingham and Harlem, Missouri, a distance of about 8.22 miles.

(29) The tracks, union passenger station, and facilities of the Kansas City Terminal Railroad Company, at Kansas City, Missouri, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 2.50 miles.

(30) The railroad bridge across the Missouri River, with connecting tracks, of the Leavenworth Bridge and Terminal

Company, between Stillings, Missouri, and Leavenworth, Kansas, a distance of about 1.73 miles.

(31) The railroad bridge across the Missouri River, with connecting tracks of the Atchison & Eastern Bridge Company, between Winthrop, Missouri, and Atchison, Kansas, a distance of about 0.48 miles.

(32) The tracks, union passenger station and facilities of the Atchison Union Depot and Railroad, at Atchison, Kansas, the tracks of said corporation used by the Railroad Company with other tenants, having a mileage of about 0.86 miles.

(33) The tracks, union passenger station and facilities of the St. Joseph Union Depot Company, at St. Joseph, Missouri, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 2.23 miles.

(34) The railroad of the Union Pacific Railroad Company, between Union Pacific Transfer, Iowa, and Omaha, Nebraska, a distance of about 2.79 miles, including the railroad bridge across the Missouri River.

(35) The railroad of the last named company, between Gilmore Junction and South Omaha, Nebraska, a distance of about 4.54 miles.

(36) The railroad bridge across the Missouri River, with connecting tracks, of the Sioux City Bridge Company, near Sioux City, Iowa, having a mileage of about 3.73 miles.

(37) The tracks, passenger station and facilities of the Great Northern Railway Company, at Sioux City, Iowa, having a mileage of about 28.44 miles.

(38) The railroad of the St. Joseph & Grand Island Railroad Company, between K. C. & O. Junction and Endicott, Nebraska, a distance of about 12.00 miles.

(39) The railroad of the St. Joseph and Grand Island Railway Company, between Fairfield and Alma Junction, Nebraska, a distance of about 2.65 miles.

(40) The railroad of the Union Pacific Railroad Company, between Sterling and Union, Colorado, a distance of about 23.67 miles.

(41) The tracks, union passenger station and facilities of the Denver Union Terminal Railway Company, at Denver, Colorado, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 5.90 miles.

(42) The railroad of The Colorado and Southern Railway Company, between Utah Junction and Burns, Colorado, a distance of about 11.30 miles.

(43) The railroad of The Colorado and Southern Railway Company, between Orin and Wendover, Wyoming, a distance of about 29.64 miles.

(44) The railroad of the Northern Pacific Railway Company, between Fromberg and Billings and Huntley and Billings, Montana, a distance of about 49.45 miles.

*Seventh.* All present or future leases of railroads and trackage rights, and all renewals and extensions of any and all present or future leases and trackage rights and contracts whatever, relating to the ownership, use or operation of any of the aforesaid lines of railroad, extensions, branches, terminals, union stations or any part thereof, or to any other railroad track or property at any time subject to the lien of this indenture.

*Eighth.* All and singular the right, title and interest of the Railroad Company in and to the following shares of capital stock, which hereby are pledged to and (except as hereinafter specified) delivered to the Corporate Trustee hereunder:

(1) 11,300 shares of the first preferred stock, 60,787 shares of the second preferred stock, and 236,675 shares of the common stock of The Colorado and Southern Railway Company (except 100 shares of common stock held by directors), being 64.3 per cent of the entire amount of capital stock of said company issued and outstanding. Of the capital stock of said company owned by the Railroad Company 9,300 shares of the first preferred stock, 59,387

shares of the second preferred, and 236,575 shares of the common stock are deposited with and held by Central Union Trust Company of New York, Corporate Trustee, under the General Mortgage of the Railroad Company, dated March 2, 1908. The Colorado and Southern Railway Company owns or controls a system of railroads in Colorado, Wyoming, New Mexico and Texas, having an operated mileage of about 1,810 miles, subject to various mortgages and equipment trusts.

(2) 15,000 shares of the capital stock of the Davenport, Rock Island and North Western Railway Company (except 4 shares held by directors), of a total amount of 30,000 shares now issued and outstanding, the other one-half of said total issue of stock being owned and held by the Chicago, Milwaukee and St. Paul Railway Company. The Davenport, Rock Island and North Western Railway Company owns a railroad, free from mortgage or outstanding bonds, extending from Rock Island, Illinois, via Davenport, Iowa, to Clinton, Iowa, a distance of about 50.04 miles, and having a total track mileage of 90.83 miles. The said shares of capital stock owned by the Railroad Company are subject to no pledge except that of this indenture.

(3)  $33\frac{1}{3}$  shares of the common stock of the Paducah and Illinois Railroad Company (except 8 shares held by directors), being one-third of the total amount of common stock of said company issued and outstanding, the other two-thirds of said common stock being owned and held by other railroad companies. This company owns a railroad bridge across the Ohio River at Metropolis, Illinois, and a connecting railroad into Paducah, Kentucky, the total mileage of said railroad being about 15.94 miles. The property of this company is subject to a mortgage to the Union Trust Company of Chicago, Trustee, dated July 1, 1915, and the said common stock is in the possession of said trustee under a stock trust agreement of the same date.

(4) 2,667 shares of the capital stock of the Winona Bridge

Railway Company (except 5 shares held by directors), being 66.7 per cent of the entire amount of capital stock of said company issued and outstanding and not subject to any pledge except that of this indenture. The said company owns a railroad bridge across the Mississippi River, with connecting tracks, between East Winona, Wisconsin, and Winona, Minnesota, which the Railroad Company uses under lease, having a total track mileage of about 1.03 miles. The property of this company is subject to a mortgage to The Farmers' Loan and Trust Company, Trustee, dated September 1, 1890, and supplement thereto, dated September 1, 1915.

(5) 2,400 shares of capital stock of The Belt Railway Company of Chicago (except 1 share held by a director), being 8 $\frac{3}{4}$  per cent of the total amount of capital stock issued and outstanding, and not subject to any pledge except that of this indenture. The said company holds under long term leases a system of trackage in Chicago, Illinois, providing interchange facilities between the railroads entering Chicago from the east and those extending westward from Chicago, as well as affording access to industries at South Chicago, and having a total track mileage of about 344.53 miles. The leaseholds and property of this company are not subject to any mortgage.

(6) 7,000 shares of the capital stock of the Chicago Union Station Company, being 25 per cent of the total amount of capital stock now issued and outstanding. The said station company owns a union passenger station, tracks and facilities at Chicago, Illinois, with a total track mileage of about 15.67 miles, which the Railroad Company has the right to use under an operating agreement, together with the Chicago, Milwaukee and St. Paul Railway Company, Pennsylvania Company, and The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, each of which railroad companies owns one-fourth of the capital stock of the said station company. Said stock

owned by the Railroad Company is deposited with the New England Trust Company, Trustee, under the Illinois Division Mortgage of the Railroad Company. The property of the station company is subject to a mortgage to Illinois Trust and Savings Bank, of Chicago, Illinois, Trustee, dated July 1, 1915.

(7) 50 shares of the capital stock of The Denver Union Terminal Railway Company (except 2 shares held by directors), being  $16\frac{2}{3}$  per cent of the entire amount of capital stock of said company issued and outstanding. The said company owns a union passenger station, tracks and facilities at Denver, Colorado, with a total track mileage of about 5.90 miles, subject to a mortgage to the Continental and Commercial Trust and Savings Bank, of Chicago, Illinois, Trustee, dated March 2, 1914; said capital stock owned by the Railroad Company is deposited with the said Continental and Commercial Trust and Savings Bank, of Chicago, Illinois, Trustee, under a stock trust agreement, dated March 2, 1914.

(8) 234 shares of the capital stock of the Hannibal Union Depot Company, being 58.5 per cent of the entire amount of issued and outstanding capital stock of the said company; the said depot company owning a union passenger station, tracks and facilities at Hannibal, Missouri, free of mortgage or outstanding bonds, with a total track mileage of about 0.96 miles; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(9) 1,833 $\frac{1}{2}$  shares of the capital stock of the Kansas City Terminal Railway Company (except 5 shares held by directors), being  $8\frac{1}{4}$  per cent of the entire amount of issued and outstanding capital stock of the said company. The said company owns, subject to a mortgage to Illinois Trust and Savings Bank, of Chicago, Illinois, and Samuel W. Moore, Trustees, dated January 3, 1910, a union pas-

senger station, tracks and facilities at Kansas City, Missouri, with a total track mileage of about 143.60 miles, which the Railroad Company has a right to use under contract, and said capital stock owned by the Railroad Company is deposited with the Pioneer Trust Company, Trustee, under a stock trust agreement, dated June 12, 1909.

(10) 400 shares of the capital stock of the Keokuk Union Depot Company (except 2 shares held by directors), being 40 per cent of the entire amount of issued and outstanding capital stock of the said depot company. The said company owns, subject to a mortgage to Union Trust Company, of St. Louis, Missouri, Trustee, dated July 1, 1890, a union passenger station, tracks and facilities at Keokuk, Iowa, with a total track mileage of about 1.21 miles, which the Railroad Company has a right to use under contract; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(11) 70 shares of the capital stock of The Minnesota Transfer Railway Company, being  $11\frac{1}{9}$  per cent of the entire amount of the issued and outstanding capital stock of the said company. The said company owns, subject to a mortgage to the Northwestern Trust Company, of St. Paul, Minnesota, Trustee, dated August 1, 1916, a system of trackage between St. Paul and Minneapolis, Minnesota, providing facilities for the interchange of cars at that point, with a total track mileage of about 103.16 miles; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(12) 40 shares of the capital stock of the St. Joseph Union Depot Company (except 4 shares held by directors), being 40 per cent of the entire amount of issued and outstanding capital stock of the said depot company. The said depot company owns, free of mortgage or outstanding bonds, a union passenger station, tracks and facilities at St. Joseph, Missouri, with a total track mileage of about 2.23 miles,

which the Railroad Company has the right to use under contract; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(13) 1,036 shares of the capital stock of The St. Paul Union Depot Company, being  $11\frac{1}{9}$  per cent of the entire amount of issued and outstanding capital stock of the said depot company. The said depot company owns, subject to a mortgage to the Central Trust Company of New York (now Central Union Trust Company of New York), Trustee, dated May 1, 1880; a mortgage to the Northwestern Trust Company, of St. Paul, Minnesota, Trustee, dated May 1, 1894, and a mortgage to the same trustee, dated January 1, 1917, a union passenger station, tracks and facilities at St. Paul, Minnesota, with a total track mileage of about 9.54 miles, which the Railroad Company has the right to use under contract; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(14) 2,058 shares of the capital stock of the Terminal Railroad Association of St. Louis (except 2 shares held by directors), being  $6\frac{2}{3}$  per cent of the entire amount of issued and outstanding capital stock of the said terminal association. The said terminal association owns or controls, subject to various mortgages, a union passenger station at St. Louis, Missouri, railroad bridges, across the Mississippi River between St. Louis and East St. Louis, Illinois, and tracks and facilities, with a total track mileage of about 178.69 miles, which the Railroad Company has a right to use under contract; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(15) 27 shares of the capital stock of a par value of \$1,000 each (except 3 shares held by directors), of the Atchison Union Depot and Railroad, being  $37\frac{1}{2}$  per cent of the entire amount of issued and outstanding capital stock of said depot and railroad corporation. The said corporation owns,

free from mortgage or outstanding bonds, a union passenger station, tracks and facilities at Atchison, Kansas, with a total track mileage of about 0.86 miles; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(16) 81 shares of the capital stock of The Iowa Transfer Railway Company (except one share held by director), being 20 per cent of the entire amount of issued and outstanding capital stock of the said company. The said company owns a system of trackage at Des Moines, Iowa, providing facilities for the interchange of cars at that point, with a total track mileage of about 3.39 miles; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

*Ninth.* All shares and capital stock of the aforesaid railroad, bridge, depot and terminal companies and of any companies successors thereto which the Railroad Company now owns, except qualifying shares held by directors, or to which it is now entitled, or which (subject to Section 6 of Article Three of this indenture) it may acquire or to which it may hereafter become entitled.

*Tenth.* Any and all property of every name and nature, including stocks, bonds or other securities, from time to time hereafter by delivery or by writing of any kind for the purposes hereof conveyed, mortgaged, pledged, assigned or transferred by the Railroad Company, or by anyone in its behalf, to the Trustees, who hereby are authorized to receive any property at any and all times, as and for additional security, and, also, when and as hereinafter provided, as substituted security, for the payment of the bonds issued or to be issued hereunder, and to hold and apply any and all such property subject to the terms hereof.

TO HAVE AND TO HOLD the premises, railroads, properties, real or personal, rights, franchises, estates, appurtenances

and stocks, bonds or other securities, hereby conveyed and assigned, or intended to be conveyed or assigned, or which may be hereafter conveyed or assigned by indentures supplemental hereto, unto the Trustees, their successors and assigns forever;

SUBJECT, HOWEVER, as to the properties severally embraced therein, or subject thereto, to the several prior liens, mortgages, pledges and excepted property and rights mentioned, and as to the properties covered thereby, to be mentioned in any indenture supplemental hereto, and to all other existing rights, liens, charges and claims of record upon and against the railroads, properties and franchises hereby conveyed and mortgaged, or pledged or so intended to be;

SUBJECT, ALSO, to the condition that nothing in this indenture is intended or shall be construed to limit the right or power of the Railroad Company, which hereby is expressly reserved, to own and hold or in any manner acquire free from the lien of this indenture lines of railway, branches, extensions, rolling stock and equipment, stocks or bonds or any other property whatsoever or interest therein not specified or included in the granting clauses hereof;

BUT IN TRUST, NEVERTHELESS, for the equal, proper and proportionate benefit and security, severally and respectively, of all and every the present and future holders of any and every bond issued under and secured by this indenture (which hereinafter are termed the First and Refunding bonds), as well all those presently issued as all hereafter issued in addition thereto or by way of substitution or exchange, in accordance with the terms of this indenture, and for enforcing the payment thereof, when payable, in accordance with the true intent and meaning of the stipulations of this indenture, and of the said bonds and interest obligations respectively, without preference, priority or distinction, as to lien or otherwise, of any one bond over any other bond, by reason of priority in the execution, delivery or negotiation thereof, and so that each and every bond, issued and to be issued as aforesaid, shall have under and by this indenture,

the same right, lien and privilege as every other bond of the issue; and so that the principal and interest of every such bond shall, subject to the terms hereof, be secured hereby equally and proportionately with every other such bond, as though all had been made, executed, delivered and negotiated simultaneously with the execution and delivery of this indenture; it being intended that the lien and security of all such bonds shall take effect from the day of the date of this indenture, without regard to the date of actual issue, sale or disposition thereof; and so that the lien and security of this indenture, and of all bonds issued hereunder, shall take effect from the day of the date hereof, as though upon such day all such bonds actually had been issued, sold, and delivered to, and were then in the hands of, innocent holders for value.

And hereby it is expressly covenanted that all such bonds, and the coupons for interest thereon, are to be issued, authenticated, delivered, received and negotiated, and that the mortgaged and pledged properties and franchises are to be held by the Trustees, subject to the following further covenants, conditions and provisions, viz:

## ARTICLE ONE.

### LIMITATION IN AMOUNT AND ISSUE OF BONDS.

SECTION 1. The authorized issue of bonds under this indenture is limited so that the amount thereof at any one time outstanding, together with all outstanding prior debt of the Railroad Company after deducting therefrom the amount of all bonds reserved under the provisions of this indenture to retire prior debt before, at or after maturity, shall never exceed three times the par value of the then outstanding, fully paid capital stock of the Railroad Company.

Whenever hereafter the amount of such capital stock outstanding shall be increased, thereupon the limit of the authorized issue of bonds hereunder shall be increased to an amount which, together with all then outstanding prior debt of the

Railroad Company after deducting therefrom the amount of all bonds then reserved under the provisions of this indenture to retire prior debt before, at or after maturity, shall be equal to three times the amount of such outstanding, fully paid capital stock as increased.

In determining at any time and from time to time the limit of the authorized issue of bonds hereunder, the prior debt to be added is that which at the time may remain unpaid of the principal of the bonds specified in Section 1 of Article Three of this indenture and of the bonds which hereafter shall be included in prior debt under Sections 2 and 3 of said Article Three (but not including any such bonds deposited with and held by the Corporate Trustee as provided in Section 4 of said Article Three), and the reserved bonds to be deducted are the bonds issuable under this indenture and as provided in said Article Three reserved for the purpose of refunding such prior debt. If, however, there is or at any time there shall be any prior debt of the Railroad Company which is not specified in Section 1 of said Article Three or which shall not be specified as provided in Sections 2 and 3 of said Article Three, the prior debt not so specified shall nevertheless be included in and form a part of the prior debt to be added as aforesaid in determining the limit of the authorized issue of bonds hereunder.

By "prior debt" as used in this Article One is meant that mortgage lien bonded indebtedness of the Railroad Company, or of a successor corporation, or of a corporation whose properties are acquired by the Railroad Company by purchase or merger or consolidation, which is entitled to a lien and rank prior and superior to the lien and rank of this indenture and the bonds issued hereunder; together with any bonded indebtedness whether secured or unsecured, for which bonds shall have been reserved to be issued under Section 3 of Article Three of this indenture.

SECTION 2. Bonds shall not be issued hereunder, or deposited cash be paid (as hereinafter in Section 6 of Article Three defined), in respect of the acquisition of property subject to a prior mortgage or other lien, nor shall railroads or real property subject to a prior mortgage or other lien be acquired and subjected to the lien of this indenture, unless in either case sufficient bonds hereunder shall be available, within the limitations provided in this article, to be reserved, and shall be reserved, to retire such prior debts at maturity.

SECTION 3. Bonds shall not be issued hereunder in respect of the acquisition of the shares of the capital stock of any company or companies, or unsecured bonds or obligations of any company or companies, to a face amount which, when added to the total amount, if any, of "deposited cash" (as hereinafter defined) paid by the Corporate Trustee in respect of such acquisition, shall exceed one-third of the total face amount of bonds outstanding hereunder following such acquisition.

## ARTICLE TWO.

### FORM, EXECUTION, DELIVERY, REGISTRY AND EXCHANGE OF BONDS.

SECTION 1. From time to time the bonds issuable under this indenture shall be executed on behalf of the Railroad Company by its President or any one of its Vice Presidents, under its corporate seal attested by its Secretary or an Assistant Secretary, and shall be delivered to the Corporate Trustee for authentication by it; and thereupon, as provided in this indenture and not otherwise, the Corporate Trustee shall authenticate the said bonds and shall deliver the same to the Railroad Company on its written order. Only such bonds as shall bear thereon endorsed a certificate of authentication substantially in the form hereinbefore recited,

executed by the Corporate Trustee, shall be secured by this indenture or be entitled to any right or benefit hereunder. No bond and no coupon thereunto appertaining shall be valid or obligatory for any purpose until such certificate shall have been duly endorsed on such bond; and such authentication by the Corporate Trustee upon any such bond shall be conclusive evidence that the bond so authenticated has been duly issued hereunder and that the holder is entitled to the benefit of the trust hereby created.

On request of the Railroad Company bonds shall be authenticated and shall be delivered hereunder in advance of the registration or recording of this indenture, or of the delivery to the Corporate Trustee of any of the stocks, pledged under this indenture; but the Railroad Company with all convenient speed shall cause this indenture to be recorded as a mortgage upon railroads and real property, and shall deliver to the Corporate Trustee all such stocks upon which this indenture is a first lien, and which are not required otherwise to be held under agreements heretofore made.

In case any of the officers of the Railroad Company who shall have signed and sealed any of the bonds issuable under this indenture shall cease to be such officers of the Railroad Company before the bonds so signed and sealed shall have been actually authenticated and delivered by the Corporate Trustee, such bonds, nevertheless, may be authenticated and delivered and issued as though the persons who signed and sealed such bonds had not ceased to be officers of the Railroad Company; and also any such bond may be signed and sealed in behalf of the Railroad Company by such persons as at the actual date of the execution of such bond shall be the proper officers of the Railroad Company, although at the date of such bond any such person shall not have been an officer of the Railroad Company. The coupons to be attached to coupon bonds shall be attested by the engraved facsimile signature of the present Treasurer or of any future Treas-

urer of the Railroad Company, and the Railroad Company may adopt and use for that purpose the engraved facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time when such bonds shall be actually authenticated and delivered.

Bonds may be issued originally either as coupon bonds or registered bonds.

The Corporate Trustee shall not authenticate or deliver any coupon bond unless all coupons thereon then matured shall have been detached and canceled.

In every registered bond without coupons, either issued originally as such, or delivered as hereinafter provided in exchange for a coupon bond or coupon bonds or in subdivision of a registered bond of larger denomination, the date specified in the bond, from which the same shall bear interest, shall be the semi-annual interest date next preceding the date of authentication unless such date of authentication be the first day of February, or the first day of August, in which case the bond shall bear interest from such date of authentication.

The bonds to be secured by this indenture shall be issued in series as from time to time shall be authorized by the Board of Directors of the Railroad Company.

The bonds of each such series shall be distinctively designated by a serial letter or otherwise, and shall bear date either the first day of February, or the first day of August, as the case may be, next preceding the date on which such series shall have been authorized.

In authorizing the issue of any series, the Board of Directors of the Railroad Company shall determine (1) the date of maturity of such series, which date shall be not later than February 1, 2121, (2) the rate of interest (which shall be the same for all bonds of the same series and shall be payable semi-annually on the first day of February and the first day of August in each year) to be borne by the bonds of such

series, (3) whether or not the bonds of such series at the election of the Railroad Company shall be redeemable, in whole or in part, before maturity, and if redeemable, the time within which, and the terms and conditions upon which, such series, or any part thereof, may be redeemed, (4) whether (and if so to what extent) or not the bonds and interest thereon of such series shall be payable without deduction for any tax or taxes which the Railroad Company may be required to pay thereon, or to retain therefrom, under any law of the United States of America, or of any state, or of any county or municipality therein, (5) whether or not the bonds of such series shall be convertible into shares of the capital stock of the Railroad Company, and if convertible, the extent to, the terms and conditions upon, and the character of the stock into, which the same are convertible, and (6) whether or not the Railroad Company will provide a sinking fund for the redemption or payment of said series of bonds, or any part thereof; all and singular of which time, terms and conditions shall be appropriately expressed in such bonds.

In authorizing the issue of any series, the Board of Directors of the Railroad Company may determine that such bonds shall contain such other or different provisions as are authorized in this indenture.

Except as in this indenture otherwise expressly authorized, and except as to appropriate variations in the form of coupon bonds and the form of registered bonds without coupons as in this indenture provided, all bonds of the same series shall be identical in tenor.

Coupon bonds having a maturity of over fifty (50) years may have attached thereto at the time of original issue interest coupons for the first fifty (50) years only, and the Railroad Company agrees that it will cause to be attached thereto thereafter, upon application of the bondholder, interest coupons as required for each successive period of fifty (50)

years, or in case of any period to maturity of less than fifty (50) years, for such lesser period.

The coupon bonds shall be issued in the denomination of \$1,000, and may also at the election of the Railroad Company, to be expressed by action of its Board of Directors, be issued in the denomination of \$500 or \$100. The registered bonds without coupons shall be issued in the denomination of \$1,000, and may also, at the election of the Railroad Company, expressed as above provided, be issued in other denominations. Coupon bonds of one denomination may, at the election of the Railroad Company, be made interchangeable for a like principal amount of coupon bonds of other denominations, of the same series, authorized by this indenture.

SECTION 2. The Railroad Company shall keep at an office or agency to be maintained by it in the Borough of Manhattan, City of New York, or at some bank or trust company in said Borough, a sufficient registry of bonds issued hereunder, which at all reasonable times shall be open for inspection by the Corporate Trustee; and the Railroad Company, under such reasonable regulations as it may prescribe, will register therein all bonds without coupons and, upon presentation for such purpose, coupon bonds. The holder of any coupon bond secured hereby may have the ownership thereof as to principal only registered on such register at the said office or agency and such registration noted on the bond by the Railroad Company. After such registration no transfer shall be valid unless made on such register by the registered owner in person or by his duly authorized attorney, and similarly noted on the bond by the Railroad Company. Upon presentation to the Railroad Company, at such office or agency, of any such coupon bond registered as to principal, accompanied by delivery of a written instrument of transfer in a form approved by the Railroad Company, executed by the registered holder, such bond shall be transferred upon such

bond register. The registered holder of any such coupon bond registered as to principal, shall also have the right to cause the same to be registered as payable to bearer, in which case transferability by delivery shall be restored, and thereafter the principal of such bond when due shall be payable to the person presenting the bond; but any such bond registered as payable to bearer may be registered again in the name of the holder with the same effect as a first registration thereof. Successive registrations and transfers as aforesaid may be made from time to time as desired. Each registration and transfer of a coupon bond shall be noted thereon by the bond registrar of the Railroad Company. Registration of any of the coupon bonds as to principal, however, shall not affect the negotiability of the coupons belonging to such bond, but every such coupon shall continue to pass by delivery merely and shall remain payable to the bearer.

A registered bond without coupons of a denomination larger than \$1,000, if such denomination is issued hereunder, may be subdivided into a like principal amount of registered bonds without coupons of the denomination of \$1,000, or of any other denominations higher than \$1,000 if authorized hereunder, into which the same is divisible, of the same series, and likewise registered bonds without coupons of the denomination of \$1,000, or higher denominations, if authorized, may be consolidated into a registered bond without coupons of any authorized higher denomination, of the same series and like principal amount.

SECTION 3. Whenever any coupon bond secured by this indenture, together with all unmatured coupons thereto appertaining, shall be surrendered for exchange for a registered bond, the Railroad Company shall issue, and the said Corporate Trustee shall authenticate and deliver, in exchange for such coupon bond, a like amount of the principal thereof in said registered bonds without coupons of the same series, bearing the same rate of interest,

which shall have endorsed thereon the serial letter or letters borne by the coupon bond or bonds so surrendered for exchange. Whenever any registered bond without coupons hereby secured, together with a written instrument of transfer in a form approved by the Railroad Company, executed by the registered holder, shall be surrendered for exchange for a coupon bond or bonds, the Railroad Company shall issue and the said Corporate Trustee shall authenticate and deliver in exchange for such registered bond a like amount of the principal thereof in said coupon bonds of the same series, bearing the same rate of interest, each respectively bearing one of the serial letters endorsed upon the registered bond so surrendered, and with coupons for interest thereto attached, maturing on and after the next ensuing interest due date on such surrendered registered bond. Whenever any such registered bond shall be surrendered for transfer, together with a written instrument of transfer in a form approved by the Railroad Company, executed by the registered holder, the Railroad Company shall issue, and the said Corporate Trustee shall authenticate and deliver to the transferee a like amount of the principal thereof in new registered bonds, without coupons, of the same series, bearing the same rate of interest, which shall have endorsed thereon the same serial letter or letters of coupon bonds which were endorsed upon the registered bond so surrendered. In every case of any such exchange or transfer the said Corporate Trustee forthwith shall cancel the surrendered bond, and, if a coupon bond, the coupons appertaining thereto, and shall deliver the same to the Railroad Company.

All such transfers or exchanges, unless otherwise covenanted in the bond, shall be made only at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York.

Whenever any bond shall be issued as a registered bond there shall be reserved by the Railroad Company unissued an

aggregate amount of coupon bonds equal to the amount of the registered bond so issued, and an appropriate statement with respect to such reservation and the serial letter or letters of the coupon bonds so reserved unissued shall by the Railroad Company be endorsed on the registered bond issued in lieu thereof or in exchange therefor.

Any bond issued hereunder whether in registered or in coupon form may, notwithstanding the provisions of this section or in addition to the requirements thereof, bear such numbers, letters or other marks of identification or designation, and may be endorsed with such legends or recitals in respect of the bond or bonds for which it is exchangeable, as may be determined by the Board of Directors of the Railroad Company and approved by the Corporate Trustee, and as may be required to comply with the rules and regulations of any stock exchange or to conform with usage in respect thereof; and like provision may be made in connection with the issue of coupon bonds of the denomination of \$100 or of \$500 or of registered bonds without coupons, for the reservation of appropriate numbers or other designating marks of the coupon bonds exchangeable in place thereof as required by such stock exchange rules and regulations or usage.

For any exchange of a coupon bond for a registered bond, or of a registered bond for a coupon bond, and for any transfer of a registered bond, or for any exchange of coupon bonds for coupon bonds of another denomination, or for any subdivision or consolidation of registered bonds without coupons, the Railroad Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge or other expense connected therewith, and also the further sum of not exceeding two dollars for each new bond issued upon such transfer or exchange.

In case the Railroad Company shall determine to issue coupon bonds of the denomination of \$500 or \$100, the holders

thereof shall have no right to exchange the same for registered bonds without coupons unless such right is stated in the bonds, and appropriate omissions may be made in the form of bond hereinabove recited to that end.

SECTION 4. In case any bond issued under this indenture shall become mutilated or be destroyed or lost, the Railroad Company in its discretion may execute, and thereupon the Corporate Trustee shall authenticate and deliver, a new bond of like tenor and date, bearing in the case of a coupon bond the same serial letter and the same coupons as the one mutilated, destroyed or lost, and in the case of a registered bond without coupons, having endorsed thereon the same serial letter or letters of coupon bonds as were endorsed upon the bond so mutilated, destroyed or lost, in exchange and substitution for and upon cancelation of the mutilated bond and its coupons or the mutilated registered bond without coupons, or in lieu of or substitution for the bond and its coupons, or the registered bond without coupons, so lost or destroyed. The applicant for such substitute bond shall furnish to the Railroad Company and to the Corporate Trustee evidence to their satisfaction, respectively, of the destruction or loss of such bond, and said applicant shall also furnish such indemnity to both the Railroad Company and the Corporate Trustee, respectively, as in their discretion they may require. The Railroad Company may require the payment of a sum not exceeding two dollars for each new bond issued under this section, and the payment of any stamp tax or other governmental charge or other expense connected therewith.

SECTION 5. The Railroad Company and the Trustees may deem and may treat the bearer of any coupon bond hereby secured which shall not at the time be registered as hereinbefore authorized, and the bearer of any coupon for interest on any bond whether or not such bond shall be registered, as the absolute owner of such bond or coupon, as the case

may be, for the purpose of receiving payment thereof, and for all other purposes, and neither the Railroad Company nor either of the Trustees shall be affected by any notice to the contrary.

The Railroad Company and the Trustees may deem and treat the person in whose name any registered bond without coupons issued hereunder, shall be registered upon the books of the Railroad Company as hereinbefore provided, as the absolute owner of such bond for the purpose of receiving payment of, or on account of, the principal and interest of such bond and for all other purposes; and may deem and treat the person in whose name any coupon bond shall be so registered as the absolute owner thereof, for the purpose of receiving payment of, or on account of, the principal thereof, and for all other purposes, except to receive payment of interest represented by outstanding coupons.

SECTION 6. Without unreasonable delay, the Railroad Company will cause engraved bonds to be prepared and executed. Until the engraved bonds shall be prepared, the Railroad Company may execute, and, upon the request of the Railroad Company, the Corporate Trustee shall authenticate and deliver, in lieu of such engraved bonds and subject to the same provisions, limitations and conditions, temporary printed bonds of any denomination, substantially of the tenor of the bonds hereinbefore recited, with or without coupons, and with appropriate omissions, insertions and variations as may be required. Pending the preparation of the engraved bonds, such temporary bonds shall be exchangeable for other temporary bonds of like aggregate principal amount, whether of the same or different denominations, in accordance with the provisions of this article. Such temporary bonds shall be exchangeable, without expense to the holder, for the engraved bonds in lieu of which they are issued, and upon preparation of such engraved bonds, the Railroad Company shall prepare and execute, and, upon cancelation of such surrendered

bonds, the Corporate Trustee shall authenticate and shall deliver, in exchange therefor, engraved bonds for the same aggregate principal amount as the temporary bonds surrendered and otherwise in accordance with said temporary bonds. Until so exchanged, the temporary bonds in all respects shall be entitled to the same lien and security of this indenture as the engraved bonds issued and authenticated hereunder. Interest on such of said temporary bonds as may be registered shall be paid to the registered holder thereof, and on such of said temporary bonds as may not be registered shall be paid to the bearer thereof and such payment noted thereon if such temporary bonds shall have been issued without coupons, or, if such temporary bonds shall have been issued with coupons, shall be paid on presentation and surrender of such coupons as they mature. On request of the Railroad Company, such bonds may be authenticated and delivered hereunder in advance of the recording of this indenture, or of the delivery to the Corporate Trustee of any of the stocks pledged under this indenture.

SECTION 7. Whenever requesting the authentication of any bonds hereunder, the Railroad Company shall cause to be delivered to the Corporate Trustee a certified copy of a resolution, duly adopted by the Board of Directors of the Railroad Company, calling for the authentication and delivery of a specified amount of such bonds and specifying the character of registration (if any), the denominations, terms and dates of maturity and of optional redemption (if redeemable), the rate of interest, convertibility into capital stock (if convertible), exemption from taxes (if exempt), and other particular provisions of the bonds the authentication of which is requested, and the bonds authenticated shall conform to such specifications; and in every case the Railroad Company shall deliver to the Corporate Trustee a writing setting forth a copy of such resolution, having appended thereto a certificate signed by the Secretary or an Assistant

Secretary of the Railroad Company under its corporate seal, setting forth that such resolution was duly adopted by said Board of Directors.

Every order of the Railroad Company required to be delivered to either of the Trustees preliminary to any action authorized to be taken by such Trustee upon such order, shall be in writing and shall be signed by the President or any Vice President or the Treasurer of the Railroad Company.

Except in exchange for like principal amounts at the time outstanding under this indenture, the Corporate Trustee shall not in any case authenticate any bonds hereunder unless there shall have been filed with it (1) an opinion of counsel (who may be of counsel for the Railroad Company) to the effect that, except as therein shall be specified, no authorization of the issue of such bonds at the time is required by law to be given by any public service commission, railroad commission or other governmental body, and (2) a copy, authenticated in such manner as may be satisfactory to the Corporate Trustee, of any order or certificate specified in such opinion, authorizing such issue of bonds and made or given by any governmental authority so specified.

The Railroad Company whenever requesting the authentication of any bonds under Section 6 of Article Three hereof, and whenever taking any action requiring the reservation of any bonds under said article, besides complying with the other requirements of this indenture, shall cause to be delivered to the Corporate Trustee a certificate signed by the President or a Vice President and by the Comptroller or some other officer having general supervision of accounts of the Railroad Company, setting forth: (a) the aggregate amount of bonds issued hereunder at the time outstanding; (b) the amount of prior debt of the Railroad Company as defined in Article One hereof then outstanding; (c) the amount of bonds then reserved under this indenture to retire such prior debt, and (d) the aggregate par amount of the fully

paid capital stock of the Railroad Company then outstanding.

### ARTICLE THREE.

#### ISSUE OF BONDS.

First and Refunding bonds shall be executed by the Railroad Company, and authenticated and delivered by the Corporate Trustee as in this indenture provided, to the amount and for one or more of the purposes specified in this article.

SECTION 1. Bonds issuable hereunder in the principal amount of \$178,414,000, shall be and are hereby reserved for issue, from time to time, for the purpose of exchanging, redeeming, purchasing, retiring, refunding or paying, before, at, or after maturity, or reimbursing the Railroad Company for the payment of, prior debt of the Railroad Company, evidenced by the following bonds, all of which are the direct obligation of the Railroad Company, whether the said bonds be outstanding in the hands of the public, or held by the Railroad Company, viz.:

(1) Bonds in the principal amount of \$75,120,000, issued and outstanding or certified by the trustee and in the treasury of the Railroad Company under the provisions of the General Mortgage of the Railroad Company, dated March 2, 1908, maturing March 1, 1958, to Central Trust Company of New York (now Central Union Trust Company of New York), and Oliver M. Spencer, Trustees, securing a total authorized issue of \$300,000,000 of bonds hereinbefore more specifically described in the granting clauses hereof.

(2) Bonds in the principal amount of \$85,000,000 issued and outstanding, or certified by the trustee and in the treasury of the Railroad Company, under the provisions of the Illinois Division Mortgage of the Railroad Company, dated July 1, 1899, maturing July 1, 1949, redeemable after July 1, 1929, to The New England Trust Company, Trustee, securing a total authorized issue of \$85,000,000 bonds, all of which are issued or certified as

hereinbefore more specifically described in the granting clauses hereof.

(3) Bonds in the principal amount of \$18,294,000 issued and outstanding or in the treasury of the Railroad Company, under the provisions of the Nebraska Extension Mortgage of the Railroad Company to The New England Trust Company, Trustee, dated May 2, 1887, maturing May 1, 1927, and securing a total authorized issue of \$29,441,000 bonds, hereinbefore more specifically described in the granting clauses hereof.

It is expressly covenanted in Section 5 of Article Five hereof that (except as provided in Section 4 of this Article Three) bonds shall not be issued under any of the said several mortgages or deeds of trust mentioned above in this section, which shall have the effect to increase the amount of the principal of the bonds at any time outstanding under any of such mortgages or deeds of trust; *provided, however,* any such bonds now certified by the trustees under the mortgage or deed of trust in respect to such bonds, which remain unsold in the treasury of the Railroad Company shall be included in the said principal amounts of bonds above specified, and shall be considered as outstanding for the purposes of this section.

SECTION 2. First and Refunding bonds from time to time shall be reserved hereunder for issue, from time to time, as provided in this article, for the purpose of refunding, purchasing, paying or retiring, before, at or after maturity, or reimbursing the Railroad Company for the payment of, the bonds secured by mortgage prior to the lien of this indenture upon railroads or real property hereafter conveyed by the Railroad Company to the Trustees by indenture or indentures supplemental hereto, executed as provided in Article Eleven hereof. The amount of bonds so to be reserved shall be a principal amount equal to the principal amount remaining unpaid of the prior debt enumerated in such supplemental indenture or indentures. Mortgages which are such liens upon any property which may hereafter be acquired by the

Railroad Company and be conveyed to the Trustees by indenture or indentures supplemental hereto, as aforesaid, shall be specified and described in such supplemental indenture or indentures, and the principal amount of the bonds secured thereby shall be stated therein and thereafter shall be regarded as forming a part of the prior debt of the Railroad Company whenever prior debt is mentioned in this indenture or in any indenture supplemental hereto. Prior debt of the Railroad Company shall also include the indebtedness secured by lien prior to the lien hereof against which bonds are required to be reserved by the Corporate Trustee under paragraph (2) of Section 6 of this article.

SECTION 3. First and Refunding bonds may, subject to the provisions of Article One, at the election of the Railroad Company, to be expressed by resolution of its Board of Directors, a duly certified copy of which shall be delivered to the Corporate Trustee, be from time to time reserved hereunder for issue, from time to time, as provided in this article, for the purpose of refunding, purchasing, paying or retiring, before, at or after maturity, or reimbursing the Railroad Company for the payment of, a like principal amount of the bonded indebtedness of any company, including debenture bonds, and evidenced by an issue of bonds, which hereafter shall be consolidated with or merged into, or whose railroad property hereafter shall be acquired by the Railroad Company, although such bonded indebtedness may not be secured by mortgage; *provided, however,* that the railroad property acquired through consolidation, merger or purchase shall be conveyed by the Railroad Company to the Trustees by, and that such bonded indebtedness shall be specified and the amount thereof stated in, an indenture or indentures supplemental to this indenture, executed as provided in Article Eleven hereof.

The bonded indebtedness against which the Railroad Com-

pany shall so elect to reserve First and Refunding bonds, and which shall be so specified and the amount thereof stated in any supplemental indenture, shall be regarded as forming a part of the prior debt of the Railroad Company, whenever prior debt is mentioned in this indenture or in any indenture supplemental hereto.

SECTION 4. Whenever the Railroad Company shall tender or shall cause to be tendered to the Corporate Trustee any of the obligations, canceled or uncanceled, constituting part of the prior debt, to retire which bonds are then reserved under this article, either in bearer form or accompanied by proper instruments of assignment and transfer, with all unmatured coupons thereunto belonging, whether before, at or after maturity thereof, the Corporate Trustee, in exchange therefor, shall authenticate and deliver to the Railroad Company, or upon its order, First and Refunding bonds in an aggregate principal sum equal to the face amount of the obligations so tendered to the Corporate Trustee. All such obligations delivered to the Corporate Trustee shall be held by it without impairment of the lien of such obligations and as additional security under this indenture. Bonds so held by the Corporate Trustee shall be stamped, "Not negotiable, held in trust for the purposes declared in the First and Refunding Mortgage of the Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921."

If any issue of bonds constituting a part of the prior debt which are surrendered to the Corporate Trustee as herein provided, has been secured by the pledge or hypothecation of underlying bonds issued under a mortgage or deed of trust upon any railroad, or part thereof, conveyed by this indenture, the Railroad Company, when and as it rightfully may, shall withdraw such underlying bonds from the pledge thereof, and shall deposit them with the Corporate Trustee, whether

canceled or uncanceled, to be held by such Trustee for the further security of the bonds secured by this indenture, until such time as the lien or liens of the mortgages or deeds of trust securing the same shall have been fully discharged or satisfied, or adequate provision made therefor, whereupon, *provided*, there shall not be outstanding any bonds of any other issue constituting part of the prior debt secured by mortgage, the lien of which is junior to the lien of the mortgage securing such deposited bonds, and prior to the lien of this indenture upon any part of the property and premises covered by the mortgage securing such deposited bonds, such underlying bonds shall be canceled by the Corporate Trustee, if not already canceled, and delivered to the Railroad Company, upon delivery to the Corporate Trustee of a certified copy of a resolution of the Board of Directors of the Railroad Company requesting such action.

At any time or times at or after the maturity, or within twelve months before such maturity, of any obligations constituting part of the prior debt, to retire which bonds are then reserved under this article, the Railroad Company may sell First and Refunding bonds reserved for such purpose, in order to provide the means to purchase or pay such of the obligations constituting part of the prior debt as shall not theretofore have been delivered to the Corporate Trustee under this indenture, and which have matured or are to mature within twelve months; and the Corporate Trustee shall authenticate and shall deliver to the Railroad Company, or upon its order, First and Refunding bonds in an aggregate principal sum equal to the face amount of such obligations constituting part of the prior debt as have matured, or are to mature within twelve months; *provided*, that cash (other than cash receivable by the Corporate Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture) equal to the principal amount of the First and Refunding bonds so authenticated and delivered shall simultaneously be deposited

with the Corporate Trustee in exchange therefor. Out of the money so received by the Corporate Trustee, it shall, on demand of the Railroad Company, and upon delivery to the Corporate Trustee of the obligations, canceled or uncanceled, either in bearer form or accompanied by proper instrument of assignment and transfer, so purchased by the Railroad Company, pay to the Railroad Company, or upon its order, a sum equal to the face amount of such obligations so purchased.

Whenever all bonds of a particular issue constituting part of the prior debt, shall have been deposited with the Corporate Trustee or provision shall have been made satisfactory to the Corporate Trustee for the payment or retirement of any bonds not so deposited, and if there shall not be outstanding any bonds of any other issue constituting part of the prior debt secured by mortgage the lien of which is junior to the lien of the mortgage securing such deposited bonds and prior to the lien of this indenture upon any part of the property and premises covered by the mortgage securing such deposited bonds, then, upon delivery to the Corporate Trustee of a certified copy of a resolution of the Board of Directors of the Railroad Company requesting such action, all the deposited bonds of such issue constituting part of the prior debt shall be canceled by the Corporate Trustee and surrendered to the Railroad Company, and the Railroad Company shall procure the mortgage or other instrument securing the same to be canceled, released and discharged of record, and all bonds and other obligations or securities mortgaged or pledged thereunder shall thereupon be delivered to the Corporate Trustee as further security hereunder, subject as to underlying bonds to the prior provisions of this section.

In case any of the prior debt, to acquire, retire or refund which, First and Refunding bonds are or shall be reserved pursuant to this article, shall be paid or retired without the

issue of the bonds so reserved for that purpose, the amount of the bonds then reserved shall be reduced by an amount equal to the principal of such prior debt so paid or retired; *provided*, that in the case of the purchase or the retirement of any obligations constituting part of the prior debt, from the general funds of the Railroad Company, the Railroad Company may afterwards, within a period of five (5) years reimburse itself by the exchange of such obligations for First and Refunding bonds pursuant to this article; *provided, further*, if at the respective maturities of any of the following specified issues of prior debt bonds, viz.: Illinois Division Mortgage bonds and Nebraska Extension Mortgage bonds, it shall be obligatory upon the Railroad Company, in observance of its covenants in the premises contained in its aforesaid General Mortgage, to deliver to the trustee under said mortgage any of such matured prior debt bonds which shall have been acquired and shall be held by the Corporate Trustee under the provisions of this indenture, then upon the written order of the Railroad Company the Corporate Trustee shall deliver all of such matured prior debt bonds then held by it to the trustee under said General Mortgage; *provided, however*, that in exchange therefor, the Corporate Trustee shall receive, to be held by it under this indenture as part of the trust estate, General Mortgage bonds for a principal amount equal to the principal amount of the prior debt bonds delivered to the said General Mortgage trustee. In case the Railroad Company should determine so to proceed, it may cause such General Mortgage bonds to be issued in the first instance to refund maturing prior debt bonds of any of the two issues above specified, *provided*, that such General Mortgage bonds so issued forthwith shall be pledged under this indenture; and in any such case, upon such pledge of such General Mortgage bonds, the Corporate Trustee under this indenture shall authenticate and deliver to the Railroad Company bonds reserved under this Article Three for a principal

amount not exceeding either the principal amount of such General Mortgage bonds so pledged under this indenture or the principal amount of prior debt bonds refunded thereby.

A certificate signed by the President or any Vice President, and the Secretary or Assistant Secretary of the Railroad Company, as to any facts pertinent to the right under Sections 1, 2, 3 and 4 of this article, to authenticate and deliver First and Refunding bonds, may be received by the Corporate Trustee as conclusive evidence of such facts and shall constitute full authority for the action of the Corporate Trustee in accordance therewith.

SECTION 5. The First and Refunding bonds hereunder in the principal amount of \$73,000,000, shall after the execution and delivery hereof and without other condition precedent than the demand or demands of the Railroad Company, expressed through duly certified copies of resolutions of the Board of Directors of the Railroad Company, and duly certified copies of orders of the Interstate Commerce Commission authorizing the issuance of said bonds or the portion thereof from time to time demanded by the Railroad Company, to be delivered to the Corporate Trustee, be authenticated and delivered by the Corporate Trustee to the Railroad Company for the purpose of reimbursing the Railroad Company for moneys expended during the five (5) year period ended February 1, 1921, in constructing, purchasing, enlarging and improving and making additions and betterments to the lines of railroad and properties hereinbefore conveyed to the Trustees, purchasing equipment, acquiring the shares of capital stock or bonds of railroad, bridge, depot, terminal and other companies, or retiring or discharging the bonded indebtedness of the Railroad Company, none of which expenditures have been made or reimbursed out of any moneys received by the Railroad Company from bonds issued under any prior mortgage of the Railroad Company or from the issue and sale of its capital stock, and all of which expenditures were when made

and are now properly chargeable to capital account under the rules and regulations of the Interstate Commerce Commission. The bonds so delivered to the Railroad Company, or their proceeds, shall be held and may be used by it for its general corporate purposes, freed and discharged from any and all restrictions other than such as may be expressed in any order or orders of the Interstate Commerce Commission.

SECTION 6. From time to time, First and Refunding bonds may be executed by the Railroad Company, and authenticated and delivered, or deposited cash (as the term "deposited cash," is hereinafter in this section defined) may be paid out, by the Corporate Trustee, to pay for or in reimbursement of expenditures made after February 1, 1921, for some one or more of the following purposes:

I. The construction, completion or acquisition by the Railroad Company of (1) any line or lines of railroad, or any part thereof, or any interest or right therein, now or at any time hereafter subject to the lien of this indenture, or (2) any extensions or branches, or any part thereof, or any interest or right therein, of any line of railroad, extension or branch, now or at any time hereafter subject to the lien of this indenture.

II. (a) The construction, completion or acquisition by the Railroad Company of additional main or other tracks, terminal properties, telegraph or telephone lines, elevators, warehouses, depots, shops, machinery, tools, docks, wharves, piers, landings; coal, oil, lumber or other lands, or interests therein, required to furnish supplies for the operation of the railroads of the Railroad Company; waterpower sites, generating stations, transmission lines, and other structures, appliances and property necessary or useful for the operation of its railroads by electric or other power; and all other additions, betterments and improvements (except rolling stock, floating, and other equipment for which provision is hereinafter made) upon, along or pertaining to, or for use in connection with, or in extension of, any line of railroad or other property of the Railroad Company then subject to this indenture; (b) the construction or acquisition of any of the said additions and betterments or other prop-

erty mentioned in paragraph (a) hereof, upon or in connection with any line of railroad, extension, or branch thereof or other property, owned by any company, not less than 90 per centum of the capital stock (including not less than 90 per centum of the number of outstanding shares having voting rights) of which is, at the time of such construction or acquisition, subject to the lien of this indenture; and any line of railroad, extension, or branch thereof, or other property, now or at any time hereafter leased to the Railroad Company, and the leasehold interest of the Railroad Company wherein is subject to the lien of this indenture; but no bonds shall be issued under this subparagraph (b) in respect of additions to or betterments on leased lines, unless at or prior to the authentication and delivery of such bonds the Railroad Company shall, by appropriate supplemental indenture delivered to the Trustees, agree to create a sinking fund, payable in annual installments, sufficient to provide for the retirement, within the period of the lease of such line to the Railroad Company, of all First and Refunding bonds issued in respect of additions to and betterments on such leased line, or unless the Railroad Company shall, by appropriate supplemental indenture delivered to the Trustees, agree to pay to the Corporate Trustee, at or before the date of termination of such lease to the Railroad Company, an amount in cash sufficient to cover the aggregate cost of the additions to or betterments on such leased line made by the use of First and Refunding bonds, and in such event the Railroad Company shall upon the renewal of such lease (provided such an amount of cash shall so have been paid to the Corporate Trustee), be entitled to the authentication and delivery of First and Refunding bonds to an aggregate face amount equal to the aggregate cost of such additions to or betterments on such leased line; *provided*, that at or prior to the authentication and delivery of such First and Refunding bonds upon such renewal the Railroad Company shall, by appropriate supplemental indenture delivered to the Trustees, agree to create a sinking fund, payable in annual installments, sufficient to provide for the retirement, within the period of such lease as so renewed, of all First and Refunding bonds issued upon such renewal in respect of the cost of such additions and bet-

terments. If the Railroad Company shall acquire the fee in and to any such leased line of railroad, extension, or branch thereof, or other property, in respect of which a sinking fund has been created or payment of cash has been made or agreed to be made by the Railroad Company by such supplemental indenture to cover the cost of additions and betterments thereto, and such leased lines or property shall become subject to the lien of this indenture, thereupon all further obligation of the Railroad Company under such supplemental indenture shall cease, and the Railroad Company shall be entitled (a) to withdraw from any deposited cash in the hands of the Corporate Trustee an amount equal to the sinking fund payments so made, or (b) to have authenticated and delivered to it a principal amount of bonds hereunder equal to said sinking fund payments so made.

III. The construction or acquisition by the Railroad Company of rolling stock, cars, steam or electric engines, motors, motive power, vessels, ferries, tugs, lighters, or other equipment for use upon or in connection with any of the lines of railroad referred to in the preceding paragraphs I and II, *provided*, that no bonds shall be authenticated and delivered or deposited cash paid in respect of rolling stock or equipment which is subject to any equipment trust or other lien securing the purchase price thereof, either pending or after the payment of such purchase price.

IV. The payment or refunding of any indebtedness secured by lien prior to this indenture on any lines of railroad or other real property that shall at any time become subject to this indenture and for which bonds shall have been reserved under this section as hereinafter required.

V. The payment or refunding of any indebtedness contracted for any of the purposes for which bonds are authorized to be issued under this Section 6.

VI. The purchase or acquisition by the Railroad Company of bonds or other evidences of indebtedness of railroad companies whose lines connect at one or more points with the lines of the Railroad Company, bridge, terminal, union depot, land, improvement, coal, oil, electric or other companies furnishing or necessary to furnish, facilities or supplies to the Railroad Company, or the shares of capital stock of any such corporation, *pro-*

*vided*, that (1) such acquisition of shares shall be permitted by law, (2) all the shares so acquired shall be pledged under this indenture as a first lien, and (3) a majority of the stock of any such corporation (except that the amount may be less than a majority of the stock of a bridge, union terminal or depot company but in such case shall include the entire number of shares owned by the Railroad Company) shall have been previously or shall thereby be acquired and owned by the Railroad Company and shall have been or shall be pledged subject to the lien of this indenture or to the lien of any prior mortgage enumerated in this indenture.

In case the authentication and delivery of bonds under this section are called for to reimburse the Railroad Company for expenditures previously made for purposes specified in this section, such bonds shall be authenticated and delivered to the Railroad Company or upon its written order, upon delivery to the Corporate Trustee of a certified copy of the resolution of the Board of Directors of the Railroad Company, as provided in Section 7 of Article Two hereof, and certificates, opinions and copies of orders, as in said Section 7 and hereinafter in this section provided.

Unless the authentication and delivery of bonds under this section are called for to reimburse the Railroad Company for expenditures as aforesaid, the Railroad Company shall, in addition to complying with the requirements of Section 7 of Article Two hereof, deposit with the Corporate Trustee a sum in cash (other than cash receivable by the Corporate Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture) equal to the principal amount of the bonds to be so authenticated and delivered, and thereupon the Corporate Trustee shall authenticate and deliver to or upon the order of the Railroad Company, an amount of bonds secured by this indenture equal at the par or face value thereof to the amount of cash deposited. The term "deposited cash" as used in this indenture shall be deemed to signify the cash so deposited with the Corporate Trustee, together with any moneys which

pursuant to any other provision of this indenture are subject to the provisions of this section and any other cash received by the Corporate Trustee for the disposition of which no other provision is made under this indenture. The deposited cash shall be held by the Corporate Trustee as a part of the trust estate until paid to or upon the written order of the Railroad Company calling for the payment of a specified amount, accompanied by certificates and opinions as hereinafter specified.

The certificate or certificates to be delivered by the Railroad Company to the Corporate Trustee preliminary to the authentication and delivery of bonds for reimbursement of the Railroad Company as aforesaid, or to the payment of deposited cash as aforesaid, in respect of any of the purposes specified in the foregoing paragraphs I, II, III, IV, V or VI shall be as follows:

(1) A certificate of the President or any Vice President, and the Secretary or Comptroller or Chief Engineer of the Railroad Company stating—(a) that expenditures have been made by the Railroad Company subsequent to February 1, 1921, or as an alternative, in case the payment of deposited cash is requested, that money liabilities to an amount specified are payable or forthwith to become payable, for one or more of the purposes specified in this section, and describing briefly each particular purpose and specifying the amount of money actually expended, and the specific liability actually incurred for each of said stated purposes; (b) that the expenditures so made or the liability actually incurred for the purposes indicated in the certificate were not in excess of either the reasonable cost or the fair value of the work done or the property constructed or of the acquisition of the bonds, evidences of indebtedness or shares of capital stock or other property acquired; (c) that no part of such expenditures or liabilities was included in any previous certificate furnished hereunder, and that no bonds have been issued or called for under this indenture or any prior mortgage on account of such expenditures and that no part of such expenditures was made or reimbursed out of any bonds (except bonds issued under Sec-

tion 5 of this Article Three) or moneys received by the Railroad Company from the Corporate Trustee under any of the provisions of this indenture or from the trustee of any prior mortgage; and (d) that such expenditures are properly chargeable to capital account for the cost of road, property investment, or equipment, under the rules and regulations, then in force, of the Interstate Commerce Commission or other governmental body having jurisdiction of the subject matter.

(2) In case of the acquisition of or contract for the acquisition of additional lines of railroad, branches, extensions or other real property, such certificate shall state whether such property is or upon its acquisition will be subject to any lien prior to this indenture other than the prior debt specified in Section 1 of this article, or in an indenture supplemental hereto, executed as provided in Article Eleven hereof, for which bonds are then reserved hereunder and other than ordinary charges incident to construction or operation, and, if any such exists, such certificate shall specify the amount and maturity thereof and that such acquisition will not result in a violation of Section 1 of Article One, and the Corporate Trustee shall set aside and reserve bonds issuable under this Section 6 to the amount of such lien until such lien shall be refunded hereunder or paid and released.

(3) In case any of the purposes specified as aforesaid be the payment or refunding of any indebtedness to pay or to refund which bonds are issuable under this Section 6 of Article Three, such certificate or certificates shall state the amount of the indebtedness to be paid or refunded, the date when, and generally the purposes for which, the such indebtedness was contracted, and that the same constitutes indebtedness of the character described in paragraphs IV and V of this Section 6 of Article Three and that such indebtedness was not in excess of the cost or fair value of the property constructed or acquired or work done for which such indebtedness was contracted.

(4) In case any of the purposes specified as aforesaid be the acquisition of the shares of the capital stock of any company or companies or unsecured bonds or obligations of any company or companies, or to pay or refund any indebtedness contracted for any such purpose,

such certificate or certificates shall state that the issue of bonds will not result in a violation of Section 3 of Article One.

(5) Any such certificate under this section may state any other facts pertaining to the right to authenticate and deliver bonds hereunder, and the different officers of the Railroad Company may respectively certify to separate facts.

Whenever the Railroad Company shall acquire and shall subject to the lien hereof any property subject to any prior lien specified in such certificate as aforesaid, and thereafter any such prior lien shall be paid or be satisfied, or shall be acquired and be subjected to the lien hereof, then the expenditure made by the Railroad Company for the payment, satisfaction or acquisition of such prior lien (not exceeding the principal amount of such prior lien) shall be deemed additional expenditures for the acquisition of such property, and bonds issuable under this section shall be authenticated and delivered to the Railroad Company, or deposited cash paid out, on account of such expenditures, under the authority of the foregoing paragraphs IV and V of this section, and upon delivery by the Railroad Company to the Corporate Trustee of a certificate containing the statements required in the foregoing certificate described in paragraph (3) above so far as applicable and upon compliance by the Railroad Company with the other requirements of this section. The prior lien so acquired and subjected to the lien hereof shall be held by the Corporate Trustee on the same terms as prior debt refunded under Section 4 of this article.

Upon receipt of such certificate and a certified copy of the resolutions and other instruments as hereinbefore provided and upon compliance with the further requirements of this section, the Corporate Trustee shall authenticate and deliver to the Railroad Company, or on its written order, an amount of its First and Refunding bonds, of the description called for in such resolutions, in the principal amount or pay to the Rail-

road Company, or on its written order, deposited cash to an amount, equal to the expenditures made or liabilities incurred by the Railroad Company as set forth in such certificate; *provided*, (1) that the payment to the Railroad Company of deposited cash received by the Corporate Trustee upon the authentication and delivery of bonds, or the authentication and delivery to the Railroad Company of bonds, for and on account of the construction or acquisition of properties described in paragraph III of this Section 6 of this Article Three, shall be limited to an amount of such deposited cash or to a principal amount of such bonds, as the case may be, not exceeding eighty per centum (80%) of the expenditures or liabilities, as the case may be, certified to the Corporate Trustee, as aforesaid, as having been made or incurred under said paragraph III of this Section 6 of Article Three; *provided*, (2) that whenever at any time the aggregate amount of bonds then outstanding and secured, after subtracting from the total amount of bonds outstanding the amount of bonds theretofore issued to refund prior debt specified in Section 1 of Article Three hereof, shall be twice the par value of the then outstanding and fully paid capital stock of the Railroad Company, then the payment to the Railroad Company of deposited cash received by the Corporate Trustee upon the authentication and delivery of bonds in excess of such amount of twice the outstanding and fully paid capital stock, and the authentication and delivery to the Railroad Company of any bonds in excess of the said amount of twice the outstanding and fully paid capital stock for any of the purposes for which bonds might be issued under the provisions of this Section 6 of Article Three (other than the purposes expressed in paragraph I and other than in payment for stocks, bonds or other securities of connecting railroad companies, issued on account of the construction or acquisition of railroad mileage, the cost of which is not less than the cost of such stocks, bonds and other securities,

and other than stocks, bonds and other securities of any depot, bridge, terminal or transfer company, or other company having the right to furnish station, terminal or transfer facilities in connection with the operation of the railroads subject to this indenture), shall be limited to an amount of such deposited cash or to a principal amount of such bonds as the case may be, not exceeding eighty per centum (80%) of the expenditures or liabilities, as the case may be, certified to the Corporate Trustee, as aforesaid, as having been made or incurred; *provided*, (3) that the aggregate amount of bonds at any one time issued and outstanding under this indenture for and on account of the construction and acquisition of properties of the character described in paragraph II, except so far as such paragraph authorizes the construction, completion or acquisition of additional main or other tracks or terminal properties; or, under paragraph VI of Section 6, except in so far as said paragraph authorizes the purchase of stocks, bonds or other evidences of indebtedness of connecting railroad companies, or bridge, terminal or union depot companies (subject to the limitation of Section 3 of Article One of this indenture), shall never exceed twenty-five per centum (25%) of the aggregate amount of all bonds then issued and outstanding under this indenture, including the bonds then proposed to be issued. In case the Railroad Company shall request the payment of deposited cash or the authentication and delivery of bonds in payment of indebtedness contracted for the purposes specified in paragraphs I, II, III and VI of this Section 6, such deposited cash shall be released and paid, and bonds authenticated and delivered to the Railroad Company only to the extent that the Railroad Company would have been entitled to receive such cash or bonds in reimbursement for payments made out of its general funds for the purposes specified in said paragraphs I, II, III and VI. The certificate and resolutions and other instruments required to be submitted to the

Corporate Trustee hereunder may be received by it as conclusive evidence of any statement therein contained pertaining to its right to authenticate and deliver bonds or pay out deposited cash under this section and shall be full protection to the Corporate Trustee for its action on the faith thereof.

All property, indebtedness and rights, and all additions, betterments and improvements, in respect of which deposited moneys shall be paid, or bonds shall be issued hereunder, or the proceeds of bonds shall be used, shall be included, without further conveyance or transfer, in the granting clauses of this indenture and shall be subject to the lien hereof; but the lien of this indenture thereon, however, shall be subordinate to the liens securing prior debt specified and to be specified in and pursuant to the provisions of this Article Three to the extent that the liens of such prior debt shall attach thereto.

When any certificates for shares of stock, or any bonds or other indebtedness, shall have been acquired under the provisions of the foregoing paragraph VI of this section, there shall be delivered to the Corporate Trustee the written opinion of counsel for the Railroad Company that the Railroad Company is authorized by law to acquire and to hold such stock, bonds or indebtedness; and such certificates of stock, endorsed in blank for transfer, or accompanied by appropriate instruments of assignment in blank for transfer, and such bonds, and the assignments of such other indebtedness, shall be delivered to the Corporate Trustee hereunder, or to a trustee having prior right to the pledge thereof under some indenture securing prior debt specified in or pursuant to this Article Three; and in case there shall be such another trustee having such prior right, then the right of the Corporate Trustee and the Trustees in and to such stock, bonds and indebtedness shall be subordinate to that of such other trustee.

The Railroad Company shall execute and acknowledge or shall cause to be executed and acknowledged any conveyances or instruments of further assurance that may be neces-

sary for the purpose of subjecting to the lien and operation of this indenture any property so acquired by the Railroad Company, and, unless satisfied and discharged, any indebtedness, liens or charges so taken up or acquired; and, also, shall furnish the written opinion of counsel for the Railroad Company to the effect that such conveyances or other instruments are sufficient for that purpose, or, in lieu of such instruments of further assurance, the Railroad Company shall furnish a written opinion of such counsel that no conveyance or instrument of further assurance is necessary for the purpose aforesaid.

SECTION 7. Whenever and as often as the Railroad Company shall have called for redemption all or any part of any particular series of bonds issued hereunder subject to such redemption, it may tender or cause to be tendered to the Corporate Trustee, before, at or after redemption or payment, either in bearer form or accompanied by proper instruments of assignment and transfer, and either canceled or uncanceled, any of such bonds with all unmatured coupons, if any, thereto belonging; and, in exchange for such bonds received by the Corporate Trustee upon such tender, upon receipt of a copy of the resolution calling for redemption the said series of bonds or part thereof and of a resolution requesting the Corporate Trustee to authenticate hereunder and to deliver to the Railroad Company bonds for the purpose, and specifying the provisions of said bonds in conformity with Section 7 of Article Two of this indenture, the Corporate Trustee shall authenticate and deliver to the Railroad Company on its written order, bonds hereunder for a principal amount equal to the principal amount of such bonds so received by the Corporate Trustee.

At any time or times, upon delivery to the Corporate Trustee of a copy of the resolution calling for redemption any particular series of bonds or part thereof issued hereunder and subject to redemption,

and of a resolution requesting the Corporate Trustee to authenticate hereunder and to deliver to the Railroad Company bonds for the purpose, the Corporate Trustee shall authenticate and deliver to the Railroad Company, on its written order, bonds issued under this indenture for a principal amount not exceeding the principal amount of the bonds called for redemption, *provided*, that cash (other than cash receivable by the Corporate Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture) equal to the principal amount of the bonds so authenticated and delivered shall simultaneously be deposited with the Corporate Trustee in exchange therefor. On the written order of the Railroad Company, and upon delivery to the Corporate Trustee from time to time, before, at or after redemption and payment, in bearer form or accompanied by proper instruments of assignment and transfer, and whether canceled or uncanceled, of bonds of the series or part thereof called for redemption (other than bonds in exchange for which the Corporate Trustee shall have authenticated and delivered bonds under the first paragraph of this section), together with all unmatured coupons, if any, appertaining to such bonds, the Corporate Trustee, out of the cash so deposited with it, or out of any cash held by the Corporate Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture and directed by the Railroad Company to be applied to such purpose, shall pay to the Railroad Company a sum equal to the principal amount of such bonds so delivered to the Corporate Trustee.

In case any such bond shall have been canceled before tender thereof to the Corporate Trustee under the provisions of this Section 7, said Trustee shall not accept the same (1) if any bond in lieu thereof or in exchange therefor has been issued and is outstanding, other than a bond issued hereunder against the deposit of cash as provided in this Section

7, or (2) if such canceled bond shall have been redeemed or paid by the use of property or proceeds of property subject to the lien of this indenture.

If any bond tendered to the Corporate Trustee under the provisions of this Section 7 be a bond purchased or acquired by means of a sinking fund provided for in respect to such series, the Corporate Trustee shall not accept the same, unless and until all the bonds of such series shall be tendered to it.

No bond shall be issued by the Railroad Company and authenticated and delivered by the Corporate Trustee under the provisions of this Section 7 in refunding bonds originally issued in respect of additions to or betterments on leased lines, unless the Railroad Company shall have acquired the fee in and to any such leased lines or unless the Railroad Company shall comply, with respect to such new issue, with all the requirements of paragraph II of Section 6 of this Article Three in connection with the issuance of bonds in respect of additions to or betterments on leased lines.

All bonds and coupons delivered to the Corporate Trustee under the provisions of this section unless previously canceled, shall be canceled by the Corporate Trustee upon such delivery, and after the Corporate Trustee shall have stamped on such bonds a notation that the same have been refunded under this indenture, shall be returned to the Railroad Company.

SECTION 8. (a) Whenever, from time to time, the Railroad Company shall tender or cause to be tendered to and shall deposit or cause to be deposited with, the Corporate Trustee, either in bearer form or accompanied by proper instruments of assignment and transfer duly executed in blank, and whether before, at or after the maturity thereof, and whether canceled or uncanceled, any bonds of a series theretofore issued under this indenture (hereinafter in this Section termed

“early maturing series”) together with all unmatured coupons, if any, thereto belonging, together with a copy of a resolution, authorizing or ratifying the purchase or payment or other acquisition of the bonds so tendered, or reciting or certifying that such bonds are tendered or are to be tendered to the Corporate Trustee pursuant to arrangement with the Railroad Company, and requesting the said Trustee to authenticate and to deliver other bonds issuable under this indenture in exchange therefor, the said Trustee, in exchange for bonds received by the said Trustee upon such tender, shall authenticate and deliver to the Railroad Company, on its written order, bonds issued under and secured by this indenture for a principal amount equal to the principal amount of such bonds so received by the said Trustee; *provided, however*, that no bonds shall be issued by the Railroad Company or authenticated and delivered by the Corporate Trustee in refunding of bonds originally issued in respect of additions to or betterments on leased lines, unless the Railroad Company shall have acquired the fee in and to any such leased line or unless the Railroad Company shall comply, with respect to such new issue, with all requirements of paragraph II of Section 6 of this Article Three in connection with the issuance of bonds in respect of additions to or betterments on leased lines.

(b) At any time or times, at or after the maturity, or within twelve months before such maturity, of any such early maturing series, the Railroad Company may sell or otherwise dispose of bonds issued under and secured by this indenture for a principal amount not exceeding the principal amount of such early maturing series; *provided, however*, that no bonds shall be issued by the Railroad Company or authenticated and delivered by the Corporate Trustee in refunding of bonds originally issued in respect of additions to or betterments on leased lines, unless the Railroad Company shall have acquired the fee in and to any such leased

line or unless the Railroad Company shall comply, with respect to such new issue, with all requirements of paragraph II of Section 6 of this Article Three in connection with the issuance of bonds in respect of additions to or betterments on leased lines. Upon delivery to the Corporate Trustee of a copy of a resolution requesting the said Trustee to authenticate and to deliver to the Railroad Company such bonds to be sold or disposed of for or in respect of the payment or purchase of the bonds of any such early maturing series, and specifying such bonds so to be paid or purchased, the said Trustee shall authenticate and deliver to the Railroad Company, on its written order, bonds issued under and secured by this indenture for a principal amount not exceeding the principal amount of the matured or maturing bonds to be paid or purchased as aforesaid; *provided*, that cash (other than that held or receivable by the said Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture) equal to the principal amount of the bonds so authenticated and delivered shall simultaneously be deposited with the said Trustee in exchange therefor. On the written order of the Railroad Company, and upon delivery to the said Trustee from time to time of bonds of such early maturing series specified in the resolution aforesaid (other than bonds in exchange for which the said Trustee shall have authenticated and delivered bonds under the foregoing subdivision (a) of this Section 8), either in bearer form or accompanied by proper instruments of assignment and transfer, duly executed in blank, and either canceled or uncanceled, together with all unmaturing coupons, if any, thereto belonging, the said Trustee, out of the cash so deposited with it, or out of any cash held by the said Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture and directed by the Railroad Company to be applied to such purpose, shall pay to the Railroad Company or upon its written order a sum

equal to the principal amount of such bonds so delivered to the said Trustee.

In case any such bond shall have been canceled before tender thereof to the Corporate Trustee under the provisions of this Section 8, said Trustee shall not accept the same (1) if any bond in lieu thereof or in exchange therefor has been issued and is outstanding, other than a bond issued hereunder against the deposit of cash as provided in this Section 8, or (2) if such canceled bond shall have been redeemed or paid by the use of property or proceeds of property subject to the lien of this indenture.

If any bond tendered to the Corporate Trustee under the provisions of this Section 8 be a bond purchased or acquired by means of a sinking fund provided for in respect to such series, the Corporate Trustee shall not accept the same, unless and until all the bonds of such series shall be tendered to it.

Any bonds and coupons delivered to the Corporate Trustee under the provisions of this Section 8, unless previously canceled, shall be canceled by the said Trustee upon such delivery, and after the said Trustee shall have stamped on such bonds a notation that the same have been refunded under this indenture, shall be returned to the Railroad Company.

SECTION 9. The Corporate Trustee shall be entitled to receive the resolutions, certificates, orders, opinions of counsel, and other writings, in Section 7 of Article Two and in this Article Three provided for, as conclusive evidence of the truth of the statements therein contained, respectively, and as full authority for the taking of any action in accordance therewith under this Article Three, and they shall constitute full authority and protection to the Corporate Trustee for its authentication and delivery of bonds and the payment of deposited moneys under the provisions of this Article Three.

The same officer or officers of the Railroad Company need not certify to all the facts required to be certified under the provisions of this Article Three, but different officers may certify to separate facts respectively.

SECTION 10. Anything in this indenture to the contrary notwithstanding, the Corporate Trustee may, but shall not be required to, authenticate bonds or pay deposited cash to the Railroad Company, or upon order of a court of competent jurisdiction, to a receiver of the Railroad Company, if an event of default as hereinafter defined in Section 2 of Article Seven shall have happened and be continuing.

#### ARTICLE FOUR.

##### REDEMPTION OF BONDS ON OR BEFORE MATURITY.

SECTION 1. In the issue of any particular series of bonds hereunder the Railroad Company may reserve the right to redeem, before maturity, all or any part of the bonds of that series, at such time or times and on such terms as the Board of Directors of the Railroad Company, may determine and as shall be appropriately expressed in each of the bonds of that series, the day of redemption being in every case either the first day of February or the first day of August.

In case the Railroad Company shall desire to exercise such right to redeem and to pay off all or any part of the bonds of a particular series on any first day of February or August, in accordance with the right reserved so to do, it shall advertise, in a newspaper of general circulation in the Borough of Manhattan, City and State of New York, at least once in each week for nine (9) successive weeks next preceding such first day of February or August, the first publication to be not less than sixty (60) days prior to the date of redemption, a notice that the Railroad Company has elected to redeem and pay off all or part (and if a part, the

serial numbers thereof shall be given) of the bonds of such particular series on such first day of February or August, and that on such first day of February or August there will become and be due and payable upon each of the bonds so to be redeemed, at the office or agency of the Railroad Company in the Borough of Manhattan, City and State of New York, the principal thereof, with such premium, if any, as is specified in such bonds, together with the accrued interest to such first day of February or August. Upon advertisement of such notice by the Railroad Company, the bonds so called for redemption shall become and shall be due and payable on the first day of February or August, specified in such notice, at par, or with such premium, if any, as is specified in such bonds, together with the interest accrued from the last-matured interest installment.

The sum so due for principal and premium, if any, of each coupon bond shall be payable to the bearer of such coupon bond unless it shall have been registered, and, if it shall have been registered, then such payment shall be made to the registered holder of such registered coupon bond, but in no case shall the Railroad Company be required to make such payment except upon surrender of such bond and of all unmatured coupons for interest thereon. All coupons for interest which shall have matured on or prior to the date of redemption designated in such notice shall continue to be payable, but without interest thereon, to the respective bearers of such coupons. The sum so payable upon registered bonds without coupons for principal and for premium, if any, and for unpaid interest which shall have matured on or prior to the date of redemption designated in such notice, shall continue to be payable, but without interest thereon, to the holders of such bonds or their assigns under duly executed instruments of assignment but only upon surrender of the bonds.

From and after the date of redemption designated in such

notice so advertised (unless the Railroad Company shall make default in payment as herein provided upon demand) no further interest shall accrue upon any of the bonds so called for redemption; and anything in such bonds or in such coupons or in this indenture to the contrary notwithstanding any coupon for interest appertaining to any such bond and maturing after such date shall become and be null and void.

SECTION 2. If the Railroad Company shall elect to redeem a part only of any series of First and Refunding bonds then outstanding, the bonds of said series so to be redeemed shall be selected by lot by the Corporate Trustee in such manner as it shall deem proper, and, if the Railroad Company shall so desire and shall seasonably designate a representative for that purpose, in the presence of the representative so designated.

Whenever exercising the right of redemption as provided for in this Article Four, the Railroad Company, if requested by the Corporate Trustee so to do, shall furnish the said Trustee with a duly certified copy of a resolution of its Board of Directors, electing to redeem, and properly designating, the bonds called for redemption.

SECTION 3. On the deposit with the Corporate Trustee of the amount necessary so to redeem all the outstanding bonds issued under this indenture (if they shall all be redeemable and shall all have been called for redemption), together with proof of the giving of said notice or notices of redemption of all of said bonds as hereinbefore provided, and on payment to the Trustees of all their costs, charges and expenses in relation thereto, the Trustees shall cancel and satisfy this indenture and assign and deliver to the Railroad Company all securities then held by the Trustees or either of them under the provisions hereof. The Corporate Trustee shall apply the moneys so deposited with it to the payment of the

bonds issued under this indenture at the rate aforesaid with accrued interest to the interest day designated for redemption.

SECTION 4. All bonds redeemed and paid under this Article Four shall be canceled, and no bonds of any series of bonds so redeemed shall be reissued.

## ARTICLE FIVE.

### PARTICULAR COVENANTS OF THE RAILROAD COMPANY.

*The Railroad Company covenants as follows:*

SECTION 1. It will duly and punctually pay, or cause to be paid, to every holder of any bond issued and secured hereunder, the principal and interest accruing thereon, at the dates and place and in the manner promised in such bond, or in the coupons thereto belonging, according to the true intent and meaning thereof. The interest on coupon bonds shall be payable only upon presentation and surrender of the several coupons annexed to said coupon bonds as such coupons respectively mature; and when and as paid all coupons shall forthwith be canceled by the Railroad Company. The interest on registered bonds without coupons shall be payable only to the registered owners thereof. At all times until the payment of the principal of such bonds the Railroad Company will maintain an office or agency in the Borough of Manhattan, City and State of New York, where said bonds and coupons may be presented for payment, and where notices or demands in respect of all of said bonds and coupons may be served.

At such office or agency the Railroad Company will register, transfer and exchange any of the bonds issued under this indenture, which by their terms may be registered, transferred or exchanged thereat respectively.

As a condition precedent to the payment of any installment of interest on a registered bond or of any coupon for interest

on a coupon bond, the Railroad Company may require the registered holder of such registered bond or the bearer of such coupon to furnish such evidence as will enable the Railroad Company to determine whether it is required by law to deduct or to retain any tax or taxes from the interest so payable.

From time to time, the Railroad Company will give notice to the Corporate Trustee of the location of any such office or agency or agencies and of any change of location thereof, and in case the Railroad Company shall fail to maintain any such office or agency or fail to give such notice of any change thereof, presentation and demand may be made and notices may be served at the office of the Corporate Trustee, but, except where otherwise expressly provided by this indenture, the Corporate Trustee shall not be under any duty to the Railroad Company or any other corporation or person to take any action in respect of any such demand or notice.

SECTION 2. At any and all times the Railroad Company will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered by any other corporation or person obligated to the Railroad Company so to do, all and every such further acts, deeds, conveyances, mortgages and transfers and assurances in the law, as the Corporate Trustee or the Trustees shall reasonably require, for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustees, all and singular the hereditaments and premises, estates and property hereby conveyed or assigned, or intended so to be or which the Railroad Company hereafter may become bound to convey or assign to the Trustees.

SECTION 3. The Railroad Company, from time to time, will pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the railroads and other premises hereby mortgaged, or the property hereby pledged, or upon any part thereof, or upon the income and

profits thereof, or upon the interest of the Trustees therein, the lien of which would be prior to the lien hereof, so that the priority of this indenture shall be fully preserved in respect of such properties and premises at the cost of the Railroad Company without expense to the Trustees or the bondholders; *provided, however,* that nothing contained in this section shall require the Railroad Company to pay any such tax, assessment or charge, so long as the Railroad Company in good faith and by appropriate legal proceedings shall contest the validity thereof, and that nothing in said bonds or in this indenture contained shall obligate or be deemed to obligate the Railroad Company to pay any tax, assessment, or other governmental charge, the agreement to pay which or the payment of which would be contrary to law or would result in the forfeiture of any rights or interest secured to any of said bondholders by the terms of said bonds or of this indenture.

SECTION 4. The Railroad Company covenants that the railroads and appurtenances hereby mortgaged are subject to no mortgage or trust deed except those securing the bonds described in Section 1 of Article Three, and that it will not (subject to the provisions of Sections 5, 6 and 13 of this Article Five and of Section 7 of Article Six of this indenture), create or suffer to be created any lien or charge having priority to, or preference over, the lien of this indenture upon the mortgaged premises, or any part thereof, or upon the income thereof, and, within six months after the same shall accrue, it will pay, or cause to be discharged, or will make adequate provision for the satisfaction or discharge of, all lawful claims and demands of mechanics, laborers and others, which, if unpaid, might by law be given precedence to this indenture as a lien or charge upon the mortgaged premises or any part thereof, or the income thereof; *provided, however,* that nothing contained in this section shall require the Railroad Company to pay any

such claim or demand so long as the Railroad Company in good faith shall contest the validity thereof or its enforcement as a lien or charge superior to this indenture.

SECTION 5. The Railroad Company covenants (except as provided in Section 4 of Article Three of this indenture) that bonds shall not hereafter be issued under any of the several mortgages or trust agreements described in Section 1 of Article Three hereof, which shall have the effect to increase the amount of the principal of the bonds at any time issued or outstanding under any of said mortgages or deeds of trust; *provided, however*, bonds now certified by the trustee, which remain unsold in the treasury of the Railroad Company as specified in part First of the granting clauses of this indenture, shall be included in the said principal amounts of bonds specified in said Section 1 of Article Three hereof, and shall be considered as issued or outstanding for the purposes of said Section 1.

SECTION 6. The Railroad Company will pay or cause to be paid the interest on the bonds described in Section 1 of Article Three hereof, as well as on all other obligations that shall or may be secured by liens upon any part of the mortgaged property prior in lien hereto, and not pledged with and held by the Trustees hereunder, as and when such interest shall become payable, and will pay the principal of every such bond or obligation when due, and will not extend or renew the same, or will cause the same to be taken up and pledged under this indenture; *provided, however*, the Railroad Company hereby expressly reserves the right at its option to extend, by one or more extensions or renewals, the time of payment of the principal of any or all of the bonds constituting prior debt, described in Section 1 of Article Three of this indenture, to a date not later than February 1, 2100; and further, the Railroad Company hereby expressly

reserves the right to cause to be issued, refunded, renewed or extended, bonds of other companies, as provided in Section 13 of this Article Five, and in Section 7 of Article Six of this indenture.

SECTION 7. The Railroad Company will not voluntarily suffer or permit to be terminated or revoked the franchises to it granted and upon it conferred and subject to the lien hereof, and will at all times maintain, preserve and keep the mortgaged property, including all extensions thereof and additions thereto, and every part thereof, in thorough repair, working order and condition, and supplied with rolling stock, equipment, apparatus, appliances, tools and motive power of capacity adequate to the proper conduct and the natural increase of its business. The Railroad Company will keep and maintain in good order and condition, all equipment at any time subject to the lien of this indenture. The Railroad Company will replace with equipment of equal value or capacity, when worn out, abandoned or otherwise disposed of, all equipment owned or possessed by the Railroad Company at the date of this indenture, and all equipment which shall be acquired or shall come into the possession of the Railroad Company after the date of this indenture and in respect of which bonds or deposited cash shall be used pursuant to the provisions of Section 6 of Article Three of the indenture. For the purpose of such replacement, (a) the value or capacity of equipment owned or possessed by the Railroad Company at the date of this indenture shall be deemed to be the value or capacity of such equipment at such date, and (b) the value or capacity of all equipment which shall be acquired or shall come into the possession of the Railroad Company, after the date of this indenture and in respect of which bonds or deposited cash shall be used, shall be deemed to be the value or capacity of such equipment at the date the Railroad Company shall have acquired the ownership or possession thereof.

Upon request of the Corporate Trustee, the Railroad Company will furnish to the Corporate Trustee, at reasonable intervals, a statement of the amount, description and condition of the equipment subject to this indenture, and will permit said Trustee, through its agents, to inspect said equipment, and upon request of said Trustee will give to it such information as the Railroad Company may have of the then location of said equipment. The Railroad Company will also diligently observe all of the conditions, so as to prevent the forfeiture thereof, by reason of any act or omission of the Railroad Company, of all and every of the franchises and other rights to it granted and upon it conferred that shall be necessary or desirable for the maintenance, operation or enjoyment of the property of the Railroad Company or any part thereof.

SECTION 8. The Railroad Company, from time to time, will punctually observe and perform all of its obligations, and will pay and discharge all amounts payable, under and by virtue of any lease of property or trackage contract held by it at any time subject to the lien of this indenture, and will not suffer or permit any default for which any such lease or trackage contract might be terminated, so that the interest of the Railroad Company in such leasehold estates or trackage contracts may be at all times preserved unimpaired as security for the bonds hereby secured; *provided, however,* that nothing contained in this section shall require the Railroad Company to make any such payments or to observe any such obligations, so long as it shall in good faith contest its liability therefor.

In case and whenever default shall be made in paying any sum stipulated to be paid in any lease or trackage contract subject to the lien of this indenture, or any sum which in Sections 3, 4 or 6 of this article the Railroad Company has covenanted to pay or discharge, or cause to be discharged, or to provide for satisfying and discharging, the Corporate

Trustee, without affecting any of its rights hereunder, from time to time, in its discretion, may itself pay any sum so in default, and thereupon shall have, and forthwith may assert a lien for such advances and interest thereon upon the trust estate and the proceeds thereof, which lien shall be entitled to priority in rank and to priority in payment from the income and profits of the trust estate over the bonds issued hereunder.

SECTION 9. The Railroad Company will not issue, negotiate, sell or dispose of any bonds hereby secured, in any manner other than in accordance with the provisions of this indenture, and the agreements in that behalf herein contained, and in issuing, selling, negotiating or otherwise disposing of such bonds, from time to time, it will well and truly apply or cause to be applied, the same or the proceeds thereof to and for the purposes herein prescribed, and to and for no other or different purpose.

SECTION 10. The Railroad Company, in every indenture supplemental hereto which hereafter may be executed, will enumerate all mortgages which are liens upon the railroads or parts thereof thereby conveyed under which bonds constituting prior debt shall have been issued, and will describe such mortgages and state the principal amount and date of maturity of, and the interest borne by, all bonds outstanding thereunder.

SECTION 11. The Railroad Company will duly record this indenture and every indenture supplemental hereto which hereafter may be executed, and will pay any mortgage recording tax legally due upon the recording of this indenture or any indenture supplemental hereto, and will pay any tax or fee legally due at any time upon the issuing of bonds secured hereby as and when such bonds shall be issued, and also will make such statements and do such acts now and hereafter as are or shall be required by it to be made or done under

any law affecting the recording hereof or of any supplemental indenture or the payment of any such tax or fee.

SECTION 12. In case the Railroad Company shall hereafter create any mortgage upon the railroads and property subject to the lien of this indenture or any part thereof, such mortgage shall be and shall be expressed to be subject to the prior lien of this indenture for the security of all bonds then issued or thereafter to be issued hereunder within any limitation of amount then or thereafter to be fixed as in this indenture provided.

SECTION 13. The Railroad Company will not sanction or permit any issue of additional shares of capital stock of any company, of whose capital stock the greater part shall be pledged or assigned hereunder, or (except as in this section or in this indenture otherwise provided) the issue of any bonds of any such company, or the creation of any mortgage or other lien upon the railroad or property of any such company, unless simultaneously there shall be made effective provision that such indebtedness and the evidences thereof, and such bonds issued and such mortgage or other lien, and all such additional stock (or such part of such additional stock as shall be proportionate to the part of such entire issued capital stock previously subject to this indenture), forthwith, upon the issue or creation thereof, shall be pledged with or assigned to the Corporate Trustee hereunder; and all such additional stock shall be fully paid and nonassessable; *provided, however*, that the provisions of this section shall not apply to the issue of bonds or other indebtedness by The Colorado and Southern Railway Company, or any bridge, depot or terminal company, the greater portion of whose capital stock may at any time be subject to the lien of this indenture; *provided, further*, that the provisions of this section shall not apply to the issue by any company, of whose capital stock the greater part shall be pledged or assigned hereunder, of

(a) any bonds issued or guaranteed, or to be issued or guaranteed, pursuant to the provisions of any mortgage or deed of trust executed by any such company prior to the date of this indenture;

(b) any bonds issued or guaranteed, or to be issued or guaranteed, in substitution or exchange for, or to refund or renew, a like amount of bonded debt of any such company;

(c) any extension of the time of payment of the bonded debt of any such company;

(d) any promissory obligations or other evidences of indebtedness which may be issued in the current operation of its property by any such company, if it is an operating company;

(e) any bonds or other evidences of indebtedness issued or guaranteed, or to be issued or guaranteed, by any such company which, or the proceeds of which, are to be used by such company for the construction or acquisition of betterments, additions, improvements or extensions of and to property owned by it, or additional property or bonds or stock of other companies, or equipment for railroads which it may own;

(f) a purchase-money mortgage or purchase-money lien upon any property which may hereafter be acquired by any such company, and which purchase-money mortgage or lien shall apply to, and be a charge upon, only such property so acquired;

(g) capital stock issued in exchange for the debts of any such company, *provided*, that a majority of all the capital stock of such company shall remain subject to the lien of this indenture;

(h) the issue by any such company of registered bonds without coupons in exchange for coupon bonds, or of coupon bonds in exchange for registered bonds without coupons, or of registered bonds without coupons or coupon bonds in exchange or substitution for such bonds mutilated or destroyed or lost; *provided, however*, that the aggregate principal

amount of such bonds outstanding shall not thereby be increased.

Except as herein otherwise expressly provided, the Railroad Company, unless with the consent of the Corporate Trustee, will not sanction or permit any company, of whose capital stock the greater part shall be pledged or assigned hereunder, to sell or otherwise dispose of its railroad or property or any part thereof, except to the Railroad Company or to some other company of whose capital stock not less than the same proportionate part then shall be owned by the Railroad Company and be pledged hereunder. Any such railroad or property so acquired by the Railroad Company forthwith and *ipso facto* shall become subject to the lien of this indenture, and by proper instruments shall be conveyed to the Trustees subject to any liens then existing thereon or, upon such conveyance, to attach thereto; *provided, however*, that any company, of whose capital stock the greater part shall be pledged hereunder, from time to time, may sell any of its property, which, at the time of such sale, by resolution of its board of directors, shall be found no longer to be necessary or advantageous to be retained for the purposes of its business and the sale of which shall be authorized by a resolution of its board of directors directing that the proceeds thereof shall be held apart from all other funds of such company until applied to the acquisition or construction of other property.

Except as herein otherwise expressly provided, the Railroad Company, unless with the consent of the Corporate Trustee, will not sanction or permit any company, of whose capital stock the greater part shall be pledged or assigned hereunder, to lease its railroad or property, or any part thereof, except to the Railroad Company or to some other company of whose capital stock not less than the same proportionate part then shall be owned by the Railroad Company and be pledged hereunder, nor unless such

lease be upon the condition that it shall terminate at the election of the Trustees, by entry or otherwise, in case default shall be made and shall continue as provided in Section 2 of Article Seven hereof, and at the election of the purchaser, in case of a sale of the property subject to this indenture; *provided*, that customary leases of tracks, rights of way and terminals for industrial or commercial purposes, or of property not required for railroad use, under leases terminable upon not more than one year's notice, shall not be considered as being within this paragraph.

## ARTICLE SIX.

### CONTROL OF STOCKS AND BONDS PLEDGED.

SECTION 1. So long as any stocks, bonds or other property now or at any time hereafter subject to the lien of this indenture shall be subject to the prior lien of any other indenture, the lien and all provisions of such other indenture in regard thereto shall in all things be respected and observed, and until released pursuant to such indenture, the stocks, bonds and other property covered thereby shall be and shall remain subject to the prior and superior lien thereof and shall be held as provided in such indenture, with all the powers, rights and discretions and subject to all the provisions set forth in such indenture; and neither the execution of this indenture nor any action hereunder shall in any manner affect such other indenture or any rights of the holders of the bonds thereby secured or any rights or duties of the trustee thereunder.

Whenever any indenture which shall be a prior lien upon any stocks, bonds or other property which are or may be subject to the lien of this indenture, shall have been satisfied or released, the Corporate Trustee (if there shall then be no other prior lien thereon requiring the same to be otherwise held) shall be entitled to receive and to take possession of and

to hold, as trustee under this indenture, the certificates for shares of stock, and the bonds and other property subject to this indenture so released from such prior lien; and the Railroad Company covenants that it will execute and will deliver to the Trustees such assignments, transfers, powers of attorney and other instruments as the Corporate Trustee may reasonably require in order to vest in the Trustees, or in order to enable the Trustees to acquire the title, and the Corporate Trustee to acquire the possession, of such shares of stock, certificates therefor, bonds and other property; and the Corporate Trustee shall thereupon hold under this indenture such shares of stock, bonds and other property.

The Railroad Company covenants that forthwith upon the execution of this indenture, and from time to time as further pledges or assignments hereunder are made, it will cause due notice of the execution of this indenture and of any supplemental indenture relating to any such pledge or assignment respectively, together with a copy thereof, to be given to the corporation which issued any of the shares of stock or bonds so pledged or assigned.

The Corporate Trustee shall be authorized (1) to cause to be registered in its name as Corporate Trustee, any and all coupon bonds which at any time hereafter may be received by it under any of the provisions of this indenture, or (2) to cause any such bonds to be exchanged for registered bonds without coupons of any denomination, or (3) to cause any such bonds to be stamped: "Not negotiable. Held by The First National Bank of the City of New York, as Corporate Trustee under First and Refunding Mortgage of Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921." The Corporate Trustee shall cause to be transferred into its name, as Corporate Trustee hereunder, all registered bonds which shall be delivered and assigned to it hereunder.

The Corporate Trustee at any time may transfer into its name, as Corporate Trustee hereunder, any or all shares of

stock, the certificates for which shall have been pledged with and delivered to it hereunder. In its discretion it may hold such certificates in the name of the registered holder thereof at the time of such pledge, or it may transfer the same into the name of its nominee or nominees, provided in either case that the same, with proper instruments of assignment and powers of transfer in blank, be held by the Corporate Trustee.

The Trustees, and each of them, at the request of the Railroad Company, may do whatever may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of any company the greater part of whose shares shall then be held by the Corporate Trustee hereunder, and for such purposes, from time to time, the Corporate Trustee, in behalf of the Trustees, may sell, assign, transfer and deliver so many shares of the stock of the several companies as may be necessary to qualify persons to act as directors of, or in any other official relation to, such companies. Whenever requested in writing by the Railroad Company, the Corporate Trustee, in behalf of the Trustees, shall assign and transfer to persons designated by the Railroad Company a sufficient number of any shares that then shall be held by the Corporate Trustee hereunder, to qualify such persons to act as directors of, or in any official relation to, the several companies which shall have issued such shares; *provided, however*, that under this provision no transfer shall be made which shall reduce the amount of stock in any company held by the Corporate Trustee to less than the greater part thereof, unless the Corporate Trustee shall deem it to be necessary for the protection of its interest in the stock of such company; and in every case the Corporate Trustee may make such arrangements as it shall deem necessary for the protection of the trusts hereunder.

SECTION 2. Unless and until (1) a receiver shall have entered into possession of the mortgaged premises or part thereof; or unless and until (2) the Trustees, or either of them,

shall have entered into the possession of the mortgaged premises or part thereof under the power herein granted; or unless and until (3) some one of the events of default enumerated in Section 2 of Article Seven of this indenture shall have happened and be continuing,—(a) neither of the Trustees (except with the assent of the Railroad Company) shall collect, or shall be entitled to collect, the principal of or interest upon any bonds, obligations or indebtedness now or hereafter subject to this indenture, whether before or at or after maturity, or shall enforce any provisions of the mortgages, trust deeds or other instruments under which such bonds, obligations or indebtedness were issued, or by which the same are secured; (b) the Railroad Company shall be entitled to receive all interest paid in respect of any such bonds, obligations or indebtedness, and the dividends on all shares of stock which shall be subject to this indenture, although the same may have been transferred to the Corporate Trustee; (c) from time to time (subject to the covenants in respect thereof in this section contained), upon the request of the Railroad Company, the Corporate Trustee shall deliver to it any coupons for such interest then in the possession of the Corporate Trustee, in order that the Railroad Company may receive payment thereof for its own use or may cause the same to be canceled, and the Corporate Trustee shall deliver to the Railroad Company suitable orders in favor of the Railroad Company, or its nominee, for the payment of such interest and dividends, and the Railroad Company may collect such coupons, interest and dividends (but not by any proceeding which the Corporate Trustee shall deem to be prejudicial to the trusts hereunder), and the Corporate Trustee at once shall pay over to the Railroad Company any such interest and dividends which may have been collected or received by it.

*Provided, however,* and hereby it is declared and agreed, except as in this indenture otherwise expressly provided, that (1) the Railroad Company shall not be entitled to receive, and

the Corporate Trustee shall not pay over to the Railroad Company, the principal of any bond subject to this indenture; (2) the Railroad Company shall not be entitled to receive, and the Corporate Trustee shall not pay over to the Railroad Company, any interest on any such bond, or the principal of or any interest on any such obligations, claims or indebtedness, which shall have been collected or paid out of the proceeds of any sale or condemnation of the property covered by a mortgage securing such bonds, or out of the proceeds of the sale or condemnation of any other property of the company liable upon such bonds, obligations, claims or indebtedness, in case of the dissolution or a liquidation of such company, or of any condemnation of any of its property, it being the intention that the Railroad Company shall be entitled to receive only payments made in money out of the rents, revenues, income or proceeds of operation of such properties; (3) the Railroad Company shall not sell, assign or transfer any coupon, or right to interest or dividends, delivered or assigned to it, or any other such claim or indebtedness, except subject to this indenture; (4) the Railroad Company shall not collect any such coupon or interest, or any such other claim or indebtedness, by legal proceedings or by enforcement of any security therefor, except with the assent of the Corporate Trustee, nor in any manner which the Corporate Trustee shall deem prejudicial to the trusts hereunder; (5) the Railroad Company shall not be entitled to collect any stock dividends that may be declared on any shares of the capital stock of other corporations that are or shall have become subject to this indenture, or any cash dividends on any such shares that may become payable upon or in the course of the dissolution, liquidation or winding up of any such company, or in any way shall be chargeable to or be payable out of capital; and (6) until actually paid, released or discharged, every coupon, or right to interest or dividends, and all such other claims and indebtedness, shall remain subject to this indenture.

If any such coupon, or if any evidence of any such claim or indebtedness, delivered to the Railroad Company hereunder, shall not forthwith be paid or canceled as aforesaid, the Railroad Company shall return the same to the Corporate Trustee, and, in case of the payment of any such coupon, claim or indebtedness, shall furnish, upon the demand of the Corporate Trustee, satisfactory evidence of the cancellation and extinguishment thereof.

SECTION 3. In case (1) any sum shall be paid on account of the principal of any bonds or (except as herein otherwise expressly provided) of any other obligations or indebtedness subject to this indenture, or in case (2) any sum on account of the interest on any such bonds or obligations shall be paid out of the proceeds of property covered by a mortgage or trust deed securing such bonds, obligations, or indebtedness, or in case (3) upon the dissolution or liquidation of any company, any sum shall be paid upon any bonds or any shares of stock or any claims against or indebtedness of such company, subject to this indenture,—then, in any such case, any such sum, unless received by a trustee under some indenture which is a prior lien thereon upon the trusts of such indenture, or unless applied on account of the purchase price of property purchased pursuant to Section 5 of this Article Six, shall be paid over to the Corporate Trustee and by it shall be held to be disposed of as provided in Section 6 of Article Nine of this indenture.

In case any stock dividends are declared on any shares of the capital stock of other corporations that are or shall have become subject to this indenture, the certificates for such stock dividends shall by the Railroad Company be assigned and delivered to the Corporate Trustee or to the trustee under some indenture having prior right thereto, in which last mentioned case the right of the Corporate Trustee in and to

such stock dividends shall be subordinate to that of such other trustee.

SECTION 4. Unless and until (1) a receiver shall have entered into possession of the mortgaged premises or part thereof; or unless and until (2) the Trustees, or either of them, shall have entered into possession of the mortgaged premises or part thereof under the power herein granted; or unless and until (3) some one of the events of default enumerated in Section 2 of Article Seven of this indenture shall have happened and be continuing,—the Railroad Company shall have the right to vote upon, or to give any consent in respect of, all shares of stock subject to this indenture, for all purposes not 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; and from time to time, upon demand of the Railroad Company, the Corporate Trustee forthwith shall execute and deliver, or shall cause to be executed and delivered, to the Railroad Company or to its nominees, suitable powers of attorney or proxies to vote upon, or to give any consent in respect of, any shares of stock which shall have been transferred to the Corporate Trustee. Every such instrument shall bear on its face the following statement: “The powers hereby conferred shall not be exercised for any purpose inconsistent with the provisions or purposes of the First and Refunding Mortgage of Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921.”

SECTION 5. In case default shall be made in the payment of the principal or interest of any of the bonds or obligations which shall have been delivered to and shall be held by the Corporate Trustee hereunder, or of any other bonds then secured by the same mortgage or deed of trust as such bonds held by the Corporate Trustee, then and in any such case, if the Corporate Trustee shall hold more than eighty-five per cent in amount of the entire issue of such bonds or obligations in default, it shall upon the written request of the Railroad

Company, and in other cases upon such written request it may in its discretion, cause proper proceedings to be instituted and prosecuted in some court of competent jurisdiction to foreclose or to enforce the mortgage or trust or charge by which such bonds or obligations in default are secured; *provided, however,* that the Corporate Trustee shall not be required to take any such action without being first indemnified to its satisfaction against any expense or liability. In case (1) a receiver shall have entered into possession of the mortgaged premises or part thereof, or (2) the Trustees, or either of them, shall have entered into possession of the mortgaged premises or part thereof under the powers herein granted, or (3) one or more of the events of default enumerated in Section 2 of Article Seven hereof shall have occurred and shall be subsisting, the Corporate Trustee, in its discretion, may institute or cause to be instituted such proceedings without such written request.

In case (1) any company all or part of whose capital stock shall be subject to this indenture, shall be dissolved or be liquidated, or in case (2) all or any of the property of any such company shall be sold upon the insolvency of such company at any judicial or other sale, or in case (3) any property covered by a mortgage securing any bonds, or subject to any charge or trust for the payment of any other obligations, subject to this indenture, shall be sold upon foreclosure of such mortgage, or by enforcement of such charge or trust,—then, in any such event, if the property of such dissolved or liquidated company, or the property sold, can be acquired by crediting on the bonds, obligations, claims, indebtedness or stock, held by the Corporate Trustee hereunder, any sum accruing or to be received thereon out of the proceeds of such property, and by paying not more than fifteen per cent of the price of such property in cash (or more than fifteen per cent if the Railroad Company or the holders of a majority in amount of the bonds hereby secured shall so request), the

Corporate Trustee in its discretion may, but if requested in writing by the Railroad Company or by the holders of a majority in principal amount of the bonds hereby secured and provided with the amount of cash necessary therefor (whether such amount be more or less than fifteen per cent of the price of such property) the Corporate Trustee in such case shall, purchase or cause to be purchased or permit the Railroad Company to purchase such property, either in the name or on behalf of the Trustees or of the Corporate Trustee, or of the Railroad Company, or by purchasing trustees, and use or permit the Railroad Company to use such bonds, obligations, claims, indebtedness and stock, so far as may be, to make payment for such property; and in case of any such purchase the Trustees or the Corporate Trustee shall take such steps as they or it may deem proper to cause such property to be vested either in the Railroad Company, subject to this indenture, or in some other corporation organized or to be organized with power to acquire and manage such property, *provided*, that all the bonds and other indebtedness (except such, if any, as the property was acquired subject to) and all capital stock thereof (excepting the number of shares required to qualify directors), shall be received by the Corporate Trustee, and shall be held for the benefit of the Railroad Company or its assigns, subject to the lien of this indenture.

With the written consent of the Railroad Company, the Corporate Trustee at any time may vote upon any shares of stock that then shall be held by it hereunder, and may take such other action in furtherance of the provisions of this Section 5 of Article Six as in its discretion it shall deem advisable to protect its interests and the interests of the bondholders hereunder in respect of any bonds, obligations or stock subject to the lien of this indenture; and with such consent of the Railroad Company, the Corporate Trustee, in behalf of the Trustees, may join in any plan of reorganization or readjustment in respect of any such bonds or other

obligations or stocks, and may accept new securities issued in exchange therefor under such plan. In case (1) a receiver shall have entered into possession of the mortgaged premises or part thereof, or (2) the Trustees or either of them shall have entered into possession of the mortgaged premises or part thereof under the powers herein granted, or (3) one or more of the events of default enumerated in Section 2 of Article Seven hereof shall have occurred and shall be continuing, the Trustees or the Corporate Trustee, as the case may be, shall be entitled to take such steps without the consent of the Railroad Company.

The Railroad Company covenants that, on demand of the Corporate Trustee, it, the Railroad Company, forthwith will pay, or will satisfactorily provide for, all expenditures incurred by the Trustees or either of them under any of the provisions of this Section 5 of Article Six, including all sums required to obtain and perfect the ownership and title to any property which the Trustees or either of them shall purchase or shall cause to be purchased pursuant to the provisions of this Section; and in case the Railroad Company shall fail so to do, then without impairment of, or prejudice to, any of their rights hereunder by reason of the default of the Railroad Company, the Trustees or either of them at discretion may advance moneys to meet all such expenses and any other moneys required, or may procure such advances to be made by others, and for such advances made by the Trustees or either of them or by others at their or its request, with interest thereon, the Trustee making such advances shall have a lien prior to the lien of these presents upon the mortgaged premises.

In case the Trustees or either of them shall not purchase or cause to be purchased the property sold at any such sale, and shall not join in a plan of reorganization as aforesaid in respect of such bonds or other obligations or stocks, then the Corporate Trustee shall receive any portion of the proceeds

of the sale accruing or receivable in respect of the bonds or other obligations or stocks by it held hereunder, and such proceeds, from time to time, shall be paid over to the Corporate Trustee and be held to be disposed of as provided in Section 6 of Article Nine of this indenture.

SECTION 6. Any company, all or the greater part of whose capital stock shall be subject to this indenture, may be merged into or consolidated with, or all or any of its property may be sold or conveyed to, any other company, all or the greater part of whose capital stock shall be subject to this indenture; *provided, however*, that in case of any such merger or consolidation or purchase there shall continue to be or shall be made subject to the lien of this indenture not less than the same proportionate part of the capital stock of the merging or consolidated or purchasing company, which (unless required otherwise to be held by the provisions of any prior indenture) shall be held by the Corporate Trustee hereunder pursuant to the provisions hereof.

Any company, all or part of whose capital stock shall be subject to this indenture, may be consolidated with any other company upon such terms as may be approved by the Corporate Trustee; *provided, however*, that there shall be subjected to the lien of this indenture a majority of the capital stock of the consolidated company if previous to such consolidation a majority of the capital stock of one of the consolidating companies was so subject.

Any company, all or part of whose capital stock shall be subject to this indenture, may merge into itself, or take a conveyance of the property and franchises belonging to, any other company, if in so doing the amount of the capital stock of such merging or purchasing company not subject to this indenture be not increased.

SECTION 7. Unless some one or more of the events of default enumerated in Section 2 of Article Seven of this indenture shall have occurred and be continuing, the Railroad

Company at any time and from time to time may consent to the refunding, renewal or extension by any other company of any issue of its bonds or obligations the whole or part of which shall be subject to this indenture. If the bonds or obligations so to be refunded shall be secured by mortgage or pledge, the bonds or obligations to be issued in place of and in substitution for them shall be secured by a mortgage or pledge (of equal rank to the mortgage or pledge securing the bonds so refunded) upon or of the same property, or the same and additional property, and such mortgage or instrument of pledge may authorize the issuance of bonds to an amount greater than that of the issue to which the bonds so held by the Corporate Trustee belong, if such additional issue is for the purpose of refunding prior debt of such company not theretofore subordinate in lien to the bonds subject to this indenture so refunded. In case any bonds or obligations subject to this indenture shall be refunded, an equal amount of the refunding bonds or obligations shall *ipso facto* forthwith become subject to this indenture, and shall be lodged and be held in the same manner as those for which they are substituted. In case any bonds or obligations subject to this indenture shall be so renewed or extended, such bonds or obligations as so renewed or extended shall continue to be secured as before and shall remain subject to this indenture in the same manner as theretofore.

Unless some one or more of the events of default enumerated in Section 2 of Article Seven of this indenture shall have occurred and be continuing, the Corporate Trustee in behalf of the Trustees, if requested in writing by the Railroad Company, shall consent to any such refunding, renewal, extension or substitution, *provided*, that the Corporate Trustee shall have received the opinion of any counsel approved by it (who may be of counsel for the Railroad Company) that any such renewal, extension or substitution is in compliance with the provisions of this Section 7 of Article Six, which opinion shall be conclusive evidence in the

premises. In case such a default shall have occurred and shall be continuing, the Corporate Trustee in behalf of the Trustees, on receiving the opinion of counsel as aforesaid, may, in its discretion, consent to such refunding, renewal or extension as above provided, without the consent or request of the Railroad Company.

SECTION 8. The Trustee holding the same may make any exchange, substitution, cancelation or surrender of bonds or obligations or stocks required for the accomplishment of the purposes of this Article Six and may receive the opinion of any counsel approved by it (who may be of counsel for the Railroad Company) as to the legal effect of any action taken or to be taken hereunder, and as to the steps necessary to be taken to consummate the same, and as to any other matter under this Article Six; and such opinion shall be full protection to each of the Trustees for any action by either of the Trustees taken pursuant thereto.

## ARTICLE SEVEN.

### REMEDIES OF TRUSTEES AND BONDHOLDERS.

SECTION 1. In case any coupon or claim for interest on any of the bonds hereby secured shall have been funded or extended by or with the consent of the Railroad Company, such coupon or claim for interest so funded or extended shall not be entitled, in case of default hereunder, to the benefit or security of this indenture, except subject to the prior payment in full of the principal of all of said bonds that shall be outstanding and of all coupons and claims for interest thereon that shall not have been so funded or extended. If any coupons or claims for interest on any of said bonds at or after maturity shall be owned by the Railroad Company, then such matured coupons or claims for interest shall not be entitled to the benefit or security of this indenture; and the Railroad

Company covenants that all such coupons and claims for interest so owned by it or after their maturity shall promptly be canceled.

SECTION 2. In case of the happening of one or more of the following events—elsewhere in this indenture sometimes termed “events of default”—that is to say:

(1) Default in the due and punctual payment of the principal of any of the bonds hereby secured, when the same shall have become due and payable, whether at maturity or by declaration or otherwise;

(2) Default in the payment of any installment of interest on any of the bonds hereby secured, when and as the same shall have become payable as therein and herein expressed, and such default shall have continued for the period of six months;

(3) Default in the payment of the principal of any of the bonds secured by the General Mortgage of the Railroad Company dated March 2, 1908, or of the principal of any of the bonds secured by the Illinois Division Mortgage of the Railroad Company dated July 1, 1899, or of the principal of any of the bonds secured by the Nebraska Extension Mortgage of the Railroad Company dated May 2, 1887, when such principal of any of such bonds shall have become due and payable under the provisions of the bond or of the mortgage securing the same (subject, however, to the right to extend the payment thereof as provided in Section 6 of Article Five of this indenture); or

(4) Default in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Railroad Company, and any such default shall have continued for the period of six months after written notice thereof shall have been given to the Railroad Company by the Corporate Trustee or by the holders of ten per cent in principal amount of the bonds hereby secured then outstanding:

Then, and in each and every such case of default, and during the continuance thereof, the Trustees personally or by their agents or attorneys, or (if by written notice to the Railroad Company and to the Individual Trustee the Corporate Trustee shall declare that it deems it advisable) the Individual Trustee only, personally or by his agents or attorneys, may enter upon the mortgaged premises, and may exclude the Railroad Company, its agents and servants, wholly therefrom; and having and holding the same, either personally or by receivers, agents, servants or attorneys, may use, operate, manage and control said premises, regulate the tolls for the transportation of passengers and freight thereon and conduct the business thereof to the best advantage of the holders of the bonds and other indebtedness hereby secured; and upon every such entry, at the expense of the trust estate, from time to time may make all such necessary or proper repairs, renewals, replacements and useful alterations, additions, betterments and improvements to said premises as to the Trustees or Trustee in possession may seem judicious, and may purchase or otherwise secure the use of additional engines, rolling stock, tools and machinery for use thereon, and either in the name of the Railroad Company or otherwise, as the Trustees or Trustee in possession shall deem best, may manage and operate the mortgaged premises and exercise all rights and powers of the Railroad Company in respect thereof, and the Trustees or Trustee in possession shall be entitled to collect and receive all tolls, earnings, income, rents, issues and profits thereof; and after deducting all expenses incurred hereunder and all payments which may be made for taxes, assessments, insurance and prior or other proper charges upon said premises or any part thereof, as well as just and reasonable compensation for the services of the Trustees and for all agents, clerks, servants and other employees by them or either of them properly engaged, the Trustees or Trustee in possession shall apply the moneys arising as aforesaid as follows:

In case the principal of the bonds hereby secured shall

not have become due, to the payment of the interest in default in the order of the maturity of the installments of such interest, with interest thereon at the same rates, respectively, as were borne by the respective bonds on which such interest shall be in default; such payments to be made ratably to the persons entitled thereto, without discrimination or preference.

In case the principal of the bonds hereby secured shall have become due by declaration or otherwise, to the payment of the amounts due for the interest and principal on said bonds, ratably to the persons entitled to such payment without any discrimination or preference.

These provisions, however, are not intended in anywise to modify the provisions of Section 1 of this Article Seven, but are subject thereto.

In case the Trustees or either of them shall have entered or shall have elected to enter as aforesaid, or in case a receiver of the property of the Railroad Company shall have been appointed, or in case default shall be made and shall continue as specified in this Section 2 of Article Seven, the Corporate Trustee shall be entitled to vote on all shares of stock then subject to this indenture, and, for the benefit of the holders of the bonds and other indebtedness hereby secured, shall be entitled to collect and receive all dividends on the shares of stock that then shall be subject to this indenture, and all sums payable for principal, interest or otherwise upon any bonds or obligations that then shall be subject to this indenture, and to apply as hereinbefore provided the net moneys received; and, as holder of any such shares of stock and of any such bonds, to perform any and all acts, or to make or execute any and all transfers, requests, requisitions or other instruments, for the purpose of carrying out the provisions of this Section 2 of Article Seven; but in the event that a receiver of any railroad upon which this indenture is a direct lien shall have been appointed and shall be in possession thereof, the Corporate Trustee from time to time in its discretion may, and if requested by the holders of a majority in amount of the bonds hereby secured it shall, turn over to such receiver any part

or all of the interest moneys and cash dividends declared and paid out of current earnings, so collected by it, and may co-operate with such receiver in managing and operating the entire system of the Railroad Company in such manner as the Corporate Trustee shall deem for the best interest of the holders of the bonds hereby secured.

SECTION 3. In case of the happening of any of the events of default enumerated in Section 2 of this Article Seven, then and in each and every such case of default, during the continuance of such default, either (a) the Trustees (or, if the Trustees deem it to be advisable, the Individual Trustee alone) personally or by agent or attorney, with or without entry, in their or his discretion may sell subject to the liens thereon which then shall be prior and superior to the lien of this indenture, to the highest and best bidder, all and singular the mortgaged premises—including stocks, bonds, franchises, interests, appurtenances, and other real and personal property of every kind—and all right, title and interest therein and right of redemption thereof, which sale shall be made at public auction at such place and at such time and upon such terms as the Trustees or the Individual Trustee, acting therein, may fix and briefly specify in the notice of sale to be given as herein provided, or as may be required by law; or (b) the Trustees, or either of them, may proceed to protect and to enforce the rights of the Trustees and of the holders of the bonds secured by this indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this indenture, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustees or either of them acting therein, being advised by counsel, may deem most effectual to protect and enforce any of their rights or duties hereunder.

SECTION 4. In case (1) default shall be made in the payment of any installment of interest on any bond hereby secured, and any such default shall have continued for the period of six months, or in case (2) default shall be made in the payment of the principal of any of the bonds secured by the said General Mortgage of the Railroad Company, or of the principal of any of the bonds secured by the said Illinois Division Mortgage of the Railroad Company, or of the principal of any of the bonds secured by the said Nebraska Extension Mortgage of the Railroad Company, when such principal of any of such bonds shall have become due and payable under the provisions of the bonds or of the mortgage securing the same (subject to the provisions of Section 6 of Article Five of this indenture),—then at any time, during the continuance of such default, upon the written request of the holders of twenty-five per cent. in principal amount of the bonds hereby secured then outstanding, the Corporate Trustee, by notice in writing delivered to the Railroad Company, shall declare the principal of all bonds hereby secured then outstanding to be due and payable immediately, and upon any such declaration, the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said bonds shall have been so declared due and payable and before any sale of the property subject to the lien of this indenture shall have been made pursuant to the provisions of said General Mortgage, or of said Illinois Division Mortgage, or of said Nebraska Extension Mortgage, or pursuant to the provisions of this Article Seven, all arrears of interest upon all of said bonds, with interest upon overdue installments of interest at the same rates respectively as were borne by the respective bonds of which installments of interest may be overdue, shall either be paid by the

Railroad Company or be collected out of the mortgaged premises, and all defaults under this indenture and under such other mortgages shall have been remedied,—then and in every such case the holders of a majority in principal amount of the bonds hereby secured, then outstanding, by written notice to the Railroad Company and to the Corporate Trustee, may waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

In case the Trustees or either of them shall have proceeded to enforce any right under this indenture by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned because of such waiver, or for any other reason, or shall have been determined adversely to the Trustees, then and in every such case the Railroad Company and the Trustees shall be restored to their former position and rights hereunder in respect of the mortgaged premises; and all rights, remedies and powers of the Trustees shall continue as though no such proceeding had been taken.

SECTION 5. Upon the written request of the holders of twenty-five per cent. in principal amount of the bonds hereby secured, in case of any continuing default as mentioned in Section 2 of this Article Seven, it shall be the duty of the Trustees, upon being indemnified as hereinafter provided, to take all steps needful for the protection and enforcement of their rights and the rights of the holders of the bonds hereby secured, and to exercise the powers of entry or sale herein conferred, or both, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustees, being advised by counsel, shall deem most expedient in the interest of the holders of the bonds secured; but anything in this indenture to the contrary notwithstanding, the holders of seventy-six per cent. in interest of the bonds hereby secured then outstanding, from time to time shall have the right to direct and control the action of the Trustees in any proceedings under

this Article Seven of this indenture; *provided, however*, that nothing in this Section 5 shall be deemed to require the Corporate Trustee to perform in any jurisdiction any act which by the law of such jurisdiction the Corporate Trustee is forbidden or disabled to perform.

SECTION 6. In the event of any sale, whether made under the power of sale herein granted, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the mortgaged premises, including stocks, bonds and indebtedness, shall be sold in one parcel and as an entirety, unless such sale as an entirety be impracticable by reason of some statute or other cause, or unless the holders of a majority in principal amount of the bonds hereby secured, then outstanding, shall in writing request the Trustees to cause said premises to be sold in parcels, in which case the sale shall be made in such parcels as shall be specified in such request.

SECTION 7. Notice of any such sale pursuant to any provision of this indenture shall state the time when and the place where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for four successive calendar weeks prior to such sale in two newspapers published in the Borough of Manhattan in the City of New York, State of New York, and in one newspaper published in the City of Chicago, State of Illinois, and otherwise as may be required by law.

SECTION 8. From time to time the Trustees or Trustee, or other person, acting therein, may adjourn any sale to be made under the provisions of this indenture, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

SECTION 9. Upon the completion of any sale or sales under or by virtue of this indenture, the Trustees shall execute and shall deliver to the accepted purchaser a good and sufficient deed or other instruments conveying, assigning and transferring the property and franchises sold. The Trustees and their successors are hereby appointed the attorneys irrevocable of the Railroad Company, in its name and stead, to make all necessary conveyances and assignments of property, and all necessary transfers of shares of stock and bonds or other obligations sold, and for that purpose they may execute all necessary deeds and instruments of assignment and transfer, and may substitute one or more persons with like power, the Railroad Company hereby ratifying and confirming all that its said attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, the Railroad Company, if so requested by the Trustees, shall join in the execution and delivery of such conveyances, assignments and transfers.

Any such sale made under or by virtue of this indenture, whether under the power of sale herein granted or pursuant to judicial proceedings, shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Railroad Company, in and to the premises sold, and shall be a perpetual bar, both at law and in equity, against the Railroad Company, its successors and assigns, and against any and all persons claiming or to claim the premises sold or any part thereof, from, through or under the Railroad Company or its successors or assigns.

The personal property and chattels conveyed or intended to be conveyed by this indenture, other than stock, bonds and other securities and claims, shall be held and taken to be fixtures and appurtenances of the mortgaged railroads.

SECTION 10. The receipt of the Corporate Trustee or other person authorized to receive the same, for the purchase money, shall be a sufficient discharge therefor to any pur-

chaser of the property or any part thereof sold as aforesaid; and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this indenture, or in any manner whatsoever be answerable for any loss, misapplication or nonapplication of any such purchase money, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

SECTION 11. In case of any sale under the provisions of this Article Seven, whether made under the power of sale herein granted or pursuant to judicial proceedings, or in case of any sale in foreclosure of the said General Mortgage of the Railroad Company, or of said Illinois Division Mortgage of the Railroad Company, or of said Nebraska Extension Mortgage of the Railroad Company, the whole of the principal sums of the bonds hereby secured, if not previously due, shall at once become due and payable, anything in said bonds or in this indenture to the contrary notwithstanding.

SECTION 12. The purchase money, or the proceeds or avails of any such sale, whether made under the power of sale herein granted or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustees or either of them under any of the provisions of this indenture as part of the trust estate, shall be applied as follows:

*First.* To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustees, their agents, attorneys and counsel, and of all expenses, liabilities or advances made or incurred by the Trustees or either of them under this indenture, and to the payment of all taxes, assessments or liens prior to the lien of this indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made.

*Second.* To the payment equally and ratably of the whole amount then owing or unpaid for principal and interest, upon the bonds and coupons hereby secured with

interest on the principal and the overdue installments of interest at the same rates respectively as were borne by the respective bonds whereof the principal or installments of interest may be overdue, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and accrued and unpaid interest, except as otherwise provided in Section 1 of this Article Seven.

*Third.* To the payment of the surplus, if any, to the Railroad Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

SECTION 13. Upon any sale as aforesaid, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to use and apply any bonds and any matured and unpaid interest obligations secured by this indenture (except as otherwise provided in Section 1 of this Article Seven), by presenting the bonds or other evidences of any of such indebtedness hereby secured so that there may be credited as paid thereon the sums applicable to such payment pursuant to the provisions of Section 12 of this Article Seven; and such purchaser shall be credited on account of the purchase price of the property purchased, with the sums payable out of such net proceeds on the bonds and coupons so presented; and at any such sale any bondholder or any other person may bid for and purchase such property, and may make payment therefor as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor.

SECTION 14. The Railroad Company will not at any time insist upon or plead, or in any manner whatever claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force; nor will it claim, take or insist on any benefit or advantage from any law now or

hereafter in force providing for the valuation or appraisal of the mortgaged premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision contained in this indenture or to the decree of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right conferred by any statute enacted by any state, or otherwise, to redeem the property so sold, or any part thereof; and it hereby expressly waives all benefit and advantage of any such law or laws and covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustees or either of them, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

SECTION 15. Upon filing a bill in equity, or upon commencement of any other judicial proceedings to enforce any right of the Trustees or of the bondholders under this indenture, the Trustees shall be entitled to exercise the right of entry herein conferred and provided to be exercised by the Trustees upon the occurrence and continuance of default, as hereinbefore provided; and as matter of right the Trustees shall be entitled to the appointment of a receiver of the mortgaged premises, and of the earnings, income, revenue, rents, issues and profits thereof, with such powers as the court making such appointment shall confer; but notwithstanding the appointment of any receiver, the Corporate Trustee shall be entitled to continue to retain possession and control of any stocks, bonds, cash and indebtedness pledged or to be pledged with the Trustees under this indenture.

SECTION 16. No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this indenture or for the execution of any trust hereof or for the appointment of a receiver, or for any other remedy hereunder, unless the holders of twenty-five per cent. in principal amount

of the bonds hereby secured then outstanding, shall have requested the Trustees in writing to take action in respect of the matter complained of, and shall have afforded to them a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in their own name; nor unless also such bondholders shall have offered to the Trustees security and indemnity satisfactory to them against the costs, expenses and liabilities to be incurred therein or thereby, nor unless the Trustees shall have refused or neglected to act on such notice, request and indemnity; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustees, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or cause of action for foreclosure or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons.

All rights of action under this indenture may be enforced by the Trustees without the possession of any of the bonds or coupons hereby secured or the production thereof on the trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustees, or either of them, shall be brought, as the case may be, in their or its or his own name, and any recovery of judgment shall be for the ratable benefit of the holders of said bonds and coupons and the other indebtedness hereby secured.

SECTION 17. Except as herein expressly provided to the

contrary, no remedy herein conferred upon or reserved to the Trustees, or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 18. No delay or omission of the Trustees, or either of them, or of any holder of bonds or other indebtedness secured by this indenture, to exercise any right or power arising from any default continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein.

SECTION 19. The Railroad Company covenants that (1) in case default shall be made in the payment of any interest on any bond or bonds at any time outstanding and secured by this indenture, and such default shall have continued for the period of six months, or (2) in case default shall be made in the payment of the principal of any of such bonds when the same shall have become payable, whether upon the maturity of said bonds, or upon a declaration as authorized by this indenture, or upon a sale as set forth in Section 11 of this Article Seven,—then, upon demand of the Corporate Trustee, the Railroad Company will pay to the Corporate Trustee, for the benefit of the holders of the bonds and coupons hereby secured, then outstanding, the whole amount that then shall have become due and payable on all such bonds and coupons then outstanding, for interest or principal, or both, as the case may be, with interest upon the overdue principal and installments of interest at the same rates respectively as were borne by the respective bonds whereof the principal or installments of interest shall be overdue; and in case the Railroad Company shall fail to pay the same forthwith upon such demand, the Trustees, or either of them (the other having in writing given assent thereto), in their, his or its own names or name, and as the trustees or trustee of an express

trust, shall be entitled to recover judgment against the Railroad Company for the whole amount so due and unpaid.

The Trustees or either of them shall be entitled to recover judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this indenture, and the right of the Trustees to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this indenture or the foreclosure of the lien hereof; and in case of a sale of the property subject to this indenture, and of the application of the proceeds of sale to the payment of the debt secured by this indenture, the Trustees, or either of them (the other having in writing given assent thereto) in their, his or its own names or name, and as trustees or trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the bonds issued under this indenture and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustees, or either of them, and no levy of any execution upon any such judgment upon property subject to this indenture, or upon any other property, shall in any manner or to any extent affect the lien of this indenture upon the property or any part of the property subject to this indenture, or any rights, powers or remedies of the Trustees hereunder, or any lien, rights, powers or remedies of the holders of the bonds hereby secured, but such lien, rights, powers and remedies of the Trustees and of the bondholders shall continue unimpaired as before.

Any moneys thus collected by the Trustees, or either of them, under this Section 19 of Article Seven shall be applied by the Trustees towards payment of the amounts then due and unpaid upon such bonds and coupons in respect of which

such moneys shall have been collected, ratably and without any preference or priority of any kind (except as provided in Section 1 of this Article Seven), according to the amounts due and payable upon such bonds and coupons, respectively, at the date fixed by the Corporate Trustee for the distribution of such moneys, upon presentation of the several bonds and coupons and stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

NEVERTHELESS, the foregoing provisions of this Section 19 of Article Seven and the powers hereby granted to the Trustees are strictly subject to the limitation that, if by the commencement of any action at law to recover judgment for any amount due and unpaid upon said bonds or coupons hereunder, or by the exercise of any other remedy prior to or concurrently with proceedings to enforce the lien of this indenture upon the mortgaged premises, the lien of this indenture upon any of the mortgaged premises or the security hereby provided for would be surrendered, waived or lost, despite the foregoing provisions of this Section 19 of Article Seven, neither the Trustees nor either of them shall have power to commence such action at law or to exercise such prior or concurrent remedy.

In case any statute now in force which provides that the commencement of an action to recover a debt secured by mortgage shall be deemed a waiver of the security thereof, or which prohibits the exercise of any other remedy prior to or concurrently with proceedings to enforce the lien of a mortgage upon the premises mortgaged, or impedes or suspends the virtue of any of the foregoing provisions of this Section 19 of Article Seven, of which statute the Railroad Company might take advantage despite said provisions, shall hereafter be repealed or cease to be in force, such statute shall not be deemed to have become or be a part of the contract contained in this indenture.

Nothing in this Section 19 of Article Seven or elsewhere in

this indenture or in the bonds or in the coupons attached to coupon bonds shall affect or impair the obligation of the Railroad Company, which is unconditional and absolute, to pay the principal and interest of the bonds to the respective holders of the bonds and to the respective holders of the coupons attached to coupon bonds, at the times and places in such bonds and coupons stated, nor affect or impair the right of action, which is also absolute and unconditional, of such holders to enforce such payment.

SECTION 20. At any time hereafter before full payment of the indebtedness secured hereby, and whenever it shall deem expedient for the better protection or security of such indebtedness (although then there shall be no default entitling the Trustees to exercise the rights and powers conferred by Section 2 or Section 3 of this Article Seven), the Railroad Company, with the consent of the Corporate Trustee, may surrender and may deliver to the Trustees, or either of them, full possession of the whole or of any part of the mortgaged premises, and may authorize the Corporate Trustee to collect the dividends and interest on all shares of stock, bonds and other obligations subject to this indenture, and to vote upon all such shares of stock, for any period, fixed or indefinite. In such event the Trustees, or (if the Corporate Trustee shall deem it advisable) the Individual Trustee, shall enter into and upon the mortgaged premises so surrendered and delivered, and shall take and receive possession thereof, for such period, fixed or indefinite, as aforesaid, without prejudice, however, to the right of the Trustees, or either of them, at any time subsequently, when entitled thereto by any provision hereof, to insist upon maintaining and to maintain such possession though beyond the expiration of any such prescribed period; and the Trustee entering upon such possession from the time of entry, shall work, maintain, use, manage, control and employ the mortgaged premises in accordance with the provisions of this indenture, and shall receive and apply the income and revenues thereof as provided in Section 2 of this Article Seven. Upon application of the Trustees, and with the con-

sent of the Railroad Company if then there be no continuing default such as is specified in said Section 2 of this Article Seven, and without such consent if then there shall be such a continuing default, a receiver may be appointed to take possession of, and to operate, maintain and manage, the whole or any part of the mortgaged premises, and the Railroad Company shall transfer and deliver to such receiver all such property, wheresoever the same may be situated; and in every case, when a receiver of the whole or of any part of said mortgaged premises shall be appointed under this Section 20 of Article Seven, or otherwise, the net income and profits of such property shall be paid over to, and shall be received by, the Corporate Trustee for the benefit of the holders of the bonds and the other indebtedness secured by this indenture.

The provisions of this Section 20, however, are subject to the exclusive right of the Corporate Trustee to retain possession and control of any stocks, bonds, cash and indebtedness pledged or to be pledged with the Trustees hereunder.

SECTION 21. The Trustees shall have power to institute and to maintain such suits and proceedings as they may be advised shall be necessary or expedient to prevent any impairment of the security hereunder by any acts of the Railroad Company, or of others, in violation of this indenture or unlawful, or as the Trustees may be advised shall be necessary or expedient to preserve and to protect its interests and the security and interests of the holders of the indebtedness hereby secured, in respect of the property subject to this indenture, or in respect of the income, earnings, rents, issues and profits thereof, including power to institute and to maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, or observance of, such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the holders of the indebtedness hereby secured or of the Trustees.

SECTION 22. Nothing in this indenture, or in the bonds issued hereunder, expressed or implied, is intended, or shall be construed, to give to any person or corporation, other than the parties hereto and the holders of bonds secured by this indenture, any legal or equitable right, remedy, or claim under or in respect of this indenture, or under any covenant, condition or provision herein contained; all its covenants, conditions and provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and of the holders of the bonds hereby secured.

SECTION 23. Anything in this indenture to the contrary notwithstanding, in case several series of bonds be outstanding under this indenture and default shall be made in the principal or interest of the bonds of any one or more of said series and not in respect of the bonds of one or more others, then whatever action in this Article Seven it is provided may or shall be taken upon such default (continuing as in this indenture provided), by or upon the request of the holders of a specified percentage of bonds outstanding, may or shall be taken, in respect of the bonds of the series in respect of which such default shall have been made, by or upon the request of the holders of a majority in amount of the outstanding bonds of such series upon which such default shall have occurred.

## ARTICLE EIGHT.

### BONDHOLDERS' ACTS, HOLDINGS AND APPARENT AUTHORITY.

Any request or other instrument required by this indenture to be signed and executed by bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent, and of the holding by any person of coupon bonds transferable by delivery, shall be sufficient for any purpose

of this indenture, and may be received as conclusive, by the Trustees and each of them, if made in accordance with the provisions of this Article Eight.

The fact and date of the execution by any person of any such request or other instrument in writing, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the State of New York, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution.

The aggregate amount of coupon bonds transferable by delivery, held by any person executing any such request or other instrument as a bondholder, and the distinctive numbers of such bonds, and the date of his holding the same (which holding the Trustees may deem to continue until the Corporate Trustee shall have received notice in writing to the contrary), may be proved by a certificate executed by any trust company, bank, bankers or other depository, wherever situated, setting forth that at the date therein mentioned such person had on deposit with such depository the bonds described in such certificate, or such facts may be proved by the certificate or affidavit of the person executing such request or other instrument as a bondholder, if any such certificate or affidavit shall be deemed by the Corporate Trustee to be satisfactory.

The fact and date of execution of any request or other instrument, and the amount and numbers of coupon bonds held by the person so executing such request or other instrument, may also be proved in any other manner which the Corporate Trustee may deem sufficient.

The ownership of registered coupon bonds or of registered bonds without coupons shall be proved by the registers of such bonds.

Any request, consent or vote of the owner of any bond shall bind all future owners of the same bond, and of bonds issued in exchange therefor or in place thereof, in respect of anything done or suffered by the Trustees, in pursuance of such request, consent or vote.

## ARTICLE NINE.

## RELEASES OF MORTGAGED AND PLEDGED PROPERTY.

SECTION 1. From time to time, subject to the conditions and limitations in this Article Nine prescribed and not otherwise, and upon delivery to the Corporate Trustee of (1) the written request of the Railroad Company, (2) a certified copy of a resolution of its Board of Directors authorizing such request, and (3) the certificate of its President or one of its Vice Presidents and its Chief Engineer or Treasurer or Comptroller or other chief accounting officer, which certificate shall conform to the provisions hereinafter in this section set forth,—the Trustees shall release from the lien of this indenture any part of the right of ways, lands, leaseholds and other property (other than stocks, bonds or securities) then subject to this indenture and specified in such resolution and certificate.

Such certificate shall set forth (a) a description of the property a release of which is requested, and that such property is not necessary or advantageous for the operation, maintenance or use of any of the lines of railroad which or the leases of which are then subject to the lien of this indenture or for use in connection with the business of the Railroad Company, or that the release thereof is required as an incident to changes or modification in the purpose, route or location of a line of railroad or a terminal; (b) that the general integrity and continuity of the system of lines of railroad of the Railroad Company will not be impaired by the execution of the release requested; (c) that the release requested is required for the purpose of carrying out an agreement for the sale of the property to be released or for the exchange thereof for other property, or as an incident to some change or modification in the purpose, location or route of a line of railroad subject to the lien of this indenture, or as an incident to some change or modification in some terminal subject to this indenture;

(d) the selling price of the property a release of which is requested, if such property is to be sold, and a description of the property, if any, to be received in exchange therefor; and (e) that the fair value of the property a release of which is requested is not greater than the price at which the same is to be sold, or the fair value of the property to be received in exchange, as the case may be; but such statement of value shall not be required in a case where the property is not to be sold or exchanged but the release thereof shall be requested as incident to some change or modification in the purpose, location or route of a line of railroad or terminal.

SECTION 2. From time to time the Trustees shall release from the lien of this indenture any franchise or portion thereof which is to be or shall have been surrendered by the Railroad Company, and any tracks and structures which are to be or shall have been removed or abandoned by it, *provided*, that such surrender of franchise or such removal or abandonment of tracks or structures shall be made or shall have been made pursuant to authority of law, and *provided, further*, that the general integrity and continuity of the system of lines of railroad of the Railroad Company shall not be thereby impaired. Such release shall be executed by the Trustees upon delivery to the Corporate Trustee of (1) the written request therefor of the Railroad Company, (2) a certified copy of a resolution of its Board of Directors authorizing such request, (3) the certificate of the President or a Vice President and the Chief Engineer or Treasurer or Comptroller or other chief accounting officer of the Railroad Company setting forth the facts relating to such surrender, removal or abandonment, and that the general integrity and continuity of the system of lines of railroad of the Railroad Company will not be thereby impaired, (4) a copy of any authority of any public agency, if such there be authorizing the surrender, removal or abandonment, or a copy of the agreement or a statement of the legal requirement to comply with

which such release is requested, and (5) the written opinion of counsel for the Railroad Company that the release requested is in accordance with or pursuant to clause (4) of this Section 2.

SECTION 3. If, by a final decree of any competent court having jurisdiction in the premises, in an action or proceeding to which the Trustees are parties, the Railroad Company shall be required to part with the ownership, possession or operation of any portion or portions of the mortgaged premises, then and in any such event such portion as it may be so required to part with shall be released from the lien of this indenture upon such terms and conditions as in such decree may be prescribed.

SECTION 4. Any property acquired by the Railroad Company in exchange for or to take the place of any property released hereunder, or as incident to a change or modification in right of way or terminals, *ipso facto* shall become and shall be subject to the lien of this indenture as fully as if specifically mortgaged hereby; but, if requested by the Trustees, the Railroad Company will convey the same to them by appropriate deeds and assignments upon the trusts and for the purposes of this indenture. The Railroad Company shall deliver to the Corporate Trustee the written opinion of counsel for the Railroad Company to the effect either that such deeds or other instruments are sufficient for that purpose, or that any such deeds or other instruments are not necessary to subject any such property to the lien of this indenture as aforesaid.

SECTION 5. The Railroad Company may sell and dispose of any stocks, bonds or other securities which at any time may be subject to the lien of this indenture; *provided*, that the same shall be sold for not less than the full and fair value thereof.

Upon the request of the Railroad Company, evidenced by resolution adopted by vote of not less than two-thirds of the whole number of its Board of Directors, and upon the certificate of its President or one of its Vice Presidents and of its

Chief Engineer or Treasurer or Comptroller or other chief accounting officer, stating the price at which such stock, bonds or other securities are to be sold or shall have been sold, and that such price is the full and fair value thereof, and any other facts which the Corporate Trustee may require to be stated concerning the same, the Trustees shall release such stocks, bonds or other securities so sold from the lien of this indenture, and shall deliver the same, if in the possession of either of the Trustees, to the purchaser thereof pursuant to the provisions of the resolutions aforesaid; *provided, however,* that the consideration therefor shall be simultaneously paid over to the Corporate Trustee unless applied in accordance with the terms of a prior pledge or assignment, and *provided, further,* that if the Corporate Trustee shall so request, the full and fair value of such stocks, bonds or other securities so to be released shall be appraised by an appraiser or appraisers appointed by the Railroad Company and satisfactory to the Corporate Trustee.

The Trustees may also, anything in this section notwithstanding, upon like request of the Railroad Company, release any stocks, bonds or other securities from the lien of this indenture upon the delivery or assignment to the Corporate Trustee, to be held hereunder, of other stocks, bonds or securities equal in value to those released, the value of the released and substituted stocks, bonds or other securities to be appraised, if requested by the Corporate Trustee, in the manner hereinbefore provided in this section in the case of a sale thereof; *provided,* that (except in the case of any bridge, depot or terminal company), it shall not sell or dispose of less than the entire amount of stock (except for the purpose of qualifying officers or directors) or the entire amount of bonds or other securities of any one corporation held subject to the lien hereof; and *provided, further,* that the Trustees shall, upon request of the Railroad Company, with-

out the substitution of other stocks, bonds or securities equal in value, release from the lien of this indenture such number of the shares of capital stock of any bridge, depot or terminal company at any time pledged hereunder, as may be required to be transferred by the Railroad Company in the pro rata reduction in the number of shares held by all the tenant or proprietary companies, including the Railroad Company, upon the admission of a new tenant or proprietary company into the use of the facilities of such bridge, depot or terminal company.

SECTION 6. All moneys receivable for property released as provided in Sections 1, 2, 3 or 5 of this Article Nine, and all moneys receivable as compensation for any property subject to this indenture taken by exercise of the power of eminent domain, and, except as in this indenture otherwise provided, any and all other moneys at any time receivable by the Trustees or either of them, unless applied in accordance with the requirements of mortgages or pledges constituting prior liens thereon or on part thereof, shall be received and be held by the Corporate Trustee as part of the trust estate, and, at the request of the Railroad Company and under its direction shall be paid over to the Railroad Company from time to time for any of the purposes specified in Sections 4, 6 and 7 of Article Three of this indenture, or for payment of bonds issued hereunder and not refunded by the issue of other bonds hereunder, upon compliance with requirements applicable to the payment to the Railroad Company of deposited moneys under said Section 6 of Article Three.

Any of the said moneys may also be used by the Railroad Company for the purchase of bonds previously issued under the provisions of this indenture, at a price or at prices not exceeding the fair market value thereof at the time of purchase at not more than their principal amount and interest accrued thereon; which bonds, when purchased, shall be deposited with the Corporate Trustee, to be held by

it uncanceled, and subject to sale at the request of the Railroad Company, unless the Railroad Company, acting through resolution of its Board of Directors, shall request the cancelation thereof; in which latter event, the Corporate Trustee, upon receipt from the Railroad Company of a duly authenticated copy of such resolution, shall forthwith cancel the bonds specified in such resolution. Any bond or bonds so held by the Corporate Trustee may at any time be sold by the Railroad Company at a price or at prices not less than the fair market value thereof at the time of sale. When any such sale shall be made by the Railroad Company, the Corporate Trustee, upon receipt of the price of the bond or bonds sold, and upon request of the Railroad Company acting through resolution of the Board of Directors, shall deliver the bonds so sold either to the Railroad Company or to the purchaser thereof, and the proceeds thereof shall form part of the moneys available for use by the Railroad Company for the purposes and in the manner in this Section specified.

SECTION 7. In case there shall be conveyed to the Railroad Company any line of railroad which is leased to it under a lease assigned to the Trustees hereunder, the stock of the lessor company, if any thereof shall have been deposited hereunder, shall be released from the lien of this indenture and canceled, unless the lessor company shall own property other than that so conveyed, in which latter case the whole of the stock of the lessor company owned by the Railroad Company and held by the Trustees or either of them hereunder, or such part thereof as may be required for the purpose, may by the Railroad Company be sold, applied or disposed of in consummating the purchase of such leased railroad or in connection with such purchase, or in connection with the disposition of assets remaining in such lessor company after such conveyance of its railway, and for such purpose shall be released by the Trustees from the lien of this indenture.

In the event that the Railroad Company shall have acquired the title in fee to any railroad or terminal property on which mortgage debt shall be outstanding, the whole of which shall previously have been pledged hereunder, the Trustees, at the request of the Railroad Company contained in a resolution of its Board of Directors, may cancel and discharge all such mortgage debt, so as to release such railroad from the lien thereof.

SECTION 8. From time to time, while in possession of the mortgaged premises, the Railroad Company shall have full power, in its discretion, and without any action by or notice to the Trustees, to dispose of any portion of the fixtures, machinery, implements, motive power, rolling stock, marine equipment, or other chattels, at any time held subject to the lien hereof, which may have become unserviceable or which it may not be necessary or advantageous longer to retain for use in connection with the mortgaged premises, replacing the same (subject to the provisions of Section 7 of Article Five) by new fixtures, machinery or other property, or substituting property of equal value thereto, which shall become subject to the lien of this indenture.

SECTION 9. In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article Nine be required to see to the application of the purchase price.

SECTION 10. Except as otherwise in this indenture provided, the Railroad Company from time to time may terminate, release or make changes or alterations in, or substitutions of, any leases, trackage rights, agreements or contracts that are subject to this indenture, and in any such event any modified, altered or substituted leases, trackage rights, agreements or contracts forthwith shall become bound by and be subject to the terms of this indenture, in the same manner as those previously existing; but nothing in this Section 10 of Article Nine contained shall be construed as giving to the Railroad

Company power to make any lease of, or to grant trackage rights upon, the mortgaged premises, or to enter into any contract affecting the same, except subject to the prior lien of this indenture.

SECTION 11. In case one or more of the events of default enumerated in Section 2 of Article Seven hereof shall have occurred and shall be continuing, the Trustees shall not execute, on the request of the Railroad Company, a release of any of the property subject to this indenture. If such an event of default shall have occurred and shall be continuing, then, in case any of the property subject to this indenture shall be in the possession of a receiver lawfully appointed, the powers in and by this Article Nine conferred upon the Railroad Company and which it might exercise but for the default, may be exercised by such receiver with the approval of the Corporate Trustee, and if the Trustees or either of them shall be in possession of any of the mortgaged railroad under any provision of this indenture, then all the powers in this Article Nine conferred upon the Railroad Company may be exercised by the Trustees as deemed best by the Corporate Trustee in its discretion.

SECTION 12. A certificate signed by the President or any Vice President and by the Chief Engineer or Treasurer or Comptroller or other chief accounting officer of the Railroad Company and the opinion of counsel, as hereinbefore provided, may be received by the Trustees as conclusive evidence of any of the facts mentioned in this Article Nine, and shall be full warrant and protection to the Trustees and each of them for any action taken by them or either of them on the faith thereof.

#### ARTICLE TEN.

##### IMMUNITY OF OFFICERS, DIRECTORS AND STOCKHOLDERS.

No recourse shall be had for the payment of the principal of or the interest upon any bond issued under this indenture,

or for any claim based thereon, or otherwise in respect thereof or of this indenture, against any incorporator, stockholder, officer or director, past, present or future, of the Railroad Company, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this indenture and all the bonds and coupons hereby secured are solely corporate obligations, and that no personal liability whatever shall attach to or is incurred by any incorporator, stockholder, officer or director, past, present or future, of the Railroad Company because of the incurring of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants, promises or agreements contained in this indenture or in any of the bonds or coupons issued hereunder or to be implied herefrom; and any and all personal liability of every name and nature of, and any and all rights and claims against, every such incorporator, stockholder, officer or director, whether arising at common law or in equity, or created by statute or constitution, are hereby expressly released and waived as a condition of, and as part of the consideration for, the execution of this indenture and the issue of the bonds and interest obligations hereby secured.

## ARTICLE ELEVEN.

### SUPPLEMENTAL INDENTURES.

SECTION 1. The Railroad Company, when authorized by resolution of its Board of Directors, and the Trustees, or either of them, from time to time and at any time, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes:

(a) To convey, transfer and assign to the Trustees and to subject to the lien of this indenture, with the same force and effect as though included in the granting clauses hereof, additional railroads or leases thereof, bonds, shares of capital

stock, equipment and any other property then owned by the Railroad Company, acquired by it through consolidation or merger or by purchase, or otherwise. The prior debt secured by mortgage to which any lines of railroad so conveyed shall be subject, shall be specified and described and the amount thereof stated in such supplemental indenture; and the prior debt so specified and described shall thereupon and thereafter be deemed and taken to be included in Section 2 of Article Three hereof.

(b) To specify and state the bonded indebtedness, and the amount thereof, of any company which hereafter shall be consolidated with or merged into, or whose railroad property hereafter shall be acquired by, the Railroad Company, although such bonded indebtedness may not be secured by mortgage, which bonded indebtedness is to be regarded as forming a part of the prior debt of the Railroad Company, and to retire which, at or before maturity, bonds are to be reserved as provided in Section 3 of Article Three hereof.

(c) To evidence the succession of another corporation to the Railroad Company, or successive successions, and the assumption by a successor corporation of the covenants, and obligations of the Railroad Company under this indenture.

(d) To add to the limitations on the authorized amount, issue and purposes of issue of bonds specified in Articles One and Three hereof, other limitations to be thereafter observed.

(e) To make provision in regard to matters or questions arising under this indenture as may be necessary or desirable and not inconsistent with this indenture.

SECTION 2. The Corporate Trustee and the Individual Trustee, or either of them, are hereby authorized to join with the Railroad Company in the execution of any such supplemental indenture to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder.

## ARTICLE TWELVE.

## CONSOLIDATIONS AND MERGERS.

SECTION 1. Nothing contained in this indenture or in any bond hereby secured shall prevent any consolidation or merger of the Railroad Company with any other corporation or corporations, or a series of consolidations or mergers or successive consolidations or mergers to which the Railroad Company or its successor or successors shall be a party or parties; or any conveyance and transfer pursuant to sale under a judicial decree or pursuant to voluntary contract of sale or otherwise (subject to the continuing lien of this indenture and to all the provisions hereof and of any and all supplements hereto) of all the property subject to this indenture as an entirety, to any other corporation at that time existing under and by virtue of the laws of any State or States or of the United States and empowered to acquire the same; *provided, however,* that no such consolidation, merger or sale shall impair the lien and security of this indenture or any of the rights or powers hereunder of the Trustees or either of them or of the holders of the indebtedness hereby secured, and that, upon any such consolidation, merger or sale, the due and punctual payment of the principal and interest of all of the bonds hereby secured, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this indenture and of any and all supplements hereto, shall be expressly assumed by the corporation formed by any such consolidation or merger or purchasing as aforesaid.

SECTION 2. In case of any such consolidation or merger or series of consolidations or mergers or successive consolidations or mergers, or in case of any such conveyance and transfer, and in case the successor corporation shall have assumed the due and punctual payment of the principal and interest of the bonds hereby secured and the performance of all the

covenants and conditions of this indenture and any and all supplements hereto, such successor corporation shall succeed to and be substituted for the Railroad Company, party of the first part hereto, with the same effect as if it had been named herein as such party of the first part; and, upon the order of such successor corporation, instead of the Railroad Company, and subject to all terms, conditions and limitations in this indenture and in any and all supplements hereto prescribed, the Corporate Trustee shall authenticate and shall deliver any of such bonds which previously shall have been signed and delivered by the Railroad Company to the Corporate Trustee for authentication and any of such bonds which thereafter shall be signed and delivered to the Corporate Trustee for that purpose. And such successor corporation may cause to be signed and issued, either in its own name or in the name of the Railroad Company, and under the corporate seal of either company, any and all bonds thereafter to be issued hereunder which theretofore shall not have been signed by the Railroad Company and delivered to the Corporate Trustee. All of the bonds issued in all respects shall have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this indenture, as though all of said bonds had been issued at the date of the execution hereof. In case of such consolidation or merger, or conveyance and transfer, such changes in phraseology and form (but not in substance) may be made in the bonds hereby secured, thereafter to be issued, as consequent upon such consolidation or merger or conveyance and transfer, may be appropriate. Neither of the Trustees shall be under any duty to see that any such successor corporation shall assume the payment of the bonds issued hereunder or the performance of the covenants or conditions hereof, except as a condition precedent to the vesting in such successor corporation of the rights and powers conferred by this Section 2 of Article Twelve.

In case of the consolidation of the Railroad Company with or the merger into it of a corporation any of the capital stock of which shall be pledged under this indenture, the lien of this indenture thereon shall terminate upon such consolidation or merger becoming effective, and such capital stock, if then in the possession of either of the Trustees, shall be surrendered to the Railroad Company or to the successor corporation.

In case of the consolidation of the Railroad Company with or the merger into it of a corporation any of the bonds or other evidences of indebtedness of which shall be pledged under this indenture, the lien of this indenture thereon shall terminate upon such consolidation or merger becoming effective, and such bonds or other evidences of indebtedness, if then in the possession of either of the Trustees, shall be surrendered to the Railroad Company or to the successor corporation; *provided, however*, that such lien shall not terminate and such bonds or other evidences of indebtedness shall not be surrendered unless or until the railroad of the company so consolidated with or merged into the Railroad Company shall have been subjected to the lien of this indenture as in this Section 2 of Article Twelve hereinafter provided, nor unless or until there are no outstanding bonds or other evidences of indebtedness secured by lien upon said railroad, which lien is junior to the lien securing such bonds or other evidences of indebtedness held by either of the Trustees and prior to the lien of this indenture.

The Railroad Company covenants that, in the event of any such consolidation or merger, the railroad theretofore owned by the company whose capital stock or whose bonds or other evidences of indebtedness were so pledged shall be subjected to the lien of this indenture by supplement executed as provided in Article Eleven hereof; but such supplement may provide that the lien of this indenture on such railroad shall be subordinate to the liens which then there may be thereon and to the lien of other indentures or supplemental indentures,

executed or to be executed, under which any or all of the prior debt of the Railroad Company may be secured.

SECTION 3. Nevertheless, before the exercise of the powers conferred by this Article Twelve, the Railroad Company, by instrument in writing executed by authority of its Board of Directors, by the affirmative vote of two-thirds of the whole number of directors, and delivered to the Trustees, may surrender any of the powers reserved to it, or to its successors, as aforesaid; and thereupon such power so surrendered shall terminate.

### ARTICLE THIRTEEN.

#### CONCERNING THE TRUSTEES.

SECTION 1. Neither of the Trustees shall be answerable for the default or misconduct of the other, or of any agent or attorney appointed in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; or for the exercise of any discretion or power hereunder, or for anything whatever in connection with this trust, except its or his own willful misconduct or gross negligence; nor shall either of the Trustees be accountable for the use of any bonds authenticated or delivered by the Corporate Trustee hereunder or of the proceeds thereof. The Trustees shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created, which, in their opinion or in the opinion of the Corporate Trustee shall be likely to involve expense or liability, unless as often as required by the Corporate Trustee one or more of the holders of the bonds hereby secured shall furnish indemnity satisfactory to the Corporate Trustee against such expense or liability. The Trustees shall not be required to take notice of any default under this indenture, and for all purposes they conclusively may assume that there has been no default under this indenture, unless and until notified in writing of such default by the holders of at least ten per cent. in amount of the

bonds hereby secured then outstanding; nor shall the Trustees or either of them be required to take any action in respect of any default, unless requested to take such action in respect thereof by a writing signed by the holders of not less than twenty-five per cent. in amount of the bonds hereby secured then outstanding, or in case several series of bonds are outstanding and default shall be made in the principal or interest of any of the bonds of any one or more of said series and not in respect of the bonds of one or more others, unless requested to take such action by the holders of not less than twenty-five per cent. in amount of the bonds in respect to which default shall have been made, and in every such case tendered indemnity satisfactory to them as aforesaid. The foregoing provisions of this Section 1 of Article Thirteen are intended only for the protection of the Trustees and shall not affect any discretion or power by any provision of this indenture given to the Trustees or to the Corporate Trustee to determine whether or not they or it shall take action in respect of any default, or any other discretion or power given to the Trustees without such notice or request.

The Trustees shall be entitled to reasonable compensation for all services rendered by them in the execution of the trusts hereby created, and the Railroad Company agrees to pay such compensation, as well as all expenses necessarily incurred or disbursed by the Trustees hereunder, and to indemnify the Trustees against any liability or damages incurred or sustained by them under this indenture; and the Trustees shall have a lien for such compensation, expenses and indemnity on the mortgaged premises prior to the lien of the bonds and other indebtedness secured by this indenture.

The Trustees shall incur no liability to anybody in acting upon any notice, request, consent, certificate, note, bond, document or paper believed by them or either of them to be genuine and to have been signed by the proper person.

When reasonably necessary, the Trustees may advise with legal counsel to be selected and employed by them and the reasonable expenses therefor shall be paid by the Railroad Company, and the Trustees shall not be liable for anything done or suffered in good faith by them in accordance with the opinion of counsel.

The recitals and statements in this indenture and in said bonds and coupons contained shall be taken as statements by the Railroad Company alone, and shall not be considered as made by or as imposing any obligation or liability upon the Trustees, nor shall the Trustees be held responsible for the legality or validity of this indenture or of said bonds or coupons or of any supplemental indenture or any instrument of further assurance.

In executing this indenture the Trustees make no covenant or representation respecting the rights of the holders of any of the bonds or other indebtedness secured by this indenture, or the title or interest of the Railroad Company in or to the mortgaged premises or respecting the validity of any assignment under which any securities held hereunder were acquired by the Railroad Company or assigned to the Trustees, or the sufficiency of the security afforded by the mortgaged premises.

The Trustees shall not be responsible for the recording, registration, filing or refiling of this indenture or of any supplemental indenture or of any instrument of further assurance or of any deed or mortgage which they may hereafter receive as hereinabove provided, as a mortgage of real estate or as a chattel mortgage, or for the renewing of the lien hereof or thereof or for the affixing or cancelation of any revenue stamps, nor shall the Trustees be under any duty to give notice to anybody of this or of any such other indenture or instrument, or of any instrument of assignment or pledge supplementing this indenture, and the Trustees may authenticate and deliver the bonds in accordance with the

provisions hereof notwithstanding that this indenture shall not have been recorded or filed.

It is expressly understood that the Trustees, shall be under no duty or liability in respect to any tax which may be assessed against either the Railroad Company or the Trustees or against the owners of the bonds or other indebtedness hereby secured in respect to their interest in the mortgaged premises hereunder or under any future mortgage or supplemental indenture which may be executed to the Trustees under the provisions of this indenture, or against the mortgaged premises hereunder or under any such future mortgage or supplemental indenture, nor shall the Trustees be under any duty to pay or see to the payment of such tax, or to take any notice of the assessment therefor or to give any notice thereof to the holders of the bonds or other indebtedness secured hereby or any other person; nor shall the Trustees be under any duty to accept any mortgage or assignment or pledge to be given under any of the provisions of this indenture or to do any act which shall necessitate the acceptance by them of such mortgage or assignment or pledge, if the acceptance thereof shall impose any liability upon them to see to the payment of any such tax; and for any expense or liability which the Trustees may incur by reason of or growing out of any such tax the Railroad Company shall reimburse the Trustees and the Trustees shall have a lien therefor on the mortgaged premises prior to the lien of the bonds and other indebtedness hereby secured.

It shall be no part of the duty of the Trustees to see to the insurance of any part of the property hereby mortgaged, or of any property on which the Trustees may hereafter acquire a lien as above provided, or to effect such insurance.

The trust estate, property and funds shall be primarily liable to third persons for all debts contracted by the Trustees and for all damages to persons or property injured and for salaries and for nonperformance of contract, and for all other torts, obligations and liabilities arising during any period

wherein the Trustees or either of them shall manage the trust property or any of it, upon entry or voluntary surrender as aforesaid or otherwise; and the Trustees shall not be personally liable in respect of any such matters.

Any moneys received by the Corporate Trustee under any provision of this indenture may be treated by it, until it is required to pay out the same conformably herewith, as a deposit, without any liability for interest save such as it shall agree with the Railroad Company to pay thereon.

So long as there shall exist none of the events of default enumerated in Section 2 of Article Seven of this indenture, all interest allowed by the Corporate Trustee as aforesaid shall be paid from time to time to the Railroad Company or upon its order signed by its President or any Vice President or Treasurer.

Either of the Trustees may become the owner of bonds and coupons secured hereby with the same rights which it or he would have if not Trustee.

Whenever in this indenture the existence of any situation, matter, conclusion of fact of any character, or the sufficiency or validity of any instrument, paper or proceeding, or of any proof or evidence of any fact shall be prescribed as a condition of or in any manner with respect to any action or proceeding on the part of the Trustees or either of them or shall be deemed necessary or convenient to be ascertained by either of the Trustees, a certificate signed by the President or any Vice President and also by the Chief Engineer or Treasurer or Comptroller or other chief accounting officer of the Railroad Company shall, in the discretion of such Trustee, be sufficient evidence of any such fact, situation, matter or conclusion; and for the purposes of this indenture the fact of the adoption of a resolution by the Board of Directors of the Railroad Company, or of the stockholders, shall be sufficiently evidenced to the Trustees by the certificate of the Secretary or an Assistant Secretary of the Railroad Company under its corporate seal. Any such certificate shall be complete protection to the Trustees for any act done or suf-

ferred by them or either of them upon the faith thereof, except where other evidence is hereinabove specifically prescribed, but the Trustees in their reasonable discretion, may require other evidence.

SECTION 2. The Corporate Trustee, or any such trustee hereafter appointed, may resign and may be discharged of the trusts created by this indenture, by giving notice, specifying the date when such resignation shall take effect, to the Railroad Company and to the bondholders, by publication, at least twice a week for four successive weeks, in two newspapers published in the Borough of Manhattan, City of New York. Such resignation shall take effect on the day specified in such notice—being not less than forty days after the first publication of such notice—unless previously a successor Corporate Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor.

The Individual Trustee may at any time resign by giving notice thereof to the Corporate Trustee and to the Railroad Company, specifying the date on which such resignation shall take effect.

Any Trustee may be removed at any time by an instrument in writing under the hands of three-quarters in interest of the holders of the bonds hereby secured, then outstanding.

Any Trustee so removed shall be entitled to reasonable compensation, then accrued and unpaid, and the reimbursement of proper expenses theretofore incurred and not previously reimbursed.

SECTION 3. In case at any time the Corporate Trustee shall resign or be removed or otherwise become incapable of acting, or in case the Corporate Trustee shall be taken under the control of any public officer or officers or of a receiver appointed by a court, then (except as hereinafter provided) a successor or successors may be appointed by the holders of a majority in principal amount of the bonds hereby secured,

then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys in fact duly authorized, *provided, nevertheless*, that in any such case the Railroad Company, by an instrument executed by order of its Board of Directors, may appoint a successor Corporate Trustee which shall act until a successor Corporate Trustee shall be appointed by the bondholders as herein authorized. After any such appointment by the Railroad Company, it shall publish notice of such appointment once a week for six successive weeks in a newspaper published in the Borough of Manhattan, City of New York; but any new Corporate Trustee so appointed by the Railroad Company shall immediately and without further act be superseded by a Corporate Trustee appointed in the manner above provided by the holders of a majority in principal amount of the outstanding bonds hereby secured, if such appointment by such bondholders be made prior to the expiration of one year after the completion of such publication of notice. Every trustee appointed in succession to the Corporate Trustee named as one of the parties of the second part to this indenture, or its successor in the trust, shall be a trust company having an office in the Borough of Manhattan, City of New York, in good standing and having a capital and surplus aggregating at least \$2,000,000, if there be such a trust company qualified, able and willing to accept the trusts upon reasonable or customary terms.

In case at any time the Individual Trustee shall resign or be removed or otherwise become incapable of acting, a successor to such Individual Trustee may be appointed by the Corporate Trustee by an instrument in writing.

Any new trustee appointed hereunder shall execute, acknowledge and deliver to its or his co-trustee or co-trustees, if any, and to the Railroad Company, an instrument accepting such appointment hereunder, and thereupon such new trustee, without any further act, deed or conveyance shall become vested with all the estates, properties, rights, powers and trusts of its or his predecessor in the trusts hereunder with

like effect as if originally named as trustee herein; but nevertheless on the written request of the Railroad Company or of the successor trustee, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the trustee so resigning or removed, and shall duly assign, transfer and deliver any other property and moneys held by such trustee to the successor trustee so appointed in its or his place.

Should any deed, conveyance or instrument in writing from the Railroad Company be required by any successor trustee for more fully and certainly vesting in and confirming to such new trustee such estates, rights, powers and duties, then on request any and all such deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered by the Railroad Company.

Any trust company into which the Corporate Trustee, or any successor to it in the trusts created by this indenture, may be merged or with which it or any successor to it may be consolidated, or any trust company resulting from any merger or consolidation to which the Corporate Trustee or any successor to it shall be a party, *provided*, such company shall be a corporation organized under the laws of the United States of America or of the State of New York, having a capital and surplus of at least \$2,000,000, and shall do business in the Borough of Manhattan in the City of New York, shall be the successor to the Corporate Trustee under this indenture without the execution or filing of any paper or any further act on the part of either of the parties hereto, anything herein to the contrary notwithstanding. In case any of the bonds issuable under this indenture shall have been authenticated, but not delivered, any such successor Corporate Trustee may adopt the certificate of authentication of the Corporate Trustee hereinabove named as one of the parties of the second part, or of any successor to it, as Corporate

Trustee hereunder, and deliver the bonds so authenticated; and, in case any of the bonds issuable hereunder shall not have been authenticated, any successor Corporate Trustee may authenticate such bonds in its own name, and in all such cases such authentication shall have the full force and effect which anywhere in said bonds or in this indenture it is provided that the authentication of the Corporate Trustee shall have.

SECTION 4. The grant in this indenture to the Trustees is subject to the following terms and conditions in respect of the rights and powers of the Corporate Trustee and the Individual Trustee, respectively, and every successor trustee and every additional trustee hereunder shall be appointed subject to such terms and conditions, viz.:

(1) That the bonds secured hereby shall be authenticated and delivered, and all powers conferred upon the Corporate Trustee under this indenture shall be exercised, solely by the Corporate Trustee named as one of the parties hereto of the second part or a trust company constituted and acting as its successor in the trust hereunder;

(2) That the custody of all stocks, bonds and other property and cash held by the Corporate Trustee under this indenture, and all rights, powers and duties with respect to the administration, management and disposition thereof including the rights, powers, and duties vested in the Corporate Trustee under this indenture, shall, unless required by law, not vest in the Individual Trustee or his successor, or in any such additional trustee, but shall remain vested in the Corporate Trustee or any trust company which may have been constituted and be acting as its successor in the trusts hereunder;

(3) That no powers shall, unless required by law, be exercised hereunder by such Individual Trustee or his successor, or any such additional trustee, except jointly with or with the consent in writing of the Corporate Trustee, or any trust

company which may have been constituted and be acting as its successor in the trust;

(4) That the Railroad Company, and the Corporate Trustee or its successor in the trust, at any time, by an instrument in writing executed by them jointly, may remove the Individual Trustee or any other trustee or trustees, and by an instrument in writing executed by them jointly may appoint a successor or successors to such Individual Trustee or any such other trustees;

(5) That in case of the happening of any of the events of default specified in Section 2 of Article Seven hereof, the Corporate Trustee or its successor in the trust, by an instrument in writing executed by it without the concurrence of the Railroad Company, may remove any such Individual Trustee or any such other trustees and may appoint a successor or successors;

(6) That any notice, request or other writing by or in behalf of the bondholders, delivered solely to the Corporate Trustee or its successor in the trust, shall be deemed delivered to any and all the trustees hereunder as effectually as if delivered to each of them;

(7) That until the indebtedness secured by this indenture, or some part thereof, shall become payable under the provisions therein or herein contained, or until under the provisions hereof the Trustees shall become entitled to enter upon the mortgaged premises, any action or exercise of rights, powers or duties of the Trustees hereunder, and at any time in any case where power so to do is expressly granted in this indenture, including the power to declare due the principal of the bonds secured hereby, if taken by the Corporate Trustee, or any trust company appointed trustee hereunder as its successor, alone, and without any action on the part of any other trustee, shall be sufficient for the purposes of this indenture; and,

(8) That any request in writing by the Corporate Trustee, or by any trust company appointed as its successor, to the Individual Trustee hereunder or to his successor, or to any additional trustee, shall be sufficient warrant to such Individual Trustee or his successor, or any additional trustee, to take such action as may be so requested.

The said Individual Trustee herein named has been joined as trustee in order to comply with statutory requirements now or hereafter in force respecting trustees under deeds of trust of property in localities in which the mortgaged premises or part thereof, are or may be situated, and as such trustee shall possess such powers and such powers only as may be necessary to comply with such requirements. In case, by reason of the repeal or removal of such requirements or for any other reason, it shall not be necessary that one of the Trustees shall be a natural person, then on the demand of the Corporate Trustee, or of any corporation appointed as its successor hereunder, the said Individual Trustee, or any successor to him in the trust, theretofore appointed, shall resign as such trustee, by writing duly acknowledged for record and delivered to said Corporate Trustee or its successor, and thereupon all powers of said Individual Trustee, or his successor, shall terminate, as shall his or his successor's right, title and interest in and to the mortgaged premises.

Every instrument appointing a successor to the Individual Trustee or any individual trustee or trustees shall refer to this indenture, and the conditions in this article expressed and upon the acceptance in writing by such successor or additional trustee or trustees, he, they or it shall be vested with the estates and property specified in such instrument, either jointly with the Corporate Trustee or its successors, or separately, as may be provided, subject to all the trusts, conditions and covenants of this indenture.

The Individual Trustee herein named, and any of his suc-

cessors in the trust, and any additional trustee, at any time by an instrument in writing, may constitute the Corporate Trustee and its successors in the trust hereunder, his or its agent and attorney-in-fact, with full authority and power to do all acts and things and exercise all discretions hereunder for and in behalf and in the name of the trustee or trustees executing such instrument.

In case the said Individual Trustee herein named, or any additional trustee, or a successor to either of them, shall die, resign, or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustees hereunder, so far as permitted by law, shall vest in and be exercised by the Corporate Trustee or its successor in the trust, without the appointment of any trustee or successor to said Individual Trustee, or to such additional trustee; and no successor to said Individual Trustee, or to any additional trustee, shall be appointed unless such appointment shall be necessary or prudent for the protection of the bondholders hereunder, or unless the Corporate Trustee or the holders of a majority in principal amount of the bonds hereby secured shall deem such appointment expedient for any cause.

SECTION 5. If at any time or times, in order to conform to any law of any locality in which the Railroad Company now or at any time hereafter shall hold any property subject to the lien of this indenture, or if the Corporate Trustee shall be advised by counsel satisfactory to it that it is necessary or prudent in the interest of the bondholders so to do, or if the holders of a majority in principal amount of bonds outstanding under this indenture shall in writing request the Corporate Trustee and the Railroad Company so to do, the Trustees and the Railroad Company shall unite in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint a trust company or one or more persons approved by the Corporate Trustee, either

to act as co-trustee or as co-trustees, for the purpose of this indenture, of all or any of the property subject to this indenture jointly with the Trustees originally named herein or their successors, or to act as separate trustee or trustees of any of such property; and the trust company—and its successors through consolidation, merger or otherwise—or the person or persons, so appointed, shall be such co-trustee or co-trustees, or separate trustee or separate trustees, with such powers and duties as shall be specified in such instruments and agreements to be executed as aforesaid.

#### ARTICLE FOURTEEN.

##### POSSESSION UNTIL DEFAULT—DEFEASANCE CLAUSE.

SECTION 1. Until the happening of one of the events of default enumerated in Section 2 of Article Seven of this indenture, the Railroad Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the mortgaged premises (other than certificates of stock, bonds and other indebtedness pledged or to be pledged hereunder with the Trustees), and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the rents, earnings, income, issues and profits thereof.

SECTION 2. If, when the bonds hereby secured shall have become due and payable, the Railroad Company shall well and truly pay or cause to be paid the whole amount of the principal moneys and interest due and payable upon all of the said bonds and the coupons for interest thereon, or shall provide for such payment by depositing with the Corporate Trustee hereunder for the payment of such bonds and coupons the amount due and payable thereon for principal and interest, and shall also pay or cause to be paid all other sums

payable hereunder by the Railroad Company, and shall well and truly keep and perform all things herein required to be kept and performed by it according to the true intent and meaning of this indenture, then and in that case all property, rights and interests hereby conveyed, assigned or pledged shall revert to the Railroad Company, its successors or assigns, and the estate, right, title and interest of the Trustees shall thereupon cease, determine and become void; and the Trustees in such case, on demand of the Railroad Company, its successors or assigns, and at its or their cost and expense, shall enter satisfaction of this indenture upon the records, and shall assign and transfer, or cause to be assigned and transferred, and shall deliver or cause to be delivered to the Railroad Company, all personal property then held by the Trustees or either of them hereunder; otherwise the same shall be, continue and remain in full force and virtue.

#### ARTICLE FIFTEEN.

##### SUNDRY PROVISIONS.

SECTION 1. All the covenants, stipulations and agreements in this indenture contained by or in behalf of the Railroad Company, shall bind its successors, and assigns whether so expressed or not.

SECTION 2. Any act or proceeding by any provision of this indenture authorized or required to be done or performed by the Board of Directors of the Railroad Company (except as provided in Section 5 of Article Nine and Section 3 of Article Twelve), may be done or performed by the Executive Committee of such Board of Directors, with the same effect as if done or performed by the Board of Directors itself and for every purpose of this indenture, including the execution, issue and use of any and all bonds hereby secured, the term "Railroad Company" in-

cludes and means not only the party of the first part, but also any successor or purchasing corporation.

SECTION 3. As used in this indenture, except when otherwise indicated, the words "Corporate Trustee," or any other equivalent term, shall be held and construed to mean The First National Bank of the City of New York, or its successor for the time being in the trusts hereby accepted by the said corporation; and the words "Individual Trustee," or any other equivalent term, shall be held and construed to mean Frazier L. Ford, or his successor for the time being in the trusts hereby accepted by him; and the word "Trustees" or any other equivalent term, shall be held and construed to mean collectively, the parties hereto of the second part and any additional trustee, and their respective successors for the time being in the respective trusts respectively accepted by them; the words "trust company," shall be held and construed to include a banking association formed under the laws of the United States and duly qualified to accept trusts of the nature of this indenture; the words "bond," and "bondholder," shall include the plural as well as the singular number; the words "coupon" and "coupons" refer to the interest coupon or coupons attached to the bonds issued hereunder; and the word "person" used with reference to a bondholder shall include associations, corporations or partnerships owning any of said bonds.

The words "mortgaged premises," "mortgaged property" or similar phrases where used in this indenture shall be taken to include for all purposes all railroads, leasehold interests, equipment, stocks, bonds or other properties conveyed or pledged by the granting clauses of this indenture or otherwise becoming subject thereto, and any and all moneys held hereunder as part of the trust estate; the words "capital stock," or "stock," shall be taken to include voting trust certificates representing the same.

SECTION 4. This indenture shall become operative and effectual for all purposes immediately upon its execution by

the Railroad Company, party of the first part, without more; and, if either or both of the designated parties of the second part shall fail to execute this indenture and accept the trusts hereunder, a new trustee or trustees may be appointed instead of the party or parties of the second part so failing to execute and accept this indenture and the trusts hereunder; and in all respects the effect of such failure of execution and acceptance shall be only the same as if such party or parties of the second part had resigned or been removed from trusteeship hereunder.

SECTION 5. In order to facilitate the record of this indenture, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

SECTION 6. The First National Bank of the City of New York, and Frazier L. Ford, parties hereto of the second part, hereby severally accept the trusts in this indenture declared and provided, and agree to perform the same upon the terms and conditions hereinbefore set forth.

The post office address of The First National Bank of the City of New York is No. 2 Wall street, New York, N. Y., and the post office address of Frazier L. Ford is Fourth and Felix streets, St. Joseph, Missouri.

IN WITNESS WHEREOF, Chicago, Burlington & Quincy Railroad Company, the party hereto of the first part, has caused these presents to be signed in its name and behalf by its President, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secretary; and The First National Bank of the City of New York, one of the parties of the second part, has caused these presents to be signed in its name and behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Cashier, and Frazier L. Ford, the other of the

parties of the second part, has hereunto set his hand and seal,  
all as of the day and year first above written.

CHICAGO, BURLINGTON & QUINCY RAILROAD  
COMPANY,

By HALE HOLDEN,  
*President.*

(CORPORATE SEAL)

Attested and countersigned:

By CHARLES I. STURGIS,  
*Secretary.*

Signed, sealed and delivered in  
behalf of Chicago, Burlington &  
Quincy Railroad Company in the  
presence of

J. B. REEVE.  
EDW. F. COTTER.

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,

By FRANCIS D. BARTOW,  
*Vice President.*

(CORPORATE SEAL)

Attested and countersigned:

By SAMUEL A. WELLDON,  
*Cashier.*

Signed, sealed and delivered in  
behalf of The First National Bank  
of the City of New York, in the  
presence of

J. B. REEVE.  
G. T. VOUGHT, JR.

FRAZIER L. FORD. (L. S.)

Signed, sealed and delivered by  
Frazier L. Ford in the presence of

L. KOENIG.  
H. F. SMITH.

STATE OF NEW YORK }  
 COUNTY OF NEW YORK } ss.:

I, James J. McDermott, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 3rd day of February, A. D. 1922, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Hale Holden and Charles I. Sturgis, each to me personally known and known to me to be respectively the President and the Secretary of Chicago, Burlington & Quincy Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such President and Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Hale Holden and Charles I. Sturgis, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Hale Holden and Charles I. Sturgis reside in the City of Chicago in the State of Illinois, that said Hale Holden is the President and said Charles I. Sturgis is the Secretary of Chicago, Burlington & Quincy Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Hale Holden and Charles I. Sturgis, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and

sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1923.

JAMES J. McDERMOTT,

(NOTARIAL SEAL)

Notary Public, Bronx Co: No: 13 Reg: No:  
New York Co. No. 55 Reg. No. 3059  
Kings County No. 5 Reg. No. 3031  
My Commission Expires March 30, 1923.

STATE OF NEW YORK, } ss.: No. 92449 Series B Form 2  
 COUNTY OF NEW YORK. }

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

JAMES A. DONEGAN,

(SEAL)

*Clerk.*

STATE OF NEW YORK }  
 COUNTY OF NEW YORK } ss. :

I, James J. McDermott, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 3rd day of February, 1922, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Francis D. Bartow and Samuel A. Welldon, each to me personally known and known to me to be respectively Vice President and Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and the said Francis D. Bartow and Samuel A. Welldon, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Francis D. Bartow resides in South Orange in the State of New Jersey, and that the said Samuel A. Welldon resides in New York City in the State of New York; that said Francis D. Bartow is Vice President and said Samuel A. Welldon is the Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they the said Francis D. Bartow and Samuel A. Welldon know the corporate

seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1923.

JAMES J. McDERMOTT

(NOTARIAL SEAL)

Notary Public, Bronx Co: No: 13 Reg: No:  
New York Co. No. 55 Reg. No. 3059  
Kings County No. 5 Reg. No. 3031  
My Commission Expires March 30, 1923.

STATE OF NEW YORK, }  
 COUNTY OF NEW YORK. } ss.: No. <sup>92448</sup> ..... Series B Form 2.

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

JAMES A. DONEGAN,

(SEAL)

*Clerk.*

STATE OF NEW YORK }  
 COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED, and I, James J. McDermott, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 3rd day of February, 1922, personally appeared before me within the said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Frazier L. Ford, to me personally known and known to me to be the individual and the identical person who is described in and who subscribed his name to and who executed the within and foregoing instrument in writing in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Frazier L. Ford duly acknowledged to me in the presence of said witnesses that he signed, sealed, executed and delivered the said instrument freely and voluntarily and as his free and voluntary act and deed for the consideration, objects, uses and purposes therein stated and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public in said County of New York, State of New York, this the day and year in this my certificate first above written.  
 ten.

My commission as such Notary Public expires March 30, 1923.

JAMES J. McDERMOTT,

(NOTARIAL SEAL)

Notary Public, Bronx Co: No: 13 Reg: No:  
 New York Co. No. 55 Reg. No. 3059  
 Kings County No. 5 Reg. No. 3031  
 My Commission Expires March 30, 1923.

STATE OF NEW YORK, }  
 COUNTY OF NEW YORK. } ss.: No. **92453** Series B Form 2

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

(SEAL)

JAMES A. DONEGAN,  
*Clerk.*

STATE OF NEW YORK }  
 COUNTY OF NEW YORK } ss.:

I, James J. McDermott, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to administer oaths and affirmations in said County, do hereby certify that on this 3rd day of February, 1922, Hale Holden and Charles I. Sturgis, President and Secretary respectively, of Chicago, Burlington & Quincy Railroad Company, the mortgagor in the foregoing mortgage, to me personally known and known to me to be such President and Secretary, personally appeared before me within said County, and being severally duly sworn, each for himself and not one for the other, on oath deposes and says: that they, the said Hale Holden and Charles I. Sturgis are, respectively, President and Secretary of Chicago, Burlington & Quincy Railroad Company, the mortgagor in the foregoing mortgage, and that this affidavit is made by them as agents of and in behalf of the said Chicago, Burlington & Quincy Railroad Company; that the foregoing mortgage is made in good faith to secure according to the terms of the said mortgage, the First and Refunding Mortgage bonds of the mortgage, to the aggregate principal amount as therein set forth and interest thereon at the rate therein prescribed, and is made without any design to hinder, delay or defraud creditors.

HALE HOLDEN

CHARLES I. STURGIS

Subscribed and sworn to before me this 3rd day of February, 1922.

JAMES J. McDERMOTT,

(NOTARIAL SEAL)

Notary Public, Bronx Co: No: 13 Reg: No:  
 New York Co. No. 55 Reg. No. 3059  
 Kings County No. 5 Reg. No. 3031  
 My Commission Expires March 30, 1923.

STATE OF NEW YORK, }  
 COUNTY OF NEW YORK. } ss.: No. 92452 ..... Series B Form 2

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

(SEAL)

JAMES A. DONEGAN,  
 Clerk.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1923.

JAMES J. McDERMOTT,

(NOTARIAL SEAL)

Notary Public, Bronx Co: No: 13 Reg: No:  
New York Co. No. 55 Reg. No. 3059  
Kings County No. 5 Reg. No. 3031  
My Commission Expires March 30, 1923.

STATE OF NEW YORK, }  
 COUNTY OF NEW YORK. } ss.: No. <sup>32451</sup> Series B Form 2

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

JAMES A. DONEGAN,

(SEAL)

*Clerk.*

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

I, James J. McDermott, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to administer oaths and affirmations in said County, do hereby certify that on this 3rd day of February, 1922, Francis D. Bartow and Samuel A. Welldon, Vice President and Cashier, respectively, of The First National Bank of the City of New York, one of the mortgagees and trustees under the foregoing mortgage, to me personally known and known to me to be such Vice President and Cashier, and Frazier L. Ford, the other of said mortgagees and trustees under the foregoing mortgage, to me personally known and known to me to be the identical person who is described as one of the said mortgagees and trustees, personally appeared before me and being severally duly sworn, each for himself and not one for the other, on oath deposes and says: that they, the said Francis D. Bartow and Samuel A. Welldon are respectively Vice President and Cashier of The First National Bank of New York, one of the mortgagees and trustees under the foregoing mortgage, and that this affidavit is made by them as agents of and in behalf of said The First National Bank of the City of New York; that he, the said Frazier L. Ford, is the other of the said mortgagees and trustees under the foregoing mortgage; that the foregoing mortgage is made in good faith to secure, according to the terms of the said mortgage, the First and Refunding Mortgage Bonds of the mortgagor to the aggregate principal amount as therein stated and interest thereon at the

rate therein prescribed, and is made without any design to hinder, delay or defraud creditors.

FRANCIS D. BARTOW  
SAMUEL A. WELLDON  
FRAZIER L. FORD

Subscribed and sworn to before me this 3rd day of February, 1922.

JAMES J. McDERMOTT,

(NOTARIAL SEAL)

Notary Public, Bronx Co: No: 13 Reg: No:  
New York Co. No. 55 Reg. No. 3059  
Kings County No. 5 Reg. No. 3031  
My Commission Expires March 30, 1923.

STATE OF NEW YORK, } ss.: No. 92456 Series B Form 2  
 COUNTY OF NEW YORK. }

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

(SEAL)

JAMES A. DONEGAN,  
 Clerk.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1923.

JAMES J. McDERMOTT,

(NOTARIAL SEAL)

Notary Public, Bronx Co: No: 13 Reg: No:  
New York Co. No. 55 Reg. No. 3059  
Kings County No. 5 Reg. No. 3031  
My Commission Expires March 30, 1923.

STATE OF NEW YORK, }  
 COUNTY OF NEW YORK. } ss.: No. <sup>92455</sup> Series B Form 2

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, That said Court is a Court of Record, having by a law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

(SEAL)

JAMES A. DONEGAN,  
 Clerk.