

interests therein, or other property, free from the lien hereof, except as herein otherwise expressly covenanted.

TO HAVE AND TO HOLD, the premises, railways, properties, real and personal, rights, franchises, estates and appurtenances hereby conveyed or assigned, or intended to be conveyed or assigned, unto the Trustees, their successor or successors and assigns forever;

SUBJECT, HOWEVER, as to the properties severally embraced therein, to the several mortgages and trust agreements hereinbefore mentioned and described, in so far, but only in so far as the same may by their terms severally attach to any part or parts of said lines of railway and property; and to all other existing liens or charges of record upon and against the railways, properties and franchises hereby conveyed or mortgaged, or so intended to be, in so far, but only in so far as the same may by the terms of the instruments securing them respectively attach to any part or parts of said railways, properties and franchises; and as to any property hereafter acquired by the Railroad Company and becoming subject to the lien of this indenture, to any liens thereon existing at the time of such acquisition by the Railroad Company;

IN TRUST, NEVERTHELESS, for the common and equal use, benefit and security of all and singular the person or persons, firm or firms, bodies politic or corporate, who shall from time to time be holders of any of the gold bonds or coupons, and without preference of any of said bonds over any of the others by reason of priority in the time of issue or negotiation thereof, or otherwise howsoever; subject to the terms, provisions and stipulations in the gold bonds contained, and for the uses and purposes and upon and subject to the terms, conditions, provisions and agreements hereinafter expressed and declared.

ARTICLE ONE.

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

SECTION 1. From time to time the gold bonds shall be executed on behalf of the Railroad Company and delivered to the Trust Company for authentication by it, and thereupon as provided in Article Two hereof, and not otherwise, the Trust Company shall authenticate and deliver the same. At the option of the Railroad Company from time to time any of such bonds may be executed, authenticated and delivered originally either as coupon bonds or as registered bonds. The aggregate amount of all of the bonds which may be issued and outstanding under this indenture at any one time, shall not in any event exceed the sum of \$115,000,000 face amount of the principal thereof. All of such bonds shall bear interest at such rate, not exceeding five per centum per annum, as from time to time shall be fixed and determined by the board of directors or executive committee of the Railroad Company and as shall be designated in said bonds when issued, and such interest shall be payable semi-annually on the first day of May and the first day of November in each year.

In case the officers who shall have signed and sealed any of said bonds 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 Trust Company, such bonds may nevertheless be adopted by the Railroad Company and be issued, authenticated and delivered as though the persons who signed and sealed such bonds had not ceased to be officers of the Railroad Company. The coupons to be attached to such bonds shall be authenticated by the engraved signature of the present treasurer or assistant treasurer or of any future treasurer or assistant treasurer of the Railroad Company, and the Railroad Company may

adopt and use for such purpose the engraved signature of any person who shall have been such treasurer or assistant treasurer notwithstanding the fact that he may have ceased to be such treasurer or assistant treasurer at the time when such bonds shall be actually authenticated and delivered. Only such bonds as shall bear thereon endorsed an authentication substantially in the form hereinbefore recited, executed by the Trust Company, shall be secured by this indenture or entitled to any lien, right or benefit hereunder; and such authentication by the Trust Company 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. Before authenticating or delivering any coupon bond, all coupons thereon then matured shall be cut off and canceled and, on its demand, delivered to the Railroad Company, and the Trust Company shall not authenticate or deliver any registered bond bearing interest from a date more than six months prior to such authentication. On request of the Railroad Company, but within the limitations hereinafter prescribed, gold bonds shall be authenticated and delivered hereunder in advance of the registration or recording of this indenture, but the Railroad Company with all convenient speed shall cause this indenture to be recorded.

SEC. 2. The Railroad Company will keep at an office or agency to be maintained by it in the Borough of Manhattan in the City of New York, or at some bank or trust company in said Borough a sufficient register or registers of the gold bonds which shall at all reasonable times be open for inspection by the Trust Company; and, upon presentation for such purpose, the Railroad Company will, under such reasonable regulations as it may prescribe, register therein any gold bonds. The holder of any gold bond may have the ownership thereof registered on said books, such registry being noted on the bond, after which no transfer shall be valid unless

made on said books by the registered holder in person or by his attorney duly authorized, and noted on the bond; but the same may be discharged from registry by being in like manner transferred to bearer, after which it shall be transferable by delivery. Such registration shall not affect the negotiability of the coupons belonging to any coupon bond; but every such coupon shall continue to pass by delivery and shall remain payable to bearer.

SEC. 3. The coupon bonds shall be of the denomination of \$1,000 each and shall be numbered consecutively from 1 to 115,000 inclusive. The Railroad Company, however, in its discretion, may from time to time issue coupon bonds of the denomination of \$100 each, which shall be identical in all respects, except as to the stated face amount thereof and of the coupons thereto attached, with the form of coupon bond hereinbefore set out. In the event of the issue of any coupon bonds of the denomination of \$100 each, the same serial number shall be borne by ten of such bonds, the serial number to be immediately followed in the case of one of such bonds by the letter A, and in the case of the others of such bonds, by the letter B and consecutively onwards. Every coupon bond for \$100 shall bear thereon an endorsement substantially to the following effect:

"This bond, together with nine other bonds of the same denomination bearing the same serial number, but lettered 'A' to 'J' consecutively, has been issued in lieu of or in exchange for a coupon bond for \$1,000 bearing the same serial number, and, upon its surrender, together with nine other bonds of the same face amount and bearing the same rate of interest, there will be delivered therefor a coupon bond for \$1,000, bearing the same rate of interest and having a serial number borne by a bond for \$100 previously issued." Whenever any coupon bonds shall be issued originally for \$100, there shall be reserved by the Railroad Company, unissued, an aggregate face amount of coupon bonds of the denomination of \$1,000 equal