

Trust Certificate to the principal amount equal to the difference between the aggregate principal amount of such Trust Certificates previously issued and delivered to the Vendor and the sum of Six Hundred and Fifty Thousand Dollars (\$650,000.).

Section 3. The Trustee will also from time to time, upon payment to it by the Vendor of cash at any time issue and deliver to or upon the written order of the Vendor Trust Certificates for the full amount of such payment, and delivery of Trust Equipment from time to time to the Trustee, the Trustee will repay to the Vendor, or upon its order, the sums thus deposited with it at the rate of \$1,000. per car delivered, as to such Certificates so issued against deposits of cash, the Lessee will pay to the Trustee all moneys which it would be required by the aforementioned Lease to pay to the Trustee (at the same times and in the same amounts and manner), if such Trust Certificates were issued against a proportionate number of actually delivered to the Trustee and leased by it to the Lessee, and such moneys so paid shall be treated and used in all respects as though they were rents received under said Lease. as in Section 3 of this Article I Provided (hereinafter called the "Deposited Cash"), and all installments of rental payable as provided in said Lease, shall, until paid out by the Trustee as herein provided, be held for the benefit of the holders of the Trust Certificates

Section 5, The Trustee shall not issue and deliver any Trust certificates or pay out any Deposited Cash against the delivery of any of the Trust Equipment unless and until it shall have received,

(A) a certificate of the agent or agents designated by the Trustee to receive delivery of the Trust Equipment (who may be an officer or an employee of the Lessee), stating that the Trust Equipment, or some part thereof, specified by number in such certificate, has been delivered to such agent or agents and marked in accordance with the provisions of Article Fourth of said Lease;

(B) a bill or bills of sale of Trust Equipment from the Vendor to the Trustee;

(C) an opinion of counsel satisfactory to the Trustee (who may be counsel to the Lessee) that such bill of sale are valid and effective to vest in the Trustee, free from all liens and encumbrances, the title to such Trustee Equipment,

Section 6, Any thing in this Agreement contained to the contrary notwithstanding, the aggregate principal amount of the Trust Certificates which shall be issued and delivered by the Trustee under this Agreement shall not exceed the sum of Six Hundred and Fifty Thousand Dollars (\$650,000.) at any one time outstanding.

#### ARTICLE 11;

Section 1- Each of the Trust Certificates shall represent an interest to the amount of One Thousand Dollars (\$1,000) in the trust of the Trust Equipment hereby created, and the holder or registered owner thereof shall be entitled to receive dividends on said amounts at the rate of seven per centum (7%) per annum, from December 1, 1923, payable semi-annually on the first day of June and of December in each year, The Trust Certificate shall become due and payable as follows;

DATE OF MATURITY;	Principal Amount;
June 1, 1924	\$75,000
December 1, 1924	\$75,000
June 1, 1925	\$50,000
December 1, 1925	\$50,000
June 1, 1926	50,000
December 1, 1926	50,000
June 1, 1927	50,000
December 1, 1927	50,000
June 1, 1928	50,000