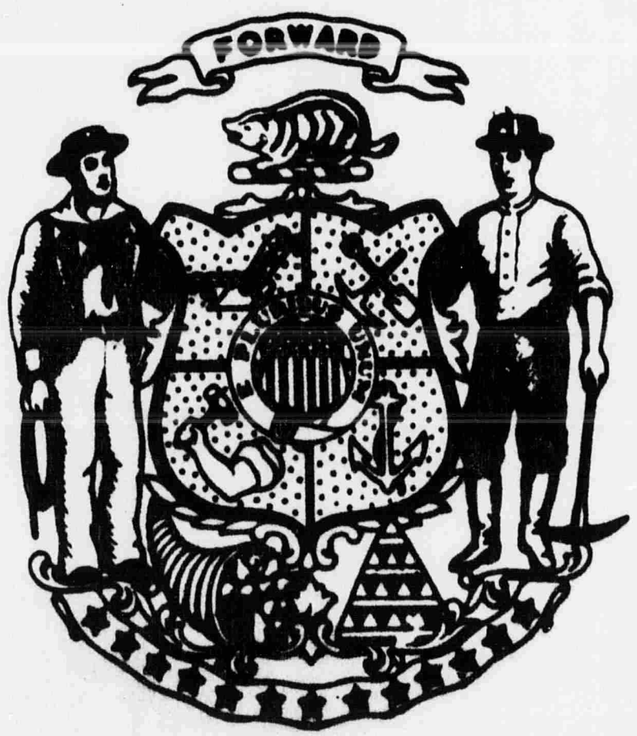
REEL NO. 27

STATE OF WISCONSIN



SECRETARY OF STATE

RAILROAD MORTGAGES

VOL. 27

414.53

Indexed ✓

Executed in 25 counterparts of
which this is No. 24.

WISCONSIN MICHIGAN POWER COMPANY

and

BANKERS TRUST COMPANY,
Trustee

SUPPLEMENTAL INDENTURE

Dated June 15, 1927

Supplemental to Mortgage and Deed of Trust,
Dated June 15, 1927
of Wisconsin Michigan Power Company

SUPPLEMENTAL INDENTURE, dated the fifteenth day of June, in the year One Thousand nine hundred and twenty-seven (1927) made by and between WISCONSIN MICHIGAN POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation organized and existing under the laws of the State of New York (hereinafter called the "Trustee"), as Trustee under the Mortgage or Deed of Trust, dated June 15, 1927, hereinafter mentioned, party of the second part:

WHEREAS, the Company has executed and delivered its Mortgage and Deed of Trust (hereinafter referred to as the "Original Indenture"), dated June 15, 1927, to the Trustee, to secure an issue of Mortgage Gold Bonds of the Company, and the Original Indenture provides that the denominations, rate of interest, date of maturity, redemption provisions and covenants of the Company in regard to payment of taxes and other provisions and agreements in respect of the First and Refunding Mortgage Gold Bonds, 5% Series due 1957 (herein called Bonds of 1957 Series) issued thereunder, are to be expressed in a Supplemental Indenture, dated June 15, 1927, to be made by the Company and the Trustee under the Original Indenture; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture, and pursuant to appropriate resolutions of the Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

THAT Wisconsin Michigan Power Company, in consideration of the premises and of One dollar to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hereby covenants and agrees to and with the Trustee and its successors in the trust under the Original Indenture, for the benefit of those who shall hold the Bonds and coupons, or any of them, to be issued hereunder or thereunder as hereinafter provided, as follows:

ARTICLE I.

Description of Bonds of 1957 Series.

SECTION 1. The initial issue of Bonds to be issued under the Original Indenture shall be Bonds of 1957 Series. All Bonds of 1957 Series shall, subject to the provisions of Section 1 of Article II of the Original Indenture, be designated as "First and Refunding Mortgage Gold Bonds, 5% Series due 1957", of the Company. Except as otherwise expressly provided in this Supplemental Indenture, the Bonds of 1957 Series shall be executed, authenticated and delivered and shall in all respects be subject to all of the terms, conditions and covenants of the Original Indenture.

The Bonds of 1957 Series shall be dated June 15, 1927, shall mature June 15, 1957, and shall bear interest at the rate of five per cent. (5%) per annum, payable semi-annually on the fifteenth day of June and the fifteenth day of December in each year.

SECTION 2. The Bonds of 1957 Series of the initial issue shall be coupon Bonds registerable as to principal, and shall be of the denomination of One thousand dollars. The Company may hereafter, if it shall desire to do so, provide for the issue of Bonds of 1957 Series as registered Bonds without coupons of the denominations of One thousand dollars or any multiple thereof and/ or for the issue of coupon Bonds of 1957 Series of the denominations of One hundred dollars and/ or Five hundred dollars.

SECTION 3. The coupon Bonds of 1957 Series and the coupons to be attached thereto shall be substantially in the following forms, respectively:

Form of Bond

UNITED STATES OF AMERICA

State of Wisconsin

WISCONSIN MICHIGAN POWER COMPANY

FIRST AND REFUNDING MORTGAGE GOLD BOND, 5% SERIES DUE 1957

No..... $.....

WISCONSIN MICHIGAN POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to the bearer or, if this Bond be registered, tothe registered owner hereof, on the fifteenth day of June, 1957, at the agency of the Company in the Borough of Manhattan, City of New York, the sum of dollars, in gold coin of the United States of America of or equal to the standard of weight and fineness as it existed on the fifteenth day of June, 1927, and to pay interest hereon from the fifteenth day of June, 1927, at the rate of five per cent. (5%) per annum, in like gold coin, payable semi-annually at said agency on the fifteenth day of June and the fifteenth day of December in each year until maturity or, if this Bond shall be duly called for previous redemption, until the redemption date or, if the Company shall default in the payment of the principal thereof, until the Company's obligation to pay such principal shall be discharged as provided in the Indenture hereinafter mentioned, but only, in case of interest due on or before maturity, according to the tenor and upon presentation and surrender of the respective coupons therefor hereto attached as they severally mature. The interest on this Bond is payable without deduction for any Federal income tax with respect to income derived from such interest, which the Company or the Trustee or any paying agent may be required or permitted to pay thereon or to deduct or retain therefrom, under any present or future law or requirement of the United States of America, up to but not in excess of two

per cent. (2%) per annum of such interest.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), of the series hereinafter specified, all issued and to be issued under and all equally and ratably secured by a mortgage and deed of trust (herein called the "Indenture"), dated June 15, 1927, executed by the Company to Bankers Trust Company, as Trustee, to which indenture and all indentures supplemental thereto, reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of the security, the rights of the holders or registered owners of the Bonds and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by the Indenture, modifications or alterations of the Indenture or of any indenture supplemental thereto and of the rights and obligations of the Company and of the holders or registered owners of the bonds and coupons, may be made with the consent of the Company by an affirmative vote of the holders or registered owners of not less than seventy-five per cent, in amount of the Bonds at the time outstanding at a meeting of Bondholders called and held as provided in the Indenture; provided, however, that no such modification or alteration shall be made which will (a) affect the terms of payment of the principal of, or interest on, this Bond, which are unconditional, or (b) permit the creation by the Company of any mortgage lien ranking prior to or on a parity with the lien of the Indenture with respect to any property covered thereby. The Bonds may be issued for various principal sums, and may be issued in series, which may mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided. This Bond is one of a series designated as the First and Refunding Mortgage Gold Bonds, 5% Series due 1957, of the Company, issued under and secured by the Indenture and described in an indenture (herein called the "Supplemental Indenture of June 15, 1927"), dated June 15, 1927, made between the Company and Bankers Trust Company, as Trustee, Supplemental to the Indenture.

The Bonds of 5% Series due 1957 are subject to redemption prior to maturity, at the option of the Company, either as a whole or in part from time to time by lot, on the first day of any calendar month, at One hundred five percent. (105%) of the principal amount thereof if redeemed prior to December 1, 1928, with the redemption price reduced one-quarter of one percent. (¼ of 1%) of the principal amount on December 1, 1928 and again at the expiration of each successive eighteen months' period after November 30, 1928, together in each case with interest accrued to the date fixed for redemption, upon notice given by publication twice in each of four successive calendar weeks in a daily newspaper published, in the English language, and of general circulation in the Borough of Manhattan, City of New York (the first publication to be not less than thirty days before the redemption date), all subject to the conditions and as more fully set forth in the Indenture and in the Supplemental Indenture of June 15, 1927.

The principal of all the Bonds at any time outstanding under the Indenture may be declared or may become due and payable in case of default or otherwise, upon the conditions and in the manner and with the effect provided in the Indenture.

This Bond is transferable by delivery except while registered as to principal. This Bond may, from time to time, be registered as to principal in the name of the owner on books of the Company to be kept for that purpose at the agency of the Company

in the Borough of Manhattan, City of New York, and such registration shall be noted hereon, after which no valid transfer hereof can be made, except on said books, by the registered owner in person or by duly authorized attorney and similarly noted hereon, but this Bond may be discharged from registration by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this Bond may again, from time to time, be registered or discharged from registration in the same manner. Such registration, however, shall not affect the negotiability of the coupons hereto appertaining, which shall always be payable to bearer and transferable by delivery, and payment to the bearer thereof shall fully discharge the Company in respect of the interest therein mentioned, whether or not this Bond be registered.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers being released by every holder or registered owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

Neither this Bond, nor any of the coupons for interest thereon, shall be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until Bankers Trust Company, the Trustee under the Indenture, or a successor trustee thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, Wisconsin Michigan Power Company has caused this Bond to be signed in its name by its President or a VicePresident, and its corporate seal to be hereto affixed and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto, as of the fifteenth day of June, 1927.

WISCONSIN MICHIGAN POWER COMPANY,
By
Vice-President.

Attest:
Assistant Secretary.

[FORM OF COUPON]

No..... $.....

On the fifteenth day of , 19 , unless the Bond herein mentioned shall have been called for previous redemption and payment thereof duly provided for, Wisconsin Michigan Power Company will pay to bearer, on surrender of this coupon at its agency in the Borough of Manhattan, City of New York,

dollars in gold coin, without deduction for any Federal income tax up to but not in excess of two per cent. per annum of such interest, as specified in its First and Refunding Mortgage Gold Bond, 5% Series due 1957, No. , being six months' interest then due on said Bond.

Treasurer.

ARTICLE II.

INITIAL ISSUE OF BONDS OF 1957 SERIES

SECTION 1. Bonds of said 1957 Series, for the aggregate principal amount of Five million dollars ($5,000,000) shall forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (without awaiting the filing or recording of the Original Indenture or this Supplemental Indenture) in accordance with the order or orders of the Company, evidenced by a writing or writings signed by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers.

ARTICLE III.

REDEMPTION OF BONDS OF 1957 SERIES.

The Bonds of 1957 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable at the option of the Company prior to maturity, as a whole or in part from time to time by lot, on the first day of any calendar month upon notice published as in said Article V provided at least twice in each of four successive calendar weeks, the first publication to be not less than thirty days and not more than sixty days prior the date fixed for redemption:

At One hundred five per cent. (105%) of the principal amount thereof if redeemed prior to December 1, 1928;

At One hundred four and three-quarters per cent. (104¾%) of the principal amount thereof if redeemed on or after December 1, 1928 and prior to June 1, 1930;

At One hundred four and one-half per cent. (104½%) of the principal amount thereof if redeemed on or after June 1, 1930 and prior to December 1, 1931;

At One hundred four and one-quarter per cent. (104¼%) of the principal amount thereof if redeemed on or after December 1, 1931 and prior to June 1, 1933;

At One hundred four per cent. (104%) of the principal amount thereof if redeemed on or after June 1, 1933 and prior to December 1, 1934:

At One hundred three and three-quarters per cent. (103¾%) of the principal amount thereof if redeemed on or after December 1, 1934 and prior to June 1, 1936;

At One hundred three and one-half per cent. (103½%) of the principal amount thereof if redeemed on or after June 1, 1936 and prior to December 1, 1937;

At One hundred three and one-quarter per cent. (103¼%) of the principal amount thereof if redeemed on or after December 1, 1937 and prior to June 1, 1939;

At One hundred three per cent. (103%) of the principal amount thereof if redeemed on or after June 1, 1939 and prior to December 1, 1940;

At One hundred two and three-quarters per cent. (102¾%) of the principal amount thereof if redeemed on or after December 1, 1940 and prior to June 1, 1942;

At One hundred two and one-half per cent. (102½%) of the principal amount thereof if redeemed on or after June 1, 1942 and prior to December 1, 1943;

At One hundred two and one-quarter per cent. (102¼%) of the principal amount thereof if redeemed on or after December 1, 1943 and prior to June 1, 1945;

At One hundred two per cent. (102%) of the principal amount thereof if redeemed on or after June 1, 1945 and prior to December 1, 1946;

At One hundred one and three-quarters per cent. (101¾%) of the principal amount thereof if redeemed on or after December 1, 1946 and prior to June 1, 1948;

At One hundred one and one-half per cent. (101½%) of the principal amount thereof if redeemed on or after June 1, 1948 and prior to December 1, 1949;

At One hundred one and one-quarter per cent. (101¼%) of the principal amount thereof if redeemed on or after December 1, 1949 and prior to June 1, 1951;

At One hundred one per cent. (101%) of the principal amount thereof if redeemed on or after June 1, 1951 and prior to December 1, 1952;

At One hundred and three-quarters per cent. (100¾%) of the principal amount thereof if redeemed on or after December 1, 1952 and prior to June 1, 1954;

At One hundred and one-half per cent. (100½%) of the principal amount thereof if redeemed on or after June 1, 1954 and prior to December 1, 1955; and

At One hundred and one-quarter per cent. (100¼%) of the principal amount thereof if redeemed on or after December 1, 1955 and prior to maturity;

together, in each case, with interest accrued to the date fixed for redemption.

ARTICLE IV.

TAXES

The interest on the Bonds of 1957 Series shall be payable without deduction for any Federal income tax with respect to income derived from such interest, which the Company or the Trustee or any paying agent may be required or permitted to pay thereon or to deduct or retain therefrom under any present or future law or requirements of the United States of America, up to but not in excess of two per cent. (2%) per annum of such interest.

ARTICLE V.

THE TRUSTEE.

The Trustee hereby accepts the trusts hereby declared and provided and agrees to perform the same upon the terms and conditions in the Original Indenture set forth and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Nor shall the Trustee be answerable or accountable for anything whatsoever in connection with this Supplemental Indenture except for its own wilful misconduct or gross negligence. In general, each and every term and condition contained in Article XII of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE VI.

MISCELLANEOUS PROVISIONS.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, said WISCONSIN MICHIGAN POWER COMPANY and said BANKERS TRUST COMPANY have caused these presents to be signed in their respective corporate names by their respective Presidents or Vice-Presidents, and impressed with their respective corporate seals and attested by their respective Secretaries or Assistant Secretaries, all as of the day and year first above written.

(CORPORATE SEAL) WISCONSIN MICHIGAN POWER COMPANY

By J. F. Fogarty
Vice-President.

Attest:
F. H. Piske
Assistant Secretary.

Signed, sealed and delivered by Wisconsin Michigan Power Company, in the presence of
Reed Hartel
W. C. Heise

BANKERS TRUST COMPANY,
By
R. G. Page
Vice-President.

Attest:
C. W. Campbell
Assistant Secretary

Signed, sealed and delivered by Bankers Trust Company, in the presence of
W. C. Meyers
E. H. Griffith

(BANKERS TRUST COMPANY SEAL)

STATE OF NEW YORK)
(SS.
COUNTY OF NEW YORK)

Personally came before me this 25th day of June, 1927, the above named J. F. FOGARTY, to me known to be a Vice-President of the above named WISCONSIN MICHIGAN POWER COMPANY, and to me known to be the person who executed the above and foregoing instrument and acknowledged the same.

(NOTARIAL SEAL)

Gertrude A. Ryan
Notary Public, Richmond Co.
New York Co Clerk's No. 238
New York Co. Register's No. 8244
Term Expires March 30, 1928

STATE OF NEW YORK)
(SS.
COUNTY OF NEW YORK)

Personally came before me this 25th day of June, 1927, the above named R. G. Page, to me known to be a Vice-President of the above named BANKERS TRUST COMPANY, and to me known to be the person who executed the above and foregoing instrument and acknowledged the same.

(NOTARIAL SEAL)

E. W. Emmens,
Notary Public, Kings County No. 131,
Reg. No. 9034, Certificate filed in
New York Co. No. 41, Reg. No. 9062
Commission Expires March 30th, 1929.

STATE OF NEW YORK)
(SS.
COUNTY OF NEW YORK)

On this 25th day of June, 1927, before me appeared J. F. FOGARTY, to me personally known, who, being by me duly sworn, did say: that he is a Vice-President of WISCONSIN MICHIGAN POWER COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and said J. F. Fogarty acknowledged said instrument to be the free act and deed of said Corporation.

(NOTARIAL SEAL)

Gertrude A. Ryan
Notary Public, Richmond Co.
New York Co Clerk's No. 238
New York Co. Register's No. 8244
Term Expires March 30, 1928

STATE OF NEW YORK,)
(SS. Form 2
COUNTY OF NEW YORK,) No.47064.....Series B

I, WILLIAM T. COLLINS, 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.....Gertrude A. Ryan.....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 Richmond 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 geniune.
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 25 day of June 1927.

William T. Collins.....
Clerk

STATE OF NEW YORK)
(SS.
COUNTY OF NEW YORK)

On this 25th day of June, 1927, before me appeared R. G. PAGE, to me personally known, who, being by me duly sworn, did say: that he is a Vice-President of BANKERS TRUST COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and said R. G. PAGE acknowledged said instrument to be the free act and deed of said Corporation.

(NOTARIAL SEAL)

E. W. Emmens
Notary Public, Kings County No. 131,
Reg. No. 9034, Certificated Filed in
New York Co. No. 41, Reg. No. 9062
Commission Expires March 30th, 1929.

STATE OF NEW YORK,)
(SS. Form 2
COUNTY OF NEW YORK,) No.47145.....Series B

I, WILLIAM T. COLLINS, 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.....E. W. Emmens.....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 King 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 25 day of June 1927.

William T. Collins
Clerk.

State of Wisconsin } ss.
DEPARTMENT OF STATE.
Received this 1st day of July A. D. 1927 at 4 o'clock P. M. and recorded in Vol. 27 of R. R. Mortgages, etc on page 1-8 Indexed.
Robert D. Siebecker
Assistant Secretary of State.

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SUPPLEMENTAL INDENTURE

between

WISCONSIN MICHIGAN POWER COMPANY

and

FIRST WISCONSIN TRUST COMPANY

Dated July 6, 1927.

INDENTURE, dated the 6th day of July, 1927, made between WISCONSIN MICHIGAN POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and FIRST WISCONSIN TRUST COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Trustee"), as Trustee under the Indenture of Mortgage hereinafter mentioned, party of the second part.

WHEREAS, Wisconsin Traction, Light, Heat & Power Company, a corporation organized under the laws of the State of Wisconsin (hereinafter called the "Predecessor Company"), heretofore executed and delivered its Indenture of Mortgage or Deed of Trust (hereinafter called the "Original Indenture") to Milwaukee Trust Company, as Trustee, dated the 1st day of July, 1901, to secure Five Per Cent. Thirty Year First Mortgage Gold Bonds to be issued thereunder from time to time in the aggregate principal amount of $3,000,000; and

WHEREAS, the Trustee is the successor by consolidation of said Milwaukee Trust Company and is now Trustee under said Original Indenture; and

WHEREAS, heretofore, on the 27th day of June, 1927, the Company merged the Predecessor Company and thereupon all of the estate, property rights, privileges and franchises of the Predecessor Company became vested in the Company and are now held and enjoyed by it as fully and entirely and without change or diminution as the same were before held and enjoyed by the Predecessor Company, but subject to all the liabilities and obligations of the Predecessor Company;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and of the sum of One dollar ($1.00) lawful money of the United States of America, to the Company in hand paid by the Trustee, at or before the ensealing and delivery of these presents, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby assumes the due and punctual payment of the principal of and interest on all of the bonds issued under the Original Indenture, and entitled to the security thereof, and the performance of all the covenants and conditions of the Original Indenture to be kept or performed by said Predecessor Company as mortgagor thereunder, subject, however, to the express condition that neither the Original Indenture nor this Indenture shall become or be a lien upon any of the properties or franchises of the Company except those acquired by it from the Predecessor Company, and additions thereto or extensions thereof, and such repairs and additional property as may be acquired by the Company in pursuance of the covenants contained in the Original Indenture to maintain, repair, renew and replace the property covered by the Original Indenture or in pursuance of any other covenant or agreement of the Original Indenture to be kept or performed by the mortgagor thereunder.

All of the covenants, stipulations and agreements, express or implied, in this Indenture contained, are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the bonds and coupons at any time issued under or secured by the Original Indenture.

The Trustee undertakes no obligation or liability whatsoever, for or in respect of the validity or sufficiency of this Indenture or the due execution thereof or for the filing or recording for record hereof, or for or in respect of the recitals herein contained. Nor shall the Trustee be answerable or accountable for anything whatsoever in connection with this Indenture except for its own wilful misconduct or gross negligence.

IN WITNESS WHEREOF, said WISCONSIN MICHIGAN POWER COMPANY and said FIRST WISCONSIN TRUST COMPANY have caused these presents to be signed in their respective corporate names by their respective Presidents or Vice-Presidents thereunto duly authorized, and impressed with their respective corporate seals attested by their respective Secretaries/ or Assistant Secretaries, all as of the day and year first above written.

WISCONSIN MICHIGAN POWER COMPANY

(CORPORATE SEAL)

By S. B. Way
President.

Attest:
F. J. Boehm
Secretary

Signed, sealed and delivered by Wisconsin Michigan Power Company in the presence of:

A. J. Bohl
A. E. Leuthold

FIRST WISCONSIN TRUST COMPANY

By George B. Luhman
Vice-President.

Attest:

W. I. Barth
Secretary

Signed, sealed and delivered by First Wisconsin Trust Company in the presence of:

(CORPORATE SEAL)

Loraine Bartell
C. T. Butscher

STATE OF WISCONSIN)
) SS:
MILWAUKEE COUNTY)

Personally came before me this 6th day of July 1927, the above named S. B. Way and F. J. Boehm to me known to be respectively President and Secretary of the above named WISCONSIN MICHIGAN POWER COMPANY, and to me known to be the persons who executed the above and foregoing instrument and acknowledged the same.

G. J. Simpelaar
Notary Public
My Commission expires
Jan. 26, 1930

(NOTARIAL SEAL)

STATE OF WISCONSIN)
) SS:
MILWAUKEE COUNTY)

Personally came before me this 7th day of July 1927, the above named George B. Luhman and W. I. Barth to me known to be respectively a Vice-President and an Secretary of the above named FIRST WISCONSIN TRUST COMPANY, and to me known to be the persons who executed the above and foregoing instrument and acknowledged the same.

(NOTARIAL SEAL)

State of Wisconsin
DEPARTMENT OF STATE.
Received this 11 day of July A.D. 1927 at 9 o'clock P. M. and recorded in Vol. 27 of R.R. Mortgages on page 94-10
Robert L. Siebecker
Assistant Secretary of State.

C. T. Butscher
Notary Public, Milwaukee Co., Wisconsi
My Commission expires July 8, 1928.

Indexed ✓

UNITED STATES TRUST COMPANY
OF NEW YORK
TRUSTEE
to
CHICAGO AND NORTH WESTERN
RAILWAY COMPANY

L E A S E

Chicago and North Western Railway Company
Equipment Trust of 1925

LEASE AND AGREEMENT, made and entered into this first day of May, 1927, by and between UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee, hereinafter called "the Trustee," party of the first part, and the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, hereinafter called "the Railway Company," party of the second part.

WHEREAS, by a certain agreement dated January 20, 1925, executed by John D. Caldwell, Lewis A. Robinson, Arthur B. Jones and Walter E. Dunham, Vendors, United States Trust Company of New York, Trustee, and said Railway Company, there was established the "Chicago and North Western Railway Company Equipment Trust of 1925," under which it was provided that railway equipment should be from time to time, as requested by the President of the Railway Company, acquired by the Vendors, and transferred or caused to be transferred to the Trustee, and leased by the Trustee to the Railway Company upon the Terms and subject to the conditions therein set forth, and upon such lease being made of such equipment to the Railway Company, the Trustee should issue to the Vendors certificates in amount not to exceed seventy-five per cent (75%) of the cost of the said equipment, and that the aggregate of all said certificates should not at any one time exceed ten million dollars ($10,000,000), which said certificates should be substantially in the form therein set forth, and should bear interest and be payable as therein provided; and

WHEREAS, the Vendors have, pursuant to the provisions of said last mentioned agreement, transferred or caused to be transferred to the Trustee the equipment hereinafter described, the title to which is now vested in it thereunder;

Now, THEREFORE, in consideration of one dollar to the Trustee in hand paid by the Railway Company, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and promises herein contained, and in pursuance of said trust agreement, the parties hereto agree as follows:

FIRST.

The Trustee hereby leases to the Railway Company for the term of fifteen years from May 1, 1927, to wit, until the first day of May, 1942, the said railway equipment, described as follows:

SCHEDULE OF EQUIPMENT.

Number of Vehicles	Description	Marked	Numbered
250	50-Ton, Hart Convertible Ballast Cars	C.&N.W.RY.Co.	97001 to 97499, inclusive, (odd numbers only)
150	75-Ton, Steel Ore Cars	"	121601 to 121899, inclusive, (odd Numbers only)
250	70-Ton, Steel Ore Cars	"	121901 to 122399, Inclusive, (odd numbers only)
500	40-Ton, Single Deck, Steel Under and Upper Frame Stock cars	"	22001 to 22999, inclusive, (odd numbers only)

Number of Vehicles	Description	Marked	Numbered
100	50-Ton, Steel Underframe Flat Cars	C.&N.W.Ry.Co.	42501 to 42699, inclusive, (odd numbers only)
2	70' Steel Baggage-Dormitory Cars	"	9300 and 9301

all of which equipment has been transferred by said Vendors to the Trustee, and is represented by equipment trust certificates, Series R, pursuant to said trust agreement.

There is attached to each of the above-mentioned cars and locomotives, on each side thereof, the plate or mark called for by said trust agreement, establishing said "Chicago and North Western Railway Company Equipment Trust of 1925" showing the title thereto to be in the Trustee as Owner and Lessor thereof.

Second.

The Railway Company, subject to the terms and conditions hereof by it to be observed, shall have full possession and use of said equipment during the term hereby granted, and it agrees to maintain said equipment in proper repair during the term of this lease, and to replace any of it which may be destroyed from any cause whatever, during the term, by other equipment of equal value and similar character.

THIRD.

The Railway Company agrees that it will cause to be fixed and retained upon each of the cars and other structures constituting said equipment, during the continuance of this lease, a plate, mark or insignia of ownership, having the words, "United States Trust Company of New York, Trustee, Owner and Lessor, C. & N. W. Ry. Co. Equipment Trust of 1925, Series R."

FOURTH.

The Railway Company covenants that it will indemnify and protect the Trustee in the use of any and all patented inventions employed in and about the said equipment; that it will comply with all lawful requirements as to the use of air brakes and other appliances with respect to the leased equipment, and will furnish to said Trustee in every year during the continuance of this lease, an accurate statement of the equipment covered hereby in actual service, the number and description of such as may have been destroyed and substituted and then undergoing repair, and that it will allow the Trustee, by its duly authorized agent, to inspect said equipment at any time during the term hereby granted.

FIFTH.

It further covenants and agrees to pay to the Trustee for the use of said equipment during the said term, and for the rights herein granted to it, an annual rental which shall be sufficientto pay and discharge the following items:

(a) All the necessary expenses of the trust connected with said series of said equipment trust certificates.

(b) All taxes, licenses and dues, federal, state and municipal, which may be levied upon or assessed against the equipment covered by this lease or against the Trustee on account thereof.

(c) Interest on all outstanding and unmatured certificates of the series issued as aforesaid under said trust agreement, in connection with and accompanying the transfer to the Trustee of the equipment covered by this lease, to wit, "Chicago and North Western Railway Company Equipment Trust of 1925, Certificate Series R, dated May 1, 1927," at the rate provided for in said certificates, as such interest payments shall severally fall due.

(d) An annual sum equal to one-fifteenth of the principal of said Series of said certificates, payable on the first day of May in each year during said term, commencing May 1, 1928.

SIXTH.

The Trustee covenants that it will apply the rentals so by it received to the payment of expenses, taxes, interest payments and certificates, as they shall respectively become due.

SEVENTH.

It is understood and agreed that the Trustee shall retain the full legal title to the equipment covered by this lease and to all of it until the Railway Company shall have fully complied with all the provisions of said trust agreement therein contained with respect to the equipment hereby leased, and with all of the agreements herein contained and shall have made all of the payments herein provided for, and that upon the termination of this lease and the performance by the Railway Company of its covenants and obligations hereunder, the Trustee shall convey and transfer to it all of the equipment covered hereby, which shall thereafter be and become the absolute property of said Railway Company, and shall be thereafter owned and enjoyed by it free from any right or interest therein of the Trustee or of the holders of said certificates.

EIGHTH.

In case the Railway Company shall make default in the payment of any part of the said rentals for more than ninety days after the same have become due and payable, or shall fail to perform any agreement herein on its part to be performed for more than ninety days after the Trustee shall have demanded performance thereof, the Trustee may, at its option, and on the request of the holders of a majority in amount of the outstanding certificates of the series issued in connection with this lease, as provided in said equipment trust agreement, and upon being properly indemnified, shall, declare the principal of all said outstanding certificates of said series to be due and payable, whereupon the same shall become and be due and payable immediately, and in the same manner may or shall terminate this lease and shall by its agent take possession of all said equipment and sell the same, or such part thereof as may be necessary to perform and fulfill the trusts under said trust agreement with respect to the said series of said trust certificates, in its discretion, and shall otherwise proceed to exercise and enforce its rights and the rights of the holders of said series of said certificates under said trust agreement and under this lease in the manner therein and herein provided.

Instead of and in addition to the exercise of the powers in case of default hereinbefore specified, the Trustee may invoke any legal or equitable remedy.

NINTH.

This lease is made under and pursuant to said agreement of January 20, 1925, establishing the "Chicago and North Western Railway Company Equipment Trust of 1925," and is to be construed, observed and enforced in connection therewith, and is in all things subject thereto. The Trustee shall be entitled to the immunities and shall be liable only to the extent and in the manner in said agreement set forth.

In order to facilitate the record of this indenture, the same may be simultaneously executed in ten 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.

IN WITNESS WHEREOF, UNITED STATES TRUST COMPANY OF NEW YORK, the party of the first part, has caused its corporate seal to be hereunto affixed and attested by its Secretary,

and these presents to be signed in its name and behalf by its President; and the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, the party hereto of the second part, has caused this indenture 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; all upon the day and year first above written.

UNITED STATES TRUST COMPANY OF NEW YORK,

By Wm. Kingsley
Its President.

(SEAL)

Attest:

W. J. Worcester
Secretary.

Executed in 10 parts
Counterpart No. 2.

In presence of:

Charles S. Yarwood, Jr.
E. Witting.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By Fred W. Sargent
Its President.

Attest:

John D. Caldwell
Secretary

(SEAL)

In presence of:

Barret Conway
H. H. Small

STATE OF NEW YORK,)
City and County of New York (SS.

I, Charles S. Yarwood, Jr., a Notary Public in and for the City and County of New York, in the State of New York, DO HEREBY CERTIFY that on this 6th day of July in the year 1927, before me, the subscriber, personally appeared William M. Kingsley and Wilfred J. Worcester, President and Secretary, respectively, of United States Trust Company of New York, a corporation, and on said same day also appeared before me by its said officers the said United States Trust Company of New York, being known to me to be the corporation whose name is subscribed to the foregoing instrument, and which executed the same as one of the parties of the first part; that William M. Kingsley and Wilfred J. Worcester are personally known to me and are known to me to be the President and Secretary, respectively, of said United States Trust Company of New York, and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said William M. Kingsley and Wilfred J. Worcester then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the President and Secretary, respectively, of said United States Trust Company of New York, and in behalf of said corporation and by order of its Board of Trustees, and that they were President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of said United States Trust Company of New York, and was affixed to said instrument on behalf of said corporation and by order of its Board of Trustees: and I further certify that said William M. Kingsley and Wilfred J. Worcester then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such President and Secretary, respectively, and as the free and voluntary act and deed of said United States Trust Company of New York, and for the uses and purposes in said instrument set forth.

And at the same time said William M. Kingsley and Wilfred J. Worcester, being by

me severally and duly sworn, did severally depose and say that they resided, the said William M. Kingsley in N. Y. City, and the said Wilfred J. Worcester in New York City; that said United States Trust Company of New York, is a corporation; that they are and at the time of the execution of the foregoing instrument were the President and Secretary respectively, of said United States Trust Company of New York, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as President and Secretary, respectively, of said corporation and in its behalf, and by order of its Board of Trustees, and that the seal affixed to said instrument is the seal of said United States Trust Company of New York and was so affixed by them by order of the Board of Trustees of said corporation.

And I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of said United States Trust Company of New York, and that said instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the City and County of New York in the State of New York on said 6th day of July, 1927.

Charles S. Yarwood, Jr.
Notary Public in and for the City and County of New York, in the State of New York.

(NOTARIAL SEAL)

Charles S. Yarwood, Jr., Notary Public Queens Co. Clk's No. 1971, Reg. No. 2824 Cert. Filed N.Y. Co. Clk's No. 9, Reg. No. 9008, Commission Expires March 30, 1929

STATE OF NEW YORK,)
(SS.
County of New York)

I, William T. Collins, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY that Charles S. Yarwood, Jr., whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in Queens County, commissioned and sworn, and duly authorized to take the same. and further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 6th day of July, 1927.

William T. Collins
Clerk.

(NOTARIAL SEAL)

William T. Collins,
Clerk of Supreme Court
& Clerk of the County of New York

STATE OF ILLINOIS,)
(SS.
County of Cook.)

I, P. J. Sesterhenn, Notary Public in and for said County, in said State of Illinois, DO HEREBY CERTIFY that on this 28th day of June, 1927, before me, the subscriber, personally appeared Fred W. Sargent and John D. Caldwell, to me personally known to be the President and Secretary, respectively, of the Chicago and North Western Railway Company, a Corporation, and to be the same persons whose names are subscribed to the foregoing instrument as president and Secretary, respectively, of said corporation; and they then and there severally acknowledged that as such President and Secretary, respectively, they signed, sealed, executed and delivered the foregoing instrument pursuant to authority given by

the Board of Directors of said Chicago and North Western Railway Company, and further acknowledged that the seal attached to said foregoing instrument is the corporate seal of said Chicago and North Western Railway Company and was affixed to said instrument by authority of said Board of Directors, and further acknowledged said instrument to be the free and voluntary act of said Chicago and North Western Railway Company for the uses and purposes therein set forth; and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Chicago and North Western Railway Company.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal as Notary Public aforesaid on this 28th day of June, 1927.

P. J. Sesterhenn
Notary Public in and for Cook County, Illinois.

(NOTARIAL SEAL)

My Commission Expires May 7th 1930.

STATE OF ILLINOIS,)
(ss.
Cook County)

I, Robert M. Sweitzer, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that P. J. Sesterhenn, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 28th day of June, 1927.

Robert M. Sweitzer,
County Clerk.

(COOK COUNTY SEAL)

State of Wisconsin } ss.
DEPARTMENT OF STATE.
Received this 12 day of July A. D. 1927 at 3 o'clock P. M. and recorded in Vol. 27 of R.R. Morts. on page 11-16 Incl.
Robert L. Siebecker
Assistant Secretary of State.

BILL OF SALE

by the

PULLMAN COMPANY

to the

ILLINOIS CENTRAL RAILROAD COMPANY of forty-four (44) refrigerator cars

34285

KNOW ALL MEN BY THESE PRESENTS, that THE PULLMAN COMPANY, a corporation duly organized and existing under the laws of the State of Illinois (hereinafter called the "Company"), in consideration of the sum of One Dollar ($1.00) to said Company delivered and paid by ILLINOIS CENTRAL RAILROAD COMPANY (hereinafter called the "Railroad"), and for other good and valuable considerations, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver and deliver unto the Railroad and its assigns, the following described railroad equipment, to-wit:

Forty-four (44) steel underframe refrigerator cars, with forty-ton capacity trucks, said cars bearing numbers as follows:

55001	55011	55020	55029	55038
55003	55012	55021	55030	55039
55004	55013	55022	55031	55040
55005	55014	55023	55032	55041
55006	55015	55024	55033	55042
55007	55016	55025	55034	55043
55008	55017	55026	55035	55044
55009	55018	55027	55036	55045
55010	55019	55028	55037	

TO HAVE AND TO HOLD all and singular the said railroad equipment to the said railroad and its assigns for its own use and behoof forever.

And the Company hereby covenants with the Railroad and its assigns that the Company is the lawful owner of the said railroad equipment, free from all incumbrances; that it has good right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all persons.

This conveyance is made in pursuance of the terms of a lease of railroad equipment, dated the 17th day of January, 1922, between The Pullman Company, a corporation duly organized and existing under the laws of the State of Illinois, as party of the first part, and the Illinois Central Railroad Company, a corporation duly organized and existing under the laws of the State of Illinois, as party of the second party. Paragraph (a) of Section 4 of the aforesaid lease reads as follows:

> "(a) At the end of five years, that is, on April 1, 1927, to receive, upon payment of $1, bill of sale from the Company conveying to the Railroad 50 cars, less such number of cars as may have been destroyed since January 1, 1922, and not replaced by the Railroad."

The undersigned by this bill of sale conveys the aforementioned cars, forty-four in number, being the remaining cars required to be conveyed to the Railroad on April 1, 1927. There were six cars destroyed since January 1, 1922, and not replaced by the Railroad, which cars bore the following numbers:

55002	55243	55261
55598	55255	55641

IN WITNESS WHEREOF The Pullman Company has caused this instrument to be signed and its seal to be hereunto affixed this first day of April, 1927.

THE PULLMAN COMPANY

By E. F. Cassy
President.

(COMPANY SEAL)

Attest:

J. F. Kane
Secretary.

STATE OF ILLINOIS ,)
(ss.
COUNTY OF COOK,)

I, H. E. Mulligan, a Notary Public in and for the County and State aforesaid, do hereby certify that E. F. Carry, President, and J. F. Kane, Secretary of the Pullman Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument of writing as their free and voluntary act and as the free and voluntary act of the said Pullman Company, for the uses and purposes therein set forth, and caused the corporate seal of said company to be thereto attached.

Given under my hand and Notarial Seal this 1st day of April, A. D. 1927.

H. E. Mulligan
Notary Public

(NOTARIAL SEAL)

F I L E D
for record in the office of the Secretary of State of Illinois June 13, 1927, at 8:30 o'clock A. M., and recorded in Book 61 pages 89 to 90 inclusive.
Louis L. Emmerson
Sec'y of State.

UNITED STATES OF AMERICA,)
(ss.
STATE OF ILLINOIS,) OFFICE OF SECRETARY.

I, LOUIS L. EMMERSON, Secretary of State of the State of Illinois, do hereby certify that the foregoing Lease: Between, PULLMAN COMPANY TO ILLINOIS CENTRAL RAILROAD COMPANY. was filed for record in the office of the Secretary of State of the State of Illinois on the 13th day of June A. D. 1927, at 8:30 o'clock A. M., and duly recorded in Book No. 61 of Railroad Records, at pages 89 to 90 incl.

IN WITNESS WHEREOF, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, this 25th day of June A. D. 1927.

(STATE SEAL)

LOUIS L. EMMERSON
Secretary of State.

STATE OF INDIANA)
(ss.
Marion County)

I, F. E. SCHORTEMEIER, Secretary of State of the State of Indiana, do hereby certify that the following lease between The Pullman Company and Illinois Central Railroad Company, bearing date of April 1st, 1927, was filed in the office of the Secretary of State on July 15th, 1927, and with the certificates annexed duly recorded in Book No. 20 of Railroad Equipment Agreements, at pages 240 and 241 inclusive, which said book is kept, as required by law, for that purpose.

F I L E D
JUL 15 1927
H. E. Schortemeier
Secretary of State.

(STATE SEAL)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the State of Indiana, at Indianapolis, this 15th day of July, 1927.

F. E. Schortemeier
Secretary of State

State of Wisconsin } ss.
DEPARTMENT OF STATE.
Received this 20 day of July A. D. 1927 at 4:30 o'clock P. M. and recorded in Vol. 11 of R. R. Mortgages on page 17, 18, 2nd
Robert L. Siebecker
Assistant Secretary of State.

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E Q U I P M E N T L E A S E

between

THE BETTENDORF COMPANY

and

H. E. BYRAM, MARK W. POTTER

and EDWARD J. BRUNDAGE

as receivers of

CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY

COMPANY

Election by Receivers to Purchase

Dated June 18, 1927

THIS LEASE OF RAILROAD EQUIPMENT, dated the eighteenth day of June, 1927, between THE BETTENDORF COMPANY, a corporation organized and existing under the laws of the State of Iowa (hereinafter called the Lessor), party of the first part, and H. E. BYRAM, MARK W. POTTER and EDWARD J.BRUNDAGE, as Receivers of CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY (hereinafter called the Receivers) party of the second part, WITNESSETH, as follows:

WHEREAS, the Lessor has contracted to construct the railroad equipment, hereinafter, in Article I, Section 1 described, in accordance with the Receivers' General Specifications No. 649-A and Engineering Specifications No. 648, the cost and value of which is Nine hundred ten thousand four hundred eighty-five dollars ($910,485.00) and which equipment, pursuant to the terms and conditions of this agreement, is to be leased to the Receivers; and

WHEREAS, the Receivers were duly appointed as Receivers of Chicago, Milwaukee and St. Paul Railway Company in a certain cause in the District Court of the United States for the Northern District of Illinois, Eastern Division, called "Binkley Coal Company, Plaintiff, against Chicago, Milwaukee and St. Paul Railway Company, Defendant, In Equity, No. 4696", now consolidated in the certain cause in said Court now entitled "Guaranty Trust Company of New York, Merrel P. Callaway, as Trustees, Complainants, against Chicago, Milwaukee and St. Paul Railway Company, ET AL., Defendants, in Equity, consolidated cause No. 4931", and in certain ancillary causes to said Consolidated Cause now pending in the District Courts of the United States for the Western District of Michigan, Northern Division, for the District of Minnesota, Fourth Division, and for the District of Montana, and the Receivers are now in possession of and are operating the properties of Chicago, Milwaukee and St. Paul Railway Company, pursuant to the authority and direction contained in the orders of said Courts; and

WHEREAS, The Receivers are desirous of securing the use of the railroad equipment hereinabove mentioned upon and in connection with the properties of Chicago, Milwaukee and St. Paul Railway Company; and

WHEREAS, it is necessary for the Receivers to acquire for use on the lines of railroad in their charge the equipment above described, and the use of all such equipment is urgently required for the efficient and economical operation of said lines of said Railroad and adequate service to the public, and to enable the Receivers properly to perform the duties resting upon them; and

WHEREAS, the form and terms of this lease have been submitted to and approved by said Court, in substantially the present form, and the Receivers have been duly authorized

and directed by order of said Court to execute and carry out the provisions of this lease; and

WHEREAS, it is provided in the above mentioned order authorizing the execution of this lease, that the Receivership wherein the parties of the second part are Receivers shall not be terminated nor the Receivership estate thereunder surrendered by the Receivers or their successor or successors, unless as a condition of such termination or surrender, all the obligations then existing or to accrue, of the Receivers under this lease shall be assumed by any corporation that shall succeed the Receivers in possession of substantially all the lines of railroad comprised in the Receivership estate, and that in case of any conveyance of substantially all of said lines of railroad, whether in pursuance of any sale heretofore or hereafter made or otherwise, the purchaser or transferee of purchaser shall not be at liberty to refuse to accept this lease, or to disaffirm it, but if acquiring substantially all of said lines of said railroad for the purpose of transferring them to a corporation formed for the purpose of reorganization, any such purchaser shall not incur any personal liability on or in respect of this lease, provided such corporation to which substantially all of said lines of railroad are so transferred in such reorganization, shall assume the payments when due and all obligations of the Receivers under this lease; and in case any corporation shall succeed the Receivers in the possession and operation of substantially all of said lines of railroad (whether Chicago, Milwaukee and St. Paul Railway Company, or any corporation formed for the purpose of reorganization or any other corporation) and shall assume all the obligations of the Receivers then existing and to accrue under this lease, the Receivers shall thereupon be relieved from all further liability under or in respect of this lease.

Now, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I.

SECTION 1. The Lessor for and in consideration as well of the sum of One Dollar ($1.00) to it paid by the Receivers at or before the sealing and delivery hereof, the receipt of which is hereby acknowledged, as of the rents and covenants hereinafter mentioned to be paid, kept and performed by the Receivers, has let and leased, and does hereby let and lease to the Receivers for the term of four (4) years from the date hereof, all of the railroad equipment (hereinafter in this agreement sometimes collectively called the "Cars"), to-wit: 500 steel underframe, steel frame superstructure, 40-ton capacity, 36 foot stock cars, numbered 104,007 to 104,506, both inclusive.

SECTION 2. The Receivers, in consideration of the premises, hereby accept this lease and covenant and agree to accept delivery and possession of the cars for the term of four years as above provided, and covenant and agree to pay to the Lessor, its successors or assigns, (or in the case of taxes, to the proper taxing authority), rent hereunder during said term as follows:

(a) Three hundred and sixty five dollars ($365.00) per annum for each car delivered to the Receivers hereunder, which annual rental shall accrue as of the date of the delivery of the cars, and be payable quarterly at the rate of Ninety-one and 25/100 dollars ($91.25) on the 18th days of September, December, March and June in each year during said term; and

(b) As and when due, any and all taxes, assessments, licenses and other governmental charges of every kind, assessed, rated, levied, charged or made against the cars.

SECTION 3. Delivery of the cars to the Receivers shall be forthwith made at the Works of the Lessor at Bettendorf, Iowa, with freight allowed to the tracks of the Chicago, Milwaukee and St. Paul Railway Company, Davenport, Iowa.

SECTION 4. As and when any of the cars shall be delivered to the Receivers they shall thereupon, IPSO FACTO, pass under and become subject to all the terms and provisions of this lease in all respects as though such equipment had been delivered simultaneously with the execution and delivery hereof. The delivery to, and acceptance by the Receivers of the cars or any of them, shall not vest in the Receivers any property or title thereto or right therein other than as is defined in this lease, but shall remain and be in the Lessor, and, subject to the provisions of Articles II and III of this lease, upon the termination of the term of this lease the cars and each of them shall be surrendered and delivered up to the Lessor, without cost or charge, in as good condition as when received by the Receivers, ordinary wear and tear excepted, at such place or places as the Lessor shall reasonably require.

SECTION 5. The Receivers shall accept the cars above referred to and described, at the place of manufacture above mentioned, prior to the delivery thereof. As the cars are severally completed, the Receivers shall cause them to be inspected by their representative appointed for that purpose, who, as he finds them constructed in accordance with the provisions hereof and the specifications above mentioned, shall deliver to Lessor, in duplicate, the Receivers' certificate of inspection and acceptance. Each such certificate shall, with respect of the cars covered thereby, be final and conclusive evidence that such cars conform in workmanship, material, construction and in all other respects to the requirements of said specifications and to the provisions of this lease, and that such cars are accepted by the Receivers as so conforming, subject to the terms and provisions hereof.

SECTION 6. At or before the delivery to the Receivers of each of said cars there shall be plainly, permanently, and conspicuously placed and fastened upon each side of each such car a metal plate bearing the following words in letters not less than three-eights of an inch in height; "THE BETTENDORF COMPANY, Owner, Lessor." Such plate shall be such as to be readily visible and to indicate plainly the Lessor's ownership of said equipment. Each of the cars shall also be otherwise plated or marked, as shall from time to time be required by law to fully protect the rights of the Lessor as owner. Such platings and markings shall thereafter, during the continuance of this lease, be maintained and, from time to time as may be necessary, restored and replaced by the Receivers at their own expense. The Receivers shall not without Lessor's written consent, alter or obliterate the lettering or numbering of said cars as hereinabove mentioned, or any of them, and the Receivers agree not to place upon said cars or any of them, any marks, signs or words which might be interpreted as a claim of ownership of said cars by the Receivers or by any person, firm or corporation other than the Lessor herein, except, however, the Receivers may cause said cars and each of them to be lettered "Chicago, Milwaukee and St. Paul Railway Company", "St. Paul", "Milwaukee", "C. M. & St. P. Ry. Co.," or in the event that any corporation other than Chicago, Milwaukee and St. Paul Railway Company, shall succeed to the ownership and operation of substantially all the railroads and property now operated by or in the possession of the Receivers, with the name or abbreviated name of such corporation , or in some other appropriate manner, for the convenience of identification of the leasehold interest of the Receivers, their successor or successors therein, but the Receiver or any such corporation which shall succeed to the ownership and operation of said lines of railroad, during the continuance of this lease, will not allow the name of any person, association or corporation to be placed on any of the cars as a designation which might be interpreted as a claim of ownership thereof by

the Receivers or by any person, association or corporation other than the Lessor. Any change in the lettering or numbering of said cars which may be requested by the Receivers and assented to by the Lessor, shall be evidenced by an agreement satisfactory in form to the Lessor and executed in one or more counterparts as Lessor may request, and be filed or recorded in such public office or offices as said Lessor shall direct.

SECTION 7. All provisions of this agreement shall apply with respect to cars substituted for such of the cars originally delivered to the Receivers as shall become worn out, lost or destroyed, with precisely the same force and effect as if such substituted cars were part of the cars originally delivered, and the word "cars" as used in this lease shall include as well the substituted as the original cars.

SECTION 8. The Receivers shall and will at all times, while this lease is in force and effect and at their own expense, keep the above described cars and all cars which shall be used to replace any of them, insured against damage or destruction by fire and against other loss or damage usually insured against by railway companies, to the full insurable value thereof, for the use and benefit of Lessor, and in a company or companies to be approved by Lessor. The insurance premiums therefor shall be paid for by the Receivers and the policies shall specify payment of loss, if any, to the Lessor, as its interest may appear, and shall be deposited with the Lessor. In default of the Receivers keeping such cars so insured and depositing policies as aforesaid, the Lessor may cause the same to be so insured, and in such event, the Receivers shall repay to the Lessor the amount of premiums paid therefore with interest at 5% per annum from the time of such payment. Upon payment of any insurance money on account of damage or losses covered by any such insurance, it shall be held and retained by the Lessor until the replacement or the repair of the car so damaged or destroyed, and upon satisfactory proof to the Lessor of the proper replacement and repair of said cars, said insurance money so collected or received by the Lessor shall be paid over to the Receivers to be used in the payment of the cost of such replacement or repair. Any moneys collected or received by the Receivers from any company or person as insurance of or for cars damaged or destroyed on the lines of any railroad company, shall be remitted to the Lessor to be held for the account of the Receivers pending the repair or replacement of said cars.

SECTION 9. The Receivers agree that they will, at their own cost, keep all such cars in good order and repair, subject to inspection and approval of Lessor, and repair and promptly renew and replace all or any of such cars which shall be damaged or destroyed by fire or otherwise, during the life of this lease, and within twenty-days after receiving advice of any such damage or destruction will give to the Lessor written notice thereof, containing the full particulars thereof and will cause the title to all cars to be substituted for those destroyed to be taken and vest in the name of the Lessor by proper bills of sale, and free from all liens, with proper plates as aforesaid, indicating the ownership of the Lessor as aforesaid, and such substituted cars shall thereupon immediately come under and be subject to all the terms and conditions of this agreement.

SECTION 10. All new cars replacing cars lost, worn out or destroyed, shall be of substantially the same quality and kind, and shall bear the same plating, lettering, and numbering as the cars which they replace. The Receivers shall from time to time as required by the Lessor and at least once in each year, furnish to Lessor a complete

statement showing the whereabouts (as near as may be) of all the cars, the number and description of such of them as shall have been destroyed and replaced by others, the number of those repaired during the preceding year, and the number of those undergoing repairs; and shall, on request, allow the Lessor to make full inspection of same once a year during the continuance of this lease, and shall at its own expense furnish to Lessor all reasonable facilities so to do.

SECTION 11. The Receivers shall pay, as and when due, all taxes, assessments, licenses and governmental charges of every kind assessed, rated, levied, charged or made against the cars, or against the Lessor on account of its ownership thereof. Receivers shall comply with all laws of the United States and all states and territories in which the cars may be operated in the ordinary course of business applying to or affecting the cars, and with all lawful acts, rules, regulations and orders of the Interstate Commerce Commission, and of all other commissions, boards, municipalities, legislatures or other representative, executive or judicial bodies or officers having, or exercising, any power, regulation or supervision over such cars, or any of them, provided however, that the Receivers shall not be required to pay any tax, assessment or other governmental charge so long as they shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the judgment of the Lessor, the rights and interests of the Lessor may be materially endangered.

SECTION 12. If the Receivers shall fail to pay the rentals above provided at the time or times when the same are due under the provisions of this lease, interest at the rate of 5% shall be payable upon the amount or amounts in default from the date of such default until paid, and, if the Receivers shall fail or omit to make any other payment or do anything which under the provisions of this lease they should make or do, then the Lessor itself may make such payments or do or cause such things to be done, but it shall not be obligatory upon the Lessor, its successor or assigns so to do. Any such payment made by the Lessor and the cost or expense to Lessor for and in and about the doing or causing to be done any such thing, shall be a charge against the Receivers which they hereby agree to repay to Lessor, on demand, with interest at 5% per annum. The making by the Lessor of any such payment or the doing or causing to be done by it of any such things, shall not in any way prejudice or be a waiver of any rights reserved to the Lessor, or of any remedy available to the Lessor under this lease or otherwise because of such failure or omissions by the Receivers.

SECTION 13. The Receivers agree to indemnify and protect the Lessor in the use of any and all patent inventions specified or required by the Receivers and used in the construction of said cars.

SECTION 14. The Receivers, so long as they shall not be in default under this lease, shall be entitled to the possession of the cars and the use thereof upon the lines of railroad in their possession and operated by them or over which they have trackage rights and upon connecting and other railroads in the usual interchange of traffic, from and after the delivery of the cars by the Lessor to the Receivers, but only upon and subject to all the terms and conditions of this lease.

The Receivers will not either assign or transfer this lease, or transfer or sublet the cars or any of them, without the written consent of the Lessor first had and obtained; and the Receivers shall not, without such written consent, except as in this Section provided, part with the possession of or suffer or allow to pass out of their possession or control, any of the cars.

Nothing in this Article shall prevent the Receivers, upon the termination of the receivership wherein they are Receivers, from surrendering the receivership estate, including the cars hereby leased; provided that as a condition of such termination or surrender, all of the obligations then existing or to accrue of such Receivers under this lease, shall be assumed by any corporation that shall succeed such Receivers in the possession of substantially all of the lines of railroad comprised in said receivership estate.

In case, on or after the termination of the receivership, any corporation shall so succeed the Receivers in the possession of the receivership estate, including the cars hereby leased, a transfer through insolvency of such corporation or under judicial process shall be deemed a breach of this covenant, (except where the transfer is to a new railroad company which shall acquire all or substantially all of the lines of railroad of such corporation, and which shall assume and agree to perform each and all of the obligations and covenants of the Receivers hereunder, but the appointment of a temporary Receiver or Receivers for such corporation shall not be deemed to be such a breach).

The Lessor shall have the right to declare this lease terminated in case of any unauthorized assignment or transfer of this lease, or transfer or sublease of the cars, and in case of such termination the Lessor shall have the same remedy or remedies in respect of retaking the cars or any of them as are hereinafter given in case of default in the fulfillment of any other of the obligations of the Receivers hereunder.

SECTION 15. The Receivers shall be entitled to the possession and use of the cars so long as they shall observe and fulfill the terms and obligations of this lease; but if the Receivers (a) shall default in the payment of said quarterly rental payments, or any of them at the time or times the same fall due as provided in Section 2 (a) of this Article, whether or not demand be made for the payment thereof, or, (b) shall make or suffer any unauthorized assignment of this lease or of their rights and interest in the cars or any part thereof, or sublet the same (except as hereinabove is provided), or (c) in the event of default in the due observance or performance of any of the terms, provisions, covenants, conditions or obligations of this lease, and if such default shall continue for thirty days after written notice from the Lessor with respect thereto, then and in any such case, the Lessor shall be entitled to, and may at its option, enter upon the railroad and premises operated by the Receivers and retake the cars and any of them, retaining all rentals which up to that time may have been paid on account thereof (which rentals it is hereby expressly agreed constitute no more than the reasonable value of the use of the cars by the Receivers up to that time) and shall be entitled to collect, receive and retain all unpaid mileage or per diem charges then earned by the cars or any of them. For the purpose of such taking of possession, the Lessor shall be entitled to enter upon and take and remove from the premises of the Receivers or wherever they may be found, all or any of the cars; and the Receivers agree, without charge, to afford the Lessor every facility and give it every assistance so to do, including supplying of trackage space for the storing of such cars for a reasonable time. To aid in such retaking, the Receivers shall, as promptly as possible, upon the Lessor's written demand, deliver to the Lessor without cost or charge, the said cars and each of them, at such place or places as the Lessor shall reasonably require, and will, without expense to the Lessor, cause every railroad or other company then having possession or traffic use of such cars or any of them, to haul the same forthwith, in the usual manner, and at the usual speed of freight trains to such point or points as the Lessor shall reasonably designate. The Lessor shall, upon the application to any court of equity having jurisdiction

in the premises, be entitled to a decree against the Receivers requiring specific performance of the agreements contained in this Section. Upon a retaking of the cars or any of them, by the Lessor as herein provided, the Receivers agree to relinquish all claim or rights in or to the same and no payments theretofore paid by the Receivers for the rent or use of the cars, or any of them, shall give to the Receivers any legal or equitable right, interest or title in or to said cars.

SECTION 16. It is understood that the obligations of this lease are of the party of the second part solely as Receivers of Chicago, Milwaukee and St. Paul Railway Company and not individually; that the receivership wherein the parties of the second part are Receivers shall not be terminated nor the receivership estate thereunder surrendered by the Receivers or their successor or successors, unless as a condition of such termination or surrender all the obligations then existing or to accrue, of the Receivers under this lease shall be assumed by any corporation that shall succeed the Receivers in the possession of substantially all of the lines of railroad comprised in the receivership estate. In case of any conveyance of substantially all of said lines of railroad, whether in pursuance of any sale heretofore or hereafter made or otherwise, the purchaser or transferee of the purchaser shall not be at liberty to refuse to accept this lease, or to disaffirm it, but if acquiring substantially all of said lines of railroad for the purpose of transferring them to a corporation formed for the purpose of reorganization, any such purchaser shall not incur any personal liability on or in respect of this lease, provided such corporation to which substantially all of said lines of railroad are so transferred in such reorganization shall assume payment of all the quarterly rentals and all of the other obligations of the receivers under this lease. In case any corporation shall succeed the Receivers in the possession and operation of substantially all of said lines of railroad (whether Chicago, Milwaukee and St. Paul Railway Company or any corporation formed for the purpose of reorganization or any other corporation), and shall assume all the obligations of the Receivers then existing and to accrue under this lease, the Receivers shall thereupon be relieved from all further liability under or in respect of this lease.

SECTION 17. In the event ~~of the event~~ of the termination of the Receivership or surrender of the Receivership estate, any corporation, acquiring said railroads and property, shall execute and cause to be recorded an instrument or instruments supplemental to this lease, satisfactory to the Lessor, whereby such corporation shall assume all the obligations then existing and to accrue of the Receivers under this lease, and thereupon such corporation shall be substituted for the Receivers under this lease with the same effect as if named herein as a party thereto and as if named in said lease as party of the second part.

ARTICLE II.

The Receivers shall pay all of the rentals hereinbefore provided as and when the same become due and payable, in accordance with Article I, Section 2, and, Provided they shall not be in default in the fulfillment of any of their obligations hereunder, the Receivers shall have the right on any quarterly rental payment date during the continuance of this lease, to purchase the cars in their entirety, and in such case the price to be paid by the Receivers shall be the balance of the total cost and value of the cars as hereinabove specified, after deducting therefrom the excess of quarterly rental payments up to that time paid by the Receivers over and above an amount of interest at the rate of 5% per annum computed on diminishing balances of principal remaining due at the end of each prior quarterly rental period. Upon such purchase price

being paid in full, this lease and all the obligations of the Receiver hereunder shall terminate and the Lessor shall thereupon execute and deliver to the Receivers a bill of sale or such instrument of transfer as may reasonably be required by the Receivers, as evidence of their title to the cars and of their compliance with the terms of this lease to the end that the absolute ownership of the cars may be vested in the Receivers.

ARTICLE III.

SECTION 1. The Receivers shall also have the right, provided they shall not be in default in the observance of any of the obligations of this lease, to elect as of the date of this agreement to purchase the cars as an entirety under a deferred rental payment plan at the price of Nine hundred ten thousand four hundred eighty-five dollars ($910,485.00). In the event of such election, the Receivers covenant and agree with the Lessor to accept delivery and possession of the cars under this Article, and covenant and agree to pay to the Lessor rent hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable, to wit:

(a) Seven (7) quarterly payments of principal and interest in the sum of Forty-five thousand six hundred and twenty-five dollars ($45,625.00) each, payable on the 18th days of September, December, March and June in each year, from the 18th day of September, 1927, to the 18th day of March, 1929, both inclusive.

(b) One (1) quarterly payment of principal and interest in the sum of Six hundred sixty-nine thousand eight hundred sixty-eightdollars and seventy-five cents ($669,868,75), payable on the 17th day of June, 1929.

(c) As and when due, any and all taxes, assessments, licenses and other governmental charges of every kind, assessed, rated, levied, charged or made against the cars.

SECTION 2. Such election of the Receivers shall be evidenced by their written declaration, executed and acknowledged in the same manner as this lease, and delivered to the Lessor, which declaration shall thereupon be filed for record, in the same public office or offices as this lease, and in such other public office or offices as may then be required, and the term of this lease shall thereupon, IPSO FACTO, be limited to the date of the maturity of the last of the deferred quarterly rental payments next above, in Section 1, mentioned, subject to the provisions of this Article.

SECTION 3. With such declaration of election, the Receivers shall deliver to the Lessor their duly executed promissory notes evidencing the deferred quarterly rental payments specified in Section 1 of this Article, payable to the order of the Lessor at the Illinois Merchants Trust Company, Chicago, Illinois, at the times and in the amounts specified therein, with interest after maturity at the rate of 5% per annum until paid.

SECTION 4. In the event the Receivers shall exercise the option in this Article III given, the provisions of Sections 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Article I, shall be considered as incorporated in and a part of this Article and shall be and remain in full force and be binding upon the Lessor and the Receivers. And in the event that the Receivers exercise the option herein given, the Lessor and the Receivers FURTHER AGREE AS FOLLOWS:

SECTION 5. The Lessor may assign, transfer or pledge this lease and all the rights, privileges, powers and remedies hereunder, at any time and from time to time, on such terms and conditions as it may deem proper, and may pledge or assign all or any part of the rentals as evidenced by the said notes of the Receivers but in the event of any sale,

transfer, assignment or pledge of this lease, or of said rentals, the rights, powers, privileges and remedies herein given and reserved to the Lessor in the event of any default by the Receivers, shall remain in the Lessor to be exercised, if it deems best, as trustee of an express trust, but in its own name, for the use and benefit of all parties and interest, unless the Lessor shall expressly assign to another the rights, powers, privileges and remedies herein given and reserved to the Lessor in the event of default by the Receivers, either to the exclusive use and benefit of the assignee, or jointly and in common with the Lessor, in which event, such rights, powers, privileges and remedies, shall, by such assignment pass to and be vested in the assignee thereof, as and to the extent provided in and by any such assignment.

SECTION 6. Provided the Receivers shall not be in default in the fulfillment of any of its obligations hereunder, they shall have the right at any time, or from time to time, during the term of this lease in this Article provided for, to anticipate payment of any or all of the rental payments to be made hereunder, by paying to the Lessor the balance of principal and the proportionate part of interest included therein to the date of payment.

SECTION 7. Upon the payment in full by the Receivers of all rentals as evidenced by the said notes of the Receivers with all interest included therein which shall have accrued to the date of payment, and upon full performance of all other of the conditions and provisions of this lease, the Lessor, at the Receivers expense, will execute and deliver to the Receivers a bill of sale or such instrument of transfer as may reasonably be required by the Receivers as evidence of their title to the cars and of their compliance with the terms of this lease, to the end that the absolute ownership of said cars may then be vested in the Receivers. It is expressly agreed that for the purpose of paying the unpaid deferred installments provided to be paid under the provisions of Section 1 of Article III of this agreement, the Receivers at any time hereafter during the term of this lease may, upon the terms and conditions in this Section set forth, enter into an equipment trust agreement, extending for not more than fifteen years from the date hereof and for no greater amount than the aggregate of such unpaid deferred installments. In the event that the Receivers shall enter into such equipment trust agreement and the Receivers or the Trustee under such equipment trust shall pay to the Lessor, its successors or assigns, all of said deferred installments then unpaid and all sums due or to become due to the Lessor hereunder with interest, then the Lessor, or its successors or assigns, will execute and deliver to the Receivers, or to the trustee under such equipment trust, a bill of sale or such other instrument of transfer, without recourse, to the Lessor, as may be reasonably required by the Receivers or by such trustee, evidencing the Receivers' compliance with the terms of this agreement and transferring all right, title and interest of the Lessor under this agreement and in said cars to the grantee named in such bill of sale or other instrument, it being understood that no title to nor interest in said cars shall pass to the Receivers or to said trustee until the payment in full to the Lessor of all of said deferred installments and all sums due or to become due to the Lessor hereunder with interest. The Lessor, its successors or assigns, shall thereupon also execute such release or releases as may be reasonably required to release this agreement upon the records in all places where this agreement shall have been filed or recorded under the terms hereof. Nothing in this paragraph contained shall be construed to postpone the prompt payment of the said deferred installments at the respective dates on which the same fall due as in Section 1 of Article III is provided, nor to suspend or alter any of the remedies of the Lessor,

in this agreement given, for any default therein.

SECTION 8. Upon the occurring of any of the contingencies specified in (a) (b) and (c) of Section 15 of Article I, all the remaining rentals payable under this agreement, and the notes evidencing the same, may, by the Lessor be declared to be immediately due and payable, and a retaking of the cars or any of them, by the Lessor, from the premises of the Receivers or wherever they may be found as in Section 14, Article I, is provided, shall not be a bar to nor in any manner affect the right of the Lessor to recover upon such notes. Upon any such declaration of immediate maturity, the Lessor may sell the cars or any of them, with or without taking actual possession of the same, and with or without notice tothe Receivers, either by public or private sale, and without the necessity of the presence of the cars so to be sold at the place of sale, in such manner, at such times, in such parcelsand on such terms as the Lessor may deem advisable. The Lessor shall apply the net proceeds of said sale or sales, after the replacement of all sums, if any, advanced by the Lessor for insurance, taxes and charges of every sort paid by it, and after deducting all expense of such sale or sales, and of the retaking, storing, holding and maintenance of the cars, if actually retaken, including compensation for the services of such attorneys, agents and servants as the Lessor may reasonably employ for the purposes aforesaid, to the payment of the total amount payable by and chargeable against the Receivers under the provisions of this lease. If the proceeds of such sale or sales shall be more than sufficient to pay all of said amounts with interest, then the excess shall be paid to the Receivers as a rebate on the rentals previously paid by them for the use of such leased cars, but if there should be any deficit, then the Receivers shall pay said deficit on demand, No sale or taking possession of the cars or any of them, by the Lessor, shall in any way prejudice any other right or cause of action the Lessor may have under the terms of this lease or otherwise. Upon payment in full of all sums payable by the Receivers hereunder, this lease shall be canceled and returned to the Receivers. The remedies herein given and provided for in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and in addition to any or all other remedies existing in law or in equity in its favor. The Receivers agree to waive and relinquish and do hereby waive and relinquish the benefit and advantage of any valuation, stay and appraisement, extension or redemption law or laws now existing or which may hereafter be enacted, which, except for this provision, agreement and waiver, might be applicable to any sale of the cars or any of them, made or caused to be made by the Lessor, for the enforcement of its rights and remedies under this lease, whether such sale be made under the specific provisions of this lease or by virtue of Judicial decree in any suit, action or proceeding instituted by the Lessor, and the Receivers covenant that they will not in any manner set up or seek to take advantage of any present or future valuation, stay and appraisement, extension, redemption or any other law or laws which might or could tend to prevent, hinder or delay such absolute and irredeemable sale of the cars as might, except for such law or laws, be made by the Lessor or be directed, ordered or decreed by a court of competent jurisdiction in any suit, action or proceeding as aforesaid. In the event of any such sale, the Lessor, acting for itself or for any assignees of this lease, and any assignee to whom the rights, powers, privileges and remedies in case of default, shall have been assigned as in Paragraph 5 of this Article is provided, may become the purchaser at any such sale or sales, and any purchaser at any such sale may apply, as cash, upon the bid price, the amount of the claim of such purchaser against the Receivers, whether represented by notes issued hereunder or otherwise, to the extent that such claim would be entitled to share

in the distribution of the proceeds of sale if the bid price were paid entirely in cash, ~~proceeds of sale if the bid price were paid entirely in cash,~~ but any such claim shall be deemed to be paid, however, only to the extent it shall be so applied.

SECTION 9. Wherever provision is made in this lease for any notice or demand to or upon the Receivers, or if at any time, the Lessor shall desire to give notice or make any demand upon the Receivers, the same may be given or made by depositing a written statement thereof, enclosed in a postpaid wrapper in any United States Post Office directed to the Receivers at their principal office or place of businessin Chicago, Illinois, and an affidavit by any person so depositing such notice in respect of such mailing shall be deemed to be and shall be conclusive evidence of the giving and receipt of such notice and of the making of such demand.

ARTICLE IV.

SECTION 1. No recourse under any obligation, covenant or agreement of this lease shall be had against any stockholder, officer or director of any corporation which may succeed to the Receivers hereunder, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that in such event this lease when assumed by any such corporation shall be solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of any such corporation, under or by reason of any of the obligations , covenants or agreements contained in this lease, and that any and all personal liability, either at common law or in equity or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this lease.

SECTION 2. Except where otherwise in this agreement is expressly indicated, the term "Lessor" shall mean the party so herein described and its successors and assigns, and the term "Receivers" shall mean the persons herein designated, their successors in the receivership and any corporation which may succeed to the receivership estate and acquire substantially all of the lines of railroad formerly owned and operated by the Chicago, Milwaukee and St. Paul Railway Company.

SECTION 3. This agreement may be simultaneously executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. The Receivers shall reimburse the Lessor for any expense that may be incurred attending the making, execution, acknowledgment, filing and recording of this lease, and of any other agreements, bills of sale or other instruments of transfer preliminary to or necessary in connection therewith, and shall, at their own expense make, execute, and deliver from time to time and pay for the preparation, execution and filing and recording of such further or supplemental instruments, if any, as by the Lessor shall be deemed advisable, necessary or expedient, without prejudice to the intent of this instrument, effectually to protect and enforce the Lessor's rights hereunder and to protect its title to the cars.

IN WITNESS WHEREOF, the Lessor has caused its name to be signed hereto by its officers thereunto duly authorized and its corporate seal to be hereto affixed, duly attested, and the Receivers, pursuant to an order of the District Court of the United States, for the Northern District of Illinois, Eastern Division, have hereunto set their hands and seals, as of the day and year first above written.

THE BETTENDORF COMPANY,

(CORPORATE SEAL)

By J. W. Bettendorf
President.

Attest:

E. J. Bettendorf
Secretary

In the presence of:

J. W. Bendixen

C. J. W. Clasen

H. E. Byram (L.S.)
Mark W. Potter (L.S.)
Edward J. Brundage (L.S.)
As Receivers of Chicago, Milwaukee and St. Paul Railway Company, but not individually.

In the Presence of:

J. Welch

J. P. Hynes

STATE OF IOWA,)
(ss.
County of Scott.)

I, the undersigned, a Notary Public of said State, in and for and residing in said county, DO HEREBY CERTIFY that on this 20th day of July, 1927, personally appeared before me J. W. Bettendorf and E. J. Bettendorf to me personally known to be the identical persons whose names are subscribed to the above instrument in writing, bearing date the 18th day of June, 1927, as President and Secretary, respectively, of The Bettendorf Company, a corporation described in said agreement and one of the makers thereof and being by me duly sworn did depose and say that they are the President and Secretary, respectively, of said Company, authorized by said Company to execute and acknowledge deeds, contracts and other writings of said Company and that the seal affixed to said instrument is the corporate seal of said Company; that said instrument was signed and sealed by them on behalf of said Company, by its authority duly given, and they acknowledged the said instrument to be the act and deed of said Company, and by them as its President and Secretary, respectively, thereunto duly authorized, voluntarily done and executed, and that they signed, sealed and delivered the said instrument as the free and voluntary act of said Company, and as their own free and voluntary act as such President and Secretary, respectively, for the uses and the purposes therein set forth.

GIVEN under my hand and seal of office the day and year first above written.

(NOTARIAL SEAL)

H. Bellinghausen
Notary Public

My Commission Expires July 4, 1930.

STATE OF NEW YORK,)
(ss.
County of New York.)

I, the undersigned, a Notary Public of said State, in and for and residing in said county, DO HEREBY CERTIFY that on this 14 day of July, 1927, personally appeared before me, H. E. Byram, Mark W. Potter and Edward J. Brundage, as Receivers of Chicago, Milwaukee and St. Paul Railway Company, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument in writing, as Receivers, and who are also known to me to be the Receivers of Chicago, Milwaukee and St. Paul Railway Company, described in and who executed the above instrument in writing, and each of whom being by me duly sworn, did depose and say that he is one of the Receivers of Chicago, Milwaukee and St. Paul Railway Company; that he signed his name to the foregoing instrument in writing as such Receiver, but not in his individual capacity, by order of the United States District Court for the Northern District of Illinois,

Eastern Division, and acknowledged the foregoing instrument to be the free and voluntary act and deed of himself as such Receiver for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year first above written.

(NOTARIAL SEAL)

William FitzGibbon
Notary Public.

My Commission expires March 30, 1928.

NOTICE OF ELECTION BY H. E. BYRAM, MARK W. POTTER AND EDWARD J. BRUNDAGE, AS RECEIVERS OF CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY TO PURCHASE CERTAIN RAILWAY EQUIPMENT UNDER A DEFERRED RENTAL PAYMENT PLAN IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF ARTICLE III OF A CERTAIN AGREEMENT BETWEEN SAID RECEIVERS AND THE BETTENDORF COMPANY DATED JUNE 18, 1927.

Chicago, June 18, 1927.

TO THE BETTENDORF COMPANY,
DAVENPORT, IOWA.

You ARE HEREBY NOTIFIED, pursuant to the provisions of Article III of that certain agreement entitled "Lease of Railroad Equipment," dated June 18, 1927, that H. E. Byram, Mark W. Potter and Edward J. Brundage, as Receivers of Chicago, Milwaukee & St. Paul Railway Company, do hereby elect, as of June 18, 1927, to purchase the five hundred (500) steel underframe, steel frame superstructure, forty-ton capacity, 36 foot, stock cars, numbered 104,007 to 104,506, both inclusive, embraced in said "Lease of Railroad Equipment," upon the terms stated in said Article III; and in accordance with said Article the said Receivers have executed and herewith deliver to you their promissory notes evidencing the Payments to be made for the Purchase of said cars as in said Article provided.

In presence of:

J. Welch

J. P. Hynes

H. E. Byram
Mark W. Potter
Edward J. Brundage
As Receivers of Chicago, Milwaukee and St. Paul Railway Company, and not as individuals.

STATE OF NEW YORK,)
(ss.
County of New York)

I, William Fitzgibbon, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that H. E. Byram, Mark W. Potter and Edward J. Brdundage, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 14 day of July, A. D. 1927.

(NOTARIAL SEAL)

William FitzGibbon
Notary Public.

My commission expires March 30, 1928.

Service of the ~~foregoing notice of election~~ by H. E. Byram, Mark W. Potter and Edward J. Brundage, as Receivers of Chicago, Milwaukee and St. Paul Railway Company, accepted this 18th day of June, 1927.

THE BETTENDORF COMPANY,
Lessor,
By J. W. Bettendorf
President.

Received this 26 day of July A. D. 1927 at 2 o'clock P. M. and recorded in Vol. 27 of R.R. Mortgages on page 19-31
Assistant Secretary of State.

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EQUIPMENT LEASE

between

PULLMAN CAR & MANUFACTURING CORPORATION

Lessor

and

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY

Lessee

THIS LEASE OF RAILROAD EQUIPMENT, dated the fifteenth day of July, 1927, between PULLMAN CAR & MANUFACTURING CORPORATION, a corporation organized and existing under the laws of the State of Illinois, (hereinafter called the Lessor) party of the first part, and MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Minnesota and other states (hereinafter called the Lessee), party of the second part, WITNESSETH:

WHEREAS, by the terms of a certain contract dated April 18, 1927, between the parties hereto, and in accordance with the specifications and requirements therein mentioned, the Lessor has agreed to construct certain railroad equipment hereinafter, in Section 1 of Article I, particularly described, the cost and price of which, per car, f. o. b. Lessor's Works at Michigan City, Indiana, is Twenty-two hundred forty-two and 98/100 dollars ($2242.98), the aggregate for all the cars being Three hundred thirty-six thousand four hundred forty-seven dollars ($336,447.00), and which equipment, pursuant to the terms and conditions of this agreement, the Lessor agrees to lease to the Lessee; and

WHEREAS, the Lessee is desirous of securing the use of the railroad equipment hereinabove mentioned upon and in connection with the properties of Minneapolis, St. Paul & Sault Ste. Marie Railway Company.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I.

SECTION 1. The Lessor for and in consideration as well of the sum of One Dollar ($1.00) to it paid by the Lessee at or before the sealing and delivery hereof, the receipt of which is hereby acknowledged, as of the rents and covenants hereinafter mentioned to be paid, kept and performed by the Lessee, has let and leased, and does hereby let and lease to the Lessee for the term of six (6) years from the first day of August, 1927, all of the railroad equipment (hereinafter in this agreement sometimes collectively called the "cars"), to-wit:

ONE HUNDRED AND FIFTY (150) FORTY FOOT, FIFTY TON CAPACITY, COMPOSITE DROP BOTTOM GONDOLA CARS, NUMBERED (ODD NUMBERS ONLY) 7501 TO 7799, BOTH INCLUSIVE.

SECTION 2. The Lessee, in consideration of the premises, hereby accepts this lease and covenants and agrees to accept delivery and possession of the cars for the term of six (6) years as above provided, and covenants and agrees to pay to the Lessor, its successors or assigns, (or in the case of taxes, to the proper taxing authority), rent hereunder during said term as follows:

(a) Three hundred and sixty five dollars ($365.00) per annum for each car delivered to the Lessee hereunder, computed from the date of delivery thereof

respectively, payable quarterly at the rate of Ninety-one and 25/100 dollars ($91.25) on the first days of November, February, May and August in each year during said term, beginning on the first day of November, 1927; and

(b) As and when due, any and all taxes, assessments, licenses and other governmental charges of every kind, assessed, rated, levied, charged or made against the cars.

SECTION 3. Delivery of the cars to the Lessee shall be made at the Works of the Lessor at Michigan City, Indiana, as provided in said contract dated April 18, 1927, with freight to the rails of Minneapolis, St. Paul & Sault Ste. Marie Railway Company at Franklin Park, Illinois, allowed and prepaid by the Lessor.

Section 4. As and when any of the cars shall be delivered to the Lessee they shall thereupon, IPSO FACTO, pass under and become subject to all the terms and provisions of this lease in all respects as though such equipment had been delivered simultaneously with the execution and delivery hereof. The delivery to, and acceptance by the Lessee of the cars or any of them, shall not vest in the Lessee any property or title thereto or right therein other than as is defined in this lease, but such title and property shall remain and be in the Lessor.

SECTION 5. The Lessee shall accept the cars above referred to and described, at the place of manufacture above mentioned, prior to the delivery thereof. As the cars are severally completed, the Lessee shall cause them to be inspected by its representative appointed for that purpose, who, as he finds them constructed in accordance with the provisions of said contract dated April 18, 1927, and of this lease, shall deliver to Lessor, in duplicate, the Lessee's certificate of inspection and acceptance. Each such certificate shall, in respect of the cars covered thereby, be final and conclusive evidence that such cars conform in workmanship, material, construction and in all other respects to the requirements of said contract and to the provisions of this lease, and that such cars are accepted by the Lessee as so conforming, subject to the terms and provisions hereof.

SECTION 6. At or before the delivery to the Lessee of said cars there shall be plainly, permanently, and conspicuously placed and fastened upon each side of each such car a metal plate bearing the following words in letters not less than three-eighths of an inch in height: "Pullman Car & Manufacturing Corporation, Owner, Lessor." Such plate shall be such as to be readily visible and to indicate plainly the Lessor's ownership of said equipment. Each of the cars shall also be otherwise plated or marked, as shall from time to time be required by law to fully protect the rights of the Lessor as owner. Such platings and markings shall thereafter, during the continuance of this lease, be maintained and, from time to time as may be necessary, restored and replaced by the Lessee at its own expense. The Lessee shall not without Lessor's written consent, alter or obliterate the lettering or numbering of said cars as hereinabove mentioned, or any of them, and the Lessee agrees not to place, nor permit to be placed, upon said cars or any of them, any marks, signs or words which might be interpreted as a claim of ownership of said cars by the Lessee or by any person, firm or corporation other than the Lessor herein, except, however, the Lessee may cause said cars and each of them to be lettered "Minneapolis, St. Paul & Sault Ste. Marie Railway" or "Soo Line" or "Wisconsin Central" or in some other appropriate manner, for convenience of identification of Lessee's right to use such cars. Any change in the lettering or numbering of said cars which may be requested by the Lessee and assented to by the Lessor, shall be evidenced by an agreement satisfactory in form to the Lessor and executed in one or more counterparts as Lessor may request, and be filed or recorded in

such public office or offices as said Lessor shall direct.

SECTION 7. All provisions of this agreement shall apply with respect to cars substituted for such of the cars originally delivered to the Lessee as shall become worn out, lost or destroyed, with precisely the same force and effect as if such substituted cars were part of the cars originally delivered, and the word "cars" as used in this lease shall include as well the substituted as the original cars.

SECTION 8. The Lessee shall and will at all times, while this lease is in force and effect and at its own expense, keep each of the above described cars and all cars which shall be used to replace any of them, insured against damage or destruction by fire and against other loss or damage usually insured against by railway companies, for not less than fifty per cent (50%) of the cost and value thereof as fixed in this agreement, for the use and benefit of Lessor, and in a company or companies to be approved by Lessor, and in the event of an election to purchase the cars under the provisions of Article III of this agreement, the aggregate of said insurance shall always be in an amount equal, at least, to fifty per cent (50%) of the unpaid indebtedness on the cars. The insurance premiums therefor shall be paid by the Lessee and the policies shall specify payment of loss, if any, to the Lessor, as its interest may appear, and shall be deposited with the Lessor. In default of the Lessee keeping such cars so insured and depositing policies as aforesaid, the Lessor may cause the same to be so insured, and in such event, the Lessee shall repay to the Lessor the amount of premiums paid therefor with interest at 5% per annum from the time of such payment. Upon payment of any insurance money on account of damage or losses covered by any such insurance, it shall be held and retained by the Lessor until the replacement or the repair of the car so damaged or destroyed, and upon satisfactory proof to the Lessor of the proper replacement and repair of said cars, said insurance money so collected or received by the Lessor shall be paid over to the Lessee to be used in the payment of the cost of such replacement or repair. Any moneys collected or received by the Lessee from any company or person as insurance of or for cars damaged or destroyed on the lines of any railroad company, shall be remitted to the Lessor to be held for the account of the Lessee pending the repair or replacement of said cars.

SECTION 9. The Lessee agrees that it will, at its own cost, keep all such cars in good order and repair, subject to inspection and approval of Lessor, and repair and promptly renew and replace all or any of such cars which shall be damaged or destroyed by fire or otherwise, during the life of this lease, and within twenty days after receiving advice of any such damage or destruction will give to the Lessor written notice thereof, containing the full particulars thereof and will cause the title to all cars to be substituted for those destroyed, to be taken and vested, in the name of the Lessor by proper bills of sale, and free from all liens, with proper plates as aforesaid, indicating the ownership of the Lessor as aforesaid, and such substituted cars shall thereupon immediately come under and be subject to all the terms and conditions of this agreement; provided, that the Lessee shall have the option, instead of replacing any destroyed car, of paying the balance of the price of such car, as computed in Article II as of the last previous quarterly payment date, with accrued interest on such balance at the rate of 5% per annum from said last previous quarterly payment date to the date of payment for the car, less any insurance which may have been paid to the Lessor on account of the destruction of such car. In such case the rental provided in Section 2 above, to be paid for such destroyed car or cars shall terminate coincidently with such payment therefor.

SECTION 10. All new cars replacing cars lost, worn out or destroyed, shall be of substantially the same quality and kind, and shall bear the same plating, lettering, and numbering as the cars which they replace. The Lessee shall from time to time as required by the Lessor and at least once in each year, furnish to Lessor a complete statement showing the whereabouts of all the cars, the number and description of such of them as shall have been destroyed and replaced by others, the number of those repaired during the preceding year, and the number of those undergoing repairs; and shall, on request, allow the Lessor to make full inspection of same once a year during the continuance of this lease, and shall at its own expense furnish to Lessor all reasonable facilities so to do.

SECTION 11. The Lessee shall pay, as and when due, all taxes, assessments, licenses and governmental charges of every kind assessed, rated, levied, charged or made against the cars, or against the Lessor on account of its ownership thereof. Lessee shall comply with all laws of the United States and of all states and territories in which the cars may be operated in the ordinary course of business, applying to or affecting the cars, and with all lawful acts, rules, regulations and orders of the Interstate Commerce Commission, and of all other commissions, boards, municipalities, legislatures or other representative, executive or judicial bodies or officers having, or exercising, any power, regulation or supervision over such cars, or any of them, provided however, that the Lessee shall not be required to pay any tax, assessment or other governmental charge so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the judgment of the Lessor, the rights and interests of the Lessor may be materially endangered.

SECTION 12. If the Lessee shall fail to pay the rentals above provided at the time or times when the same are due under the provisions of this lease, interest at the rate of 5% shall be payable upon the amount or amounts in default from the date of such default until paid, and, if the Lessee shall fail or omit to make any other payment or do anything which under the provisions of this lease it should make or do, then the Lessor itself may make such payments or do or cause such things to be done, but it shall not be obligatory upon the Lessor, its successor or assigns so to do. Any such payment made by the Lessor and the cost or expense to Lessor for and in and about the doing or causing to be done any such thing, shall be a charge against the Lessee which it hereby agrees to repay to Lessor, on demand, with interest at 5% per annum. The making by the Lessor of any such payment or the doing or causing to be done by it of any such things, shall not in any way prejudice or be a waiver of any rights herein reserved to the Lessor, or of any remedy available to the Lessor under this lease or otherwise because of such failure or omissions by the Lessee.

Section 13. The Lessee shall indemnify, protect and hold harmless the Lessor from and against any and all liability, claim, demand, cost, charge and expense, including royalty payment or payments and counsel fees, in any way imposed upon or accruing against the cars or against the Lessor, because of the use in the original construction of the cars or in their later repair or replacement, of any patented device, design or article (other than such as may be owned or controlled by the Lessor), furnished, specified or required by the Lessee.

SECTION 14. The Lessee shall not assign nor transfer this lease or any of its rights hereunder, nor transfer nor sublet the cars or any of them without Lessor's written consent first had and obtained, and shall not cause nor permit any of the cars to be

pledged or held for any taxes, debts or obligations by it owing, or to be in any manner encumbered, and shall not suffer the cars or any of them, to pass out of its control except in the ordinary course and conduct of the Lessee's business. A transfer through insolvency or under judicial process shall be deemed to be a breach of this covenant, and Lessor may declare this lease terminated in case of any sale, voluntary or involuntary assignment, transfer under judicial process or otherwise, sub-letting, pledging or encumbering (unless made according to the terms of this lease) of the cars or any of them; but the appointment of a temporary receiver or receivers for the Lessee shall not be deemed to be such a breach. Upon any such declaration of termination, this lease shall cease and terminate without legal proceedings for that purpose and without any right of redemption on the part of Lessee, its successors or assigns. Such declaration of termination shall entitle the Lessor to the same remedies as are conferred in case of a default by the Lessee in making the payments or fulfilling any of the other obligations herein provided. If the Lessee, as hereinabove provided, or otherwise, with the written consent of the Lessor, shall sell, transfer or assign its rights and interest in this lease or in or to the cars covered hereby, then this lease shall inure to the benefit of such purchaser, transferee or assignee who shall become and be bound and obligated by all the terms and provisions hereof to the same extent as Lessee is bound hereby; but no such sale, transfer or assignment shall operate to release or discharge Lessee from making the payments or from any of its obligations hereunder, unless Lessor, in writing, shall expressly so agree.

SECTION 15. The Lessee shall be entitled to the possession and use of the cars so long as it shall observe and fulfill the terms and obligations of this lease; but if the Lessee (a) shall default in the payment of said rental payments or any of them, at the time or times the same fall due, whether or not demand be made for the payment thereof, or, (b) shall make or suffer any unauthorized assignment of this lease or of its rights and interest in the cars or any of them, or sublet the same (except as hereinabove is provided), or (c) in the event of default in the due observance or performance of any of the terms, provisions, covenants, conditions or obligations of this lease, and such default shall continue for thirty days after written notice from the Lessor with respect thereto, then and in any such case, the Lessor shall be entitled to, and may at its option, enter upon the railroad and premises operated by the Lessee and retake the cars or any of them, and shall be entitled to collect, receive and retain all unpaid mileage or per diem charges then earned by the cars or any of them, to be applied against any rental payments then in default or against any other sums due to the Lessor under the terms of this lease. For the purpose of such taking of possession, the Lessor shall be entitled to enter upon and take and remove from the premises of the Lessee or wherever they may be found, all or any of the cars; and the Lessee agrees, without charge, to afford the Lessor every facility and give it every assistance so to do, including supplying of trackage space for the storing of such cars for a reasonable time. To aid in such retaking, the Lessee shall, as promptly as possible, upon the Lessor's written demand, deliver to the Lessor without cost or charge, the said cars and each of them, at such place or places as the Lessor shall reasonably require, and will, without expense to the Lessor, cause every railroad or other company then having possession or traffic use of such cars or any of them, to haul the same forthwith, in the usual manner, and at the usual speed of freight trains to such point or points as the Lessor shall reasonably designate. The Lessor shall, upon the application to any court of equity having jurisdiction in the premises, be entitled to a decree against the Lessee requiring specific performance of the agreements contained in this Section. Upon a retaking of the cars

or any of them, by the Lessor as herein provided, the Lessee agrees to relinquish all claim or rights in or to the same and no payments theretofore paid by the Lessee for the rent or use of the cars, or any of them, shall give to the Lessee any legal or equitable right, interest or title in or to said cars after such retaking.

SECTION 16. If at the end of the term for which the cars are hereby leased, the Lessee shall not have elected to exercise either of the options hereinafter given in Articles II and III, or if this lease shall be sooner terminated in accordance with the terms and conditions hereof, by reason of any default on the part of the Lessee in making the payments or performing any of its obligations hereunder, the Lessee covenants and agrees, without cost or charge to the Lessor, to surrender and deliver up to the Lessor all of the leased cars, at such place or places as the Lessor shall reasonably require, in as good condition as when received by the Lessee, ordinary wear and tear excepted, and in such case all rental payments theretofore made or due to the Lessor under this Article, shall be deemed to be liquidated compensation for the use of the cars by the Lessee up to that time, and no recourse shall be had against the Lessor for any sums paid by or due from the Lessee in accordance with the terms of this Article for taxes, assessments, licenses or other governmental charges, insurance, repairs or replacements of the cars or otherwise, but all such sums shall be deemed to be additional rentals paid or to be paid by the Lessee for the use of the cars.

ARTICLE II.

The Lessee, provided it shall not be in default in the payment of any of the rentals hereinbefore in Article I provided, as and when the same become due and payable, or in the performance or fulfillment of any other of its obligations under said Article, shall have the option at any quarterly rental payment date during the continuance of this lease, to purchase the cars, as an entirety, less any which may have been destroyed and paid for as provided in Section 9 of Article I. In such case the price per car to be paid by the Lessee shall be the balance of the sum of Twenty-two hundred forty-two and 98/100 dollars ($2242.98) after deduction of the excess of quarterly rental payments thereon up to that time made by the Lessee under the provisions of Article I, over and above an amount of interest at the rate of 5% per annum computed on diminishing balances of principal remaining due at the end of each prior quarterly rental period. Upon such purchase price being paid in full and upon full compliance by the Lessee with all other of its obligations under this Agreement, this lease and all the obligations of the Lessee hereunder shall terminate and the Lessor shall thereupon execute and deliver to the Lessee a bill of sale or such instrument of transfer as may reasonably be required by the Lessee, as evidence of its title to the cars and of its compliance with the terms of this lease to the end that the absolute ownership of the cars may then be vested in the Lessee, and the Lessor shall also execute and deliver to the Lessee such release or releases as may reasonably be required to release this Agreement upon the records in all places where the same shall have been filed or recorded under the terms hereof.

ARTICLE III.

SECTION 1. The Lessee shall also have the option, provided it shall not be in default in the observance of any of the obligations of this Agreement, and subject to the conditions of this Article, to elect at any quarterly rental payment date to purchase the cars, as an entirety, less any which may have been destroyed and paid for as provided in Section 9 of Article I, upon a deferred rental payment plan. In such case the price per car to be paid by the Lessee shall be the balance of the sum of Twenty-two hundred

forty-two and 98/100 dollars ($2242.98) after deduction of the excess of quarterly rental payments thereon up to that time paid by the Lessee under Article I, over and above an amount of interest at the rate of 5% per annum computed on diminishing balances of principal remaining due at the end of each prior quarterly rental period, and payment of the same shall be by deferred quarterly rental payments, each of which shall include interest at 5% per annum computed on diminishing balances of principal remaining due at the end of each prior quarterly rental period, the balance of the payment to be applied to reduction of principal, payable as hereinafter provided until the full purchase price with interest at 5% per annum shall have been fully paid.. In the event of such election under this Section, the Lessee covenants and agrees with the Lessor to accept delivery and possession of all of the cars so elected to be purchased, under this Article III, and covenants and agrees to pay to the Lessor rent hereunder which shall be sufficient to discharge the following items, when and as the same shall become due and payable;

(a) Quarterly payments at the rate of Ninety-one and 25/100 dollars ($91.25) for each car, payable on the first days of November, February, May and August in each year, beginning on the quarterly payment date next following the quarterly payment date at which the election provided for in this Article is made, until the full balance of said purchase price, with interest as aforesaid, shall have been fully paid.

(b) As and when due, any and all taxes, assessments, licenses and other governmental charges of every kind, assessed, rated, levied, charged or made against the cars.

It is expressly understood and agreed by and between the parties to this Agreement, that the delivery to and acceptance by the Lessee of the Leased equipment or any part thereof under this Article, shall not vest in the Lessee any property or title thereto or right or interest therein other than as is defined in this Agreement; and until payment by the Lessee of all of the rental payments as herein provided and until all the covenants, agreements and obligations of the Lessee under this Article shall have been fully performed and complied with as herein specified, the title to and ownership of said leased equipment, or any part of it, shall not pass to nor vest in the Lessee but shall remain and be in the Lessor; but the Lessee shall have and be entitled to the possession and use of the leased equipment, subject to the conditions of this lease, from the date of delivery and acceptance hereunder.

SECTION 2. Such election of the Lessee shall be evidenced by its written declaration, executed and acknowledged in the same manner as this lease, and delivered to the Lessor not less than thirty days prior to the quarterly payment date at which such election is to be effective, which declaration shall include an acceptance by the Lessee of delivery and possession of the cars under this Article III, and shall thereupon be filed for record in the same public office or offices as this lease, and in such other public office or offices as may then be required, and the term of this lease shall thereupon, IPSO FACTO, and subject to the provisions of this Article, be extended to the date of the maturity of the last of the deferred quarterly rental payments as evidenced by the notes next hereinafter, in Section 3, mentioned.

SECTION 3. With such declaration of election, Lessee shall deliver to the Lessor its duly executed promissory notes evidencing the aggregate quarterly rental payments specified in Section 1 of this Article, dated as of the quarterly payment date at which the election provided for in this Article is made, payable to the order of the Lessor at the Illinois Merchants Trust Company, Chicago, Illinois, on or before the respective quarterly payment dates specified above in Section 1, with interest after maturity at the rate of 5% per annum until paid, and shall also deliver to the Lessor at the same time, a duly certified copy of an order of the Interstate Commerce Commission authorizing

and approving the issuance of said notes, if such an order is necessary.

SECTION 4. In the event the Lessee shall exercise the option in this Article given, the provisions of Sections 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Article I shall be considered as incorporated in and a part of this Article III and shall be and remain in full force and be binding upon the parties hereto for the full extended term of this lease, and in such case the Lessor and the Lessee do FURTHER AGREE AS FOLLOWS:

SECTION 5. The Lessor may assign, transfer or pledge this lease and all its rights, privileges, powers and remedies hereunder, at any time and from time to time, on such terms and conditions as it may deem proper, and may pledge or assign all or any part of the rentals as evidenced by the said notes of the Lessee, but in the event of any sale, transfer, assignment or pledge of this lease, or of said rentals, the rights, powers, privileges and remedies herein given and reserved to the Lessor in the event of any default by the Lessee, shall remain in the Lessor to be exercised, if it deems best, as trustee of an express trust, but in its own name, for the use and benefit of all parties and interests, unless the Lessor shall expressly assign to another the rights, powers, privileges and remedies herein given and reserved to the Lessor in the event of default by the Lessee, either to the exclusive use and benefit of the assignee, or jointly and in common with the Lessor, in which event, such rights, powers, privileges and remedies, shall, by such assignment pass to and be vested in the assignee thereof, as and to the extent provided in and by any such assignment.

Section 6. Provided the Lessee shall not be in default in the fulfillment of any of its obligations hereunder, it shall have the right at any time, or from time to time, during the extended term of this lease in this Article provided, to anticipate payment of any or all of the rental payments to be made hereunder, by paying to the Lessor the balance of principal and the proportionate part of interest included therein to the date of payment.

SECTION 7. Upon the payment in full of all rentals as evidenced by the said notes of the Lessee with all interest included therein which shall have accrued to the date of payment, and upon full performance of all other of the conditions and provisions of this lease, the Lessor, at the Lessee's expense, shall execute and deliver to the Lessee a bill of sale or such instrument of transfer as may reasonably be required by the Lessee as evidence of its title to the cars and of its compliance with the terms of this lease, to the end that the absolute ownership of said cars may then be vested in the Lessee and shall also execute and deliver such release or releases as may reasonably be required to release this Agreement upon the records in all places where the same shall have been filed or recorded under the terms hereof.

SECTION 8. Upon the occurring of any of the contingencies specified in (a), (b) and (c) of Section 15 of Article I, all the remaining rentals payable under this Article and the notes evidencing the same, may, by the Lessor be declared to be immediately due and payable, and a retaking of the cars or any of them, by the Lessor, from the Premises of the Lessee or wherever they may be found as in Section 15 of Article I is provided, shall not be a bar to nor in any manner affect the right of the Lessor to recover upon such notes. Upon any such declaration of immediate maturity, the Lessor may sell the cars or any of them, with or without taking actual possession of the same, at public or private sale, and without the necessity of the presence of the cars so to be sold at the place of sale, in such manner, at such times, in such parcels and on such terms as the Lessor may deem advisable. The Lessor shall apply the net proceeds of said sale

or sales, after the repayment of all sums, if any, advanced by the Lessor for insurance, taxes and charges of every sort paid by it, and after deducting all expense of such sale or sales, and of the retaking, storing, holding and maintenance of the cars, if actually retaken, including compensation for the services of such attorneys, agents and servants as the Lessor may reasonably employ for the purposes aforesaid, to the payment of the total amount payable by and chargeable against the Lessee under the provisions of this Article. If the Proceeds of such sale or sales shall be more than sufficient to pay all of said amounts with interest, then the excess shall be paid to the Lessee as a rebate on the rentals previously paid by it for the use of such leased cars, but if there should be any deficit, then the Lessee shall pay said deficit on demand. No sale or taking possession of the cars or any of them, by the Lessor, shall in any way prejudice any other right or cause of action the Lessor may have under the terms of this lease or otherwise. Upon payment in full of all sums payable by the Lessee hereunder, this lease shall be canceled. The remedies herein given and provided for in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and in addition to any or all other remedies existing in law or in equity in its favor. The Lessee agrees to waive and relinquish and does hereby waive and relinquish the benefit and advantage of any valuation, stay and appraisement, extension or redemption law or laws now existing or which may hereafter be enacted, which, except for this provision, agreement and waiver, might be applicable to any sale of the cars or any of them, made or caused to be made by the Lessor for the enforcement of its rights and remedies under this lease, whether such sale be made under the specific provisions of this lease or by virtue of judicial decree in any suit, action or proceeding instituted by the Lessor, and the Lessee covenants that it will not in any manner set up or seek to take advantage of any present or future valuation, stay and appraisement, extension, redemption or any other law or laws which might or could tend to prevent, hinder or delay such absolute and irredeemable sale of the cars as might, except for such law or laws, be made by the Lessor or be directed, ordered or decreed by a court of competent jurisdiction in any suit, action or proceeding as aforesaid. In the event of any such sale, the Lessor, acting for itself or for any assignee or assignees of this lease, and any assignee to whom the rights, powers, privileges and remedies in case of default, shall have been assigned as in Section 5 of this Article is provided, may become the purchaser at any such sale or sales, and any purchaser at any such sale may apply, as cash, upon the bid price, the amount of the claim of such purchaser against the Lessee, whether represented by notes issued hereunder or otherwise, to the extent that such claim would be entitled to share in the distribution of the proceeds of sale if the bid price were paid entirely in cash, but any such claim shall be deemed to be paid, however, only to the extent it shall be so applied.

SECTION 9. Wherever provision is made in this lease for any notice or demand to or upon the Lessee, or if at any time, the Lessor shall desire to give notice to or make any demand upon the Lessee, the same may be given or made by depositing a written statement thereof, enclosed in a postpaid wrapper in any United States Post Office directed to the Lessee at its principal office or place of business in Minneapolis, Minnesota, and an affidavit by any person so depositing such notice in respect of such mailing shall be deemed to be and shall be evidence of the giving and receipt of such notice and of the making of such demand.

ARTICLE IV.

SECTION 1. No recourse under any obligation, covenant or agreement of this lease shall be had against any stockholder, officer or director of the Lessee by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this lease shall be solely a corporate obligation, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of any such corporation, under or by reason of any of the obligations, covenants or agreements contained in this lease, and that any and all personal liability, either at common law or in equity or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this lease.

SECTION 2. Except as otherwise herein expressly indicated, the term "Lessor" and "Lessee" shall mean the parties so herein described and their respective successors and assigns.

SECTION 3. For the purpose of preserving Lessor's rights and of enforcing any remedy to which it may be entitled, this Agreement shall be deemed to continue and be in effect until the full amount of the rentals, with interest thereon as herein provided and the further payments, conditions and obligations provided for herein shall have been fully paid and satisfied and all of the covenants, obligations and agrements on the part of the Lessee in this lease shall have been fully performed. A failure on the part of the Lessor to promptly enforce any of the remedies given in this Agreement in case of default of the Lessee in the performance of any of its obligations hereunder shall in no case be construed as a waiver of its right so to do.

SECTION 4. Loss, damage to or destruction of the cars by fire, accident or casualty or through a so-called act of God, VIS MAJOR or other fortuitous occurence, after delivery thereof to the Lessee, shall not excuse performance by the Lessee of any of its obligations under this Agreement.

SECTION 5. This agreement may be simultaneously executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, and shall be filed or recorded in such states and counties in which the Lessee now operates or may hereafter operate its lines of railroad, as, by law, may be required in order to protect the title or lien of the Lessor as herein reserved to or upon the said leased equipment.

The Lessee shall reimburse the Lessor for any expense that may be incurred attending the making, execution, acknowledgment, filing or recording of this Agreement, and of any other agreements, bills of sale or other instruments of transfer preliminary to or necessary in connection therewith, and of such further or supplemental instruments, if any, as by the Lessor shall be deemed advisable, necessary or expedient, without prejudice to the intent of this instrument, effectually to protect and enforce the Lessor's rights hereunder and to protect its title to the cars.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be affixed, attested by their respective Secretaries or Assistant Secretaries as of the day and year first above written.

PULLMAN CAR & MANUFACTURING CORPORATION

By D. A. Crawford
President.

Attest:

S. W. Gehr
Secretary.

(CORPORATE SEAL)

In the presence of:

W. E. Luce

E. E. Peterson

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY,

By C. T. Joffray
President.

Attest:

W. R. Harley
Secretary.

(CORPORATE SEAL)

In the presence of:

R. E. Davies

E. M. Edlund

STATE OF ILLINOIS)
(SS.
COUNTY OF COOK.)

I, the undersigned, a Notary Public of said State, in and for and residing in said county, DO HEREBY CERTIFY that on this 27th day of July, 1927, personally appeared before me D. A. Crawford and S. W. Gehr, to me personally known to be the identical persons whose names are subscribed to the above instrument in writing bearing date the 15th day of July, 1927, as President and Secretary, respectively, of Pullman Car & Manufacturing Corporation, a corporation described in said agreement and one of the makers thereof, and being by me duly sworn did depose and say that they, respectively, reside in Chicago, in the State of Illinois; that they are the President and Secretary, respectively, of said corporation, authorized by said corporation to execute and acknowledge deeds, contracts and other writings of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed by them on behalf of said corporation, by its authority duly given, and they acknowledged the said instrument to be the act and deed of said corporation, and by them as its President and Secretary, respectively, thereunto duly authorized, voluntarily done and executed, and that they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, and as their own free and voluntary act as such President and Secretary, respectively, for the uses and the purposes therein set forth.

GIVEN under my hand and notarial seal the day and year first above written.

Geo. H. Case
NOTARY PUBLIC, COOK COUNTY, ILLINOIS.

My commission expires August 13th 1928.

(NOTARIAL SEAL)

STATE OF MINNESOTA)
(SS.
COUNTY OF HENNEPIN)

I, the undersigned, a Notary Public of said State, in and for and residing in said county, DO HEREBY CERTIFY that on this 25th day of July, 1927, personally appeared before me C. T. Joffray and W. R. Harley, to me personally known to be the identical persons whose names are subscribed to the above instrument in writing, bearing date the 15th day of July, 1927, as.....President and .....Secretary, respectively, of Minneapolis, St. Paul & Sault Ste. Marie Railway Company, a corporation described in said agreement and one of the makers thereof, and being by me duly sworn did depose and say that they, respectively, reside in Minneapolis, in the State of Minnesota; that they are the ..... President and .....Secretary, respectively, of said corporation, authorized by said corporation to execute and acknowledge deeds, contracts and other writings of said corporation, and that the seal affixed to said instrument

is the corporate seal of said corporation; that said instrument was signed and sealed by them on behalf of said corporation, by its authority duly given, and they acknowledged the said instrument to be the act and deed of said corporation, and by them as its .....President and .....Secretary, respectively, thereunto duly authorized, voluntarily done and executed, and that they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, and as their own free and voluntary act as such ..... President and ..... Secretary, respectively, for the uses and the purposes therein set forth.

GIVEN under my hand and notarial seal the day and year first above written.

C. W. Arine,
NOTARY PUBLIC, HENNEPIN COUNTY, MINNESOTA.

(NOTARIAL SEAL)

My commission expires Jan 13, 1932.

C. W. Arine,
Notary Public, Hennepin County, Minn.
My commission expires Jan. 13th, 1932.

State of Wisconsin
DEPARTMENT OF STATE
Received this 29 day of
July A. D. 1927 at 1:30
o'clock P. M. and recorded in Vol 7
27 of R. R. Mortgages
on page 32-432 inc
Robert L. Siebecker
Secretary of State

Supplemental Indenture dated October 1, 1927
with respect to creation of
Refunding and First Mortgage Gold Bonds, 5% Series due 1967

Execution Data of The Milwaukee Electric Railway and Light Company

---

Edwin Gruhl, Vice President

Attest: F. H. Piske, Assistant Secretary

Witnesses:

E. Rosquist
Reed Hartel

Notary Public: Gertrude A. Ryan

Execution Date of Central Union Trust Company of New York

F. Wolfe, Assistant Vice President

Attest: J. T. Harrigan, Assistant Secretary

Witnesses:

F. E. Egly
F. Walter

Notary Public: T. J. Haugh

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SUPPLEMENTAL INDENTURE

Dated October 1, 1927

THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY

to

CENTRAL UNION TRUST COMPANY OF NEW YORK,

Trustee

Supplemental to Refunding and First Mortgage, Dated June 1, 1921, of the Milwaukee Electric Railway and Light Company

SUPPLEMENTAL INDENTURE, dated as of the first day of October, in the year one thousand nine hundred and twenty-seven, between The Milwaukee Electric Railway and Light Company, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and Central Union Trust Company of New York, a corporation organized and existing under the laws of the State of New York, as Trustee under the Indenture of Mortgage hereinafter mentioned (hereinafter called the "Trustee"), party of the second part.

WHEREAS, the Company has heretofore executed and delivered its Indenture of Mortgage (hereinafter referred to as the "Original Indenture"), dated as of June 1, 1921, to the Trustee, for the security of the Refunding and First Mortgage Gold Bonds of the Company, and pursuant to the terms and provisions of the Original Indenture, and particularly to the provisions of Article XIII thereof, indentures dated, respectively, June 1, 1921, October 16, 1922, September 12, 1923, February 21, 1924, August 1, 1926, January 28, 1927, July 30, 1927 and October 1, 1927, supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustee; and

WHEREAS, such Refunding and First Mortgage Gold Bonds have been issued by the Company, prior to the date hereof, as follows, viz.:

(1) Bonds of Series A in the principal amount of $5,000,000, all of which have heretofore been redeemed and/or otherwise retired by the Company;

(2) Bonds of Series B in the principal amount of $23,925,000, of which $665,500 in principal amount have been retired prior to the date hereof under the provisions of Article Iv of said Supplemental Indenture dated October 16, 1922, and $23,259,500 in principal amount are outstanding at the date hereof; and

(3) Bonds of Series C in the principal amount of $10,000,000, all of which have heretofore been redeemed and/or otherwise retired by the Company;

and, accordingly, of the bonds so issued $23,259,500 in principal amount of bonds of Series B are outstanding at the date hereof; and

WHEREAS, there have heretofore been delivered to and deposited with the Trustee and are held by it in pledge, at the date hereof, under the Original Indenture, underlying bonds as follows, viz.:

Thirteen million eight hundred sixty-eight thousand dollars ($13,868,000) in principal amount of General and Refunding Mortgage Gold Bonds of the Company, issued under and secured by the General and Refunding Mortgage and Deed of Trust,

dated December 1, 1911, made by the Company to Bankers Trust Company, as Trustee; and

Ten million one hundred ninety-four thousand five hundred dollars ($10,194,500) in principal amount of General Mortgage Gold Bonds, issued under and secured by the General Mortgage and Deed of Trust, dated November 1, 1918, made by Milwaukee Light, Heat & Traction Company to Bankers Trust Company, as Trustee; and

WHEREAS, the Company is entitled under the provisions of Section 3 of Article II of the Original Indenture to the authentication and delivery of two million five hundred thousand dollars ($2,500,000) in principal amount of bonds against the delivery to and deposit with the Trustee of the following underlying bonds specified in said Section 3 of Article II of the Original Indenture, viz.:

(1) under the provisions of Section 3(c) of said Article II:

Four hundred eighty thousand dollars ($480,000) in principal amount of General and Refunding Mortgage Gold Bonds, Series A, of the Company (being a portion of the one million dollars ($1,000,000) in principal amount of said bonds heretofore deposited, as recited in the Original Indenture, under a certain indenture between the Company and First Trust Company, dated July 1, 1916); and

(2) under the provisions of Section 3 (f) of said Article II:

Two million twenty thousand dollars ($2,020,000) in principal amount of General Mortgage Gold Bonds, Series E, issued under and secured by the General Mortgage and Deed of Trust, dated November 1, 1918, made by Milwaukee Light, Heat & Traction Company to Bankers Trust Company, as Trustee; and

WHEREAS, the Company has in all respects complied with the provisions of the Original Indenture so as to be entitled at this time under the provisions of the Original Indenture to execute and to have authenticated and delivered by the Trustee two million five hundred thousand dollars ($2,500,000) in principal amount of bonds to be issued under the terms of the Original Indenture as hereinbefore specified; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under and by virtue of the provisions of the Original Indenture, and with the assent and approval of all those who shall hereafter in any manner take and hold any bonds whatsoever now or hereafter issued thereunder and pursuant to resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a supplemental indenture in the form hereof for the purposes herein provided; and

WHEREAS, the Original Indenture provides that said bonds shall be issuable in one or more series, and makes provision that the denominations, rate of interest, date of maturity, redemption price, sinking fund provisions and covenants of the Company in regard to payment of taxes and certain other provisions and agreements in respect of the bonds of any particular series issued thereunder, may be expressed in a supplemental indenture to be made by the Company to the Trustee thereunder; and

WHEREAS, the Company desires by this Supplemental Indenture to create a new series of bonds to be designated "5% Series due 1967", and further desires, for the better security and protection of the bonds now or hereafter issued under the Original Indenture, and pursuant to the provisions herein contained, to evidence by the execution of this Supplemental Indenture the deposit in pledge under the Original Indenture of certain bonds as hereinafter specified; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instruement in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That The Milwaukee Electric Railway and Light Company, in consideration of the premises and of one dollar ($1.00) to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, in order to secure the payment both of the principal and interest of the bonds now or hereafter issued under the Original Indenture according to their tenor and effect, has mortgaged, pledged, assigned, transferred and set over, and by these presents does mortgage, pledge, assign, transfer and set over unto Central Union Trust Company of New York, as Trustee under said Indenture of Mortgage dated June 1, 1921, and to its successors in said trust, and to its and their assigns forever, all the following described mortgage bonds, now delivered to the Trustee in pledge, viz.:

Four hundred eighty thousand dollars ($480,000) in principal amount of General and Refunding Mortgage Gold Bonds, Series A, of the Company, dated December 1, 1911, issued under and secured by the General and Refunding Mortgage and Deed of Trust, dated December 1, 1911, made by the Company to Bankers Trust Company, as Trustee, being in addition to thirteen million eight hundred sixty-eight thousand dollars ($13,868,000) in principal amount of said General and Refunding Mortgage Gold Bonds heretofore deposited with the Trustee in pledge under the Original Indenture; and

Two million twenty thousand dollars ($2,020,000) in principal amount of General Mortgage Gold Bonds, Series E, issued under and secured by the General Mortgage and Deed of Trust, dated November 1, 1918, made by Milwaukee Light, Heat & Traction Company to Bankers Trust Company, as Trustee, being in addition to ten million one hundred ninety-four thousand five hundred dollars ($10,194,500) in principal amount of said General Mortgage Gold Bonds heretofore deposited with the Trustee in pledge under the original Indenture.

TO HAVE AND TO HOLD ALL of the said bonds mortgaged and pledged by the Company as aforesaid, together with all properties, real, personal and mixed, and securities mortgaged, pledged and conveyed by the Company in and by the terms of the Original Indenture and the indentures supplemental thereto, or intended so to be, unto the Trustee and its successors and assigns forever.

IN TRUST NEVERTHELESS, upon the terms and trusts in the Original Indenture and the indentures supplemental thereto, including this Supplemental Indenture, set forth, for the equal and proportionate benefit and security of those who shall hold the bonds and coupons issued and to be issued thereunder, or any of them, without preference of any of said bonds and coupons over any others thereof by reason of priority in the time of issue and negotiation thereof, or otherwise howsoever.

AND it is hereby covenanted, declared and agreed by and between the parties hereto as follows:

ARTICLE I.

CREATION OF 5% SERIES DUE 1967 AND FORM OF BONDS.

SECTION I. The Company hereby creates a new series of bonds to be issued under and secured by the Original Indenture, to be designated "5% Series due 1967". The initial issue of said bonds shall consist of bonds of the principal amount of two million five

hundred thousand dollars ($2,500,000), to be issued as hereinbefore recited. The coupon bonds of the 5% Series due 1967 shall be dated June 1, 1921, and all of the bonds of said series shall mature October 1, 1967, and shall bear interest at the rate of five per centum (5%) per annum, payable on the first days of April and October in each year. The principal of and interest on the bonds of the 5% Series due 1967 shall be payable at the office or agency of the Company in the Borough of Manhattan, City of New York. Said bonds of the 5% Series due 1967 shall be coupon bonds, registerable as to principal, of the denominations of $1,000 and $500, numbered respectively from M1 and D1 upwards, and registered bonds without coupons, of the denomination of $5,000, numbered from RV1 upwards. The Company may hereafter, if it shall desire to do so, provide for the issue of bonds of the 5% Series due 1967 as coupon bonds of the denomination of $100 and as registered bonds without coupons of the denomination of $1,000 and/or any multiple or multiples thereof.

SECTION 2. The coupon bonds, the coupons to be attached thereto, and the registered bonds without coupons of the 5% Series due 1967 shall be substantially in the following forms, respectively:

[Form of Coupon Bond]

UNITED STATES OF AMERICA

State of Wisconsin

THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY

Refunding and First Mortgage Gold Bond,

5% Series due 1967

No..... $.....

THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to the bearer or, if this bond be registered, to the registered holder hereof, on the first day of October, 1967, at the office or agency of the Company in the Borough of Manhattan, City of New York, the sum of dollars in gold coin of the United States of America of or equal to the standard of weight and fineness existing June1, 1921, and to pay interest thereon from the first day of June, 1921, at the rate of five per cent. (5%) per annum, in like gold coin, payable at said office or agency on the first day of April and the first day of October in each year, according to the tenor and upon presentation and surrender of the respective coupons hereto attached, until such principal shall be paid.

The interest on this bond is payable without deduction for any Federal income tax with respect to income derived from such interest which the Company or the Trustee or any paying agent may be required or permitted to pay thereon or to deduct or retain therefrom, under any present or future law or requirement of the United States of America, up to but not in excess of two per cent. (2%) per annum of such interest.

This bond is one of an authorized issue of bonds of the Company, known as its Refunding and First Mortgage Gold Bonds, all issued and to be issued in one or more series, under and equally secured by an Indenture of Mortgage (hereinafter called the "Mortgage), dated June 1, 1921, executed by the Company to Central Union Trust Company of

New York, as Trustee, to which Mortgage and all instruments supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds and of the Trustee in respect thereto and the terms, restrictions and conditions upon which the bonds are secured. As provided in the Mortgage, said bonds may be for various principal sums and are issuable in series, which may mature at different times, may bear interest at different rates, and may otherwise vary as in said Mortgage provided. This bond is one of a series designated as the Refunding and First Mortgage Gold Bonds, 5% Series due 1967, of the Company, issued under and secured by the Mortgage and described in an indenture (herein called the "Supplemental Indenture dated October 1, 1927"), dated October 1, 1927, executed by the Company to the Trustee, supplemental to the Mortgage.

This bond, at the option of the Company, is subject to redemption on any semi-annual interest date prior to maturity, as follows: at one hundred six per cent (106%) of the principal amount hereof if redeemed on or before October 1, 1932; at one hundred five per cent. (105%) of the principal amount hereof if redeemed thereafter and on or before October 1, 1937; with said redemption price of one hundred five per cent. (105%) successively reduced one-half of one per cent. (1/2 of 1%) of such principal amount during each successive two years' period thereafter to and including October 1, 1945, and one-quarter of one per cent (1/4 of 1%) of such principal amount during each successive two years' period thereafter to and including October 1, 1965; and at one hundred and one-quarter per cent. (100¼%) of such principal amount if redeemed thereafter and prior to maturity, together in each case with interest accrued to the date fixed for redemption, upon four weeks' published notice in the Borough of Manhattan, City of New York (the first publication to be not less than thirty days before the redemption date), on the conditions and in the manner provided in the Mortgage and in the Supplemental Indenture dated October 1, 1927. Interest shall cease to accrue on this bond if called for redemption and payment therefor duly provided, as specified in the Mortgage, from and after the date fixed for redemption.

The principal hereof may also become due on the conditions, in the manner and at the times set forth in the Mortgage, if default be made in the payment of interest on any of the bonds of this issue or in the performance of certain covenants of the Mortgage

This bond is transferable by delivery except while registered as to principal. This bond may, from time to time, be registered as to principal in the owner's name upon the books of the Company at its said office or agency, in the Borough of Manhattan, City of New York, and such registration shall be noted hereon, after which no valid transfer hereof can be made, except on said books, until after registered transfer to bearer, but after such registered transfer to bearer, this bond shall be again transferable by delivery. Such registration, however, shall not affect the negotiability of the coupons, which shall always be payable to bearer and transferable by delivery.

Any coupon bond or bonds of this series with all unmatured coupons attached may be surrendered at said office or agency of the Company in exchange for another coupon bond or bonds of this series of a different authorized denomination or denominations with all unmatured coupons attached and of an equal principal amount, or, in like manner, in exchange for a registered bond or bonds without coupons of this series of an authorized denomination or denominations and of an equal principal amount, bearing interest from the interest payment day next preceding the date thereof (each registered bond without coupons to be dated as of the time of issue, unless issued on an interest payment date in which event it shall be dated as of the day next following such interest payment date), all as provided in the Mortgage and upon payment of the charges therein prescribed.

No recourse shall be had for the payment of the principal or interest of this bond against any incorporator, stockholder, director or officer, present or future, of the Company, either directly or through the Company, under any statute or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by statute or otherwise, of incorporators, stockholders, directors and officers being released by the holder hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become obligatory until Central Union Trust Company of New York, the Trustee under the Mortgage, or a successor trustee thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, The Milwaukee Electric Railway and Light Company has caused this bond to be signed in its name by its President or a Vice President and its corporate seal to be hereto affixed and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the fac-simile signature of its Treasurer to be attached hereto, this first day of June, 1921.

THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY,
By

Vice President.

Attest:

Assistant Secretary.

[FORM OF COUPON]

No..... 5% SERIES DUE 1967 $.....

On the day of , 19 , THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY will pay to bearer, at its office or agency in the Borough of Manhattan, City of New York, dollars in gold coin, without deduction for any Federal income tax up to but not in excess of two per cent. per annum of such interest, as specified in its Refunding and First Mortgage Gold Bond, 5% Series due 1967, No....., being six months' interest then due on said bond. This coupon will not be payable if said bond shall have been called for previous redemption.

Treasurer.

[FORM OF REGISTERED BOND WITHOUT COUPONS]

UNITED STATES OF AMERICA

State of Wisconsin

THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY

Refunding And First Mortgage Gold Bond,

5% Series due 1967

No..... $.....

THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to or registered assigns, on the first day of October, 1967, at the office or agency of the Company in the Borough of Manhattan, City of New York, the sum of dollars in gold coin of the United States of America, of or equal to the Standard of weight and fineness existing June 1, 1921, and to pay to the registered holder hereof interest thereon from the interest day (April first or October first) next preceding the date of this bond, at the rate of five per cent. (5%) per annum, in like gold coin, payable at said office or agency on the first day of April and the first day of October in each year, until such principal shall be paid.

The interest on this bond is payable without deduction for any Federal income tax with respect to income derived from such interest which the Company or the Trustee or any paying agent may be required or permitted to pay thereon or to deduct or retain therefrom, under any present or future law or requirement of the United States of America, up to but not in excess of two per cent. (2%) per annum of such interest.

This bond is one of an authorized issue of bonds of the Company, known as its Refunding and First Mortgage Gold Bonds, all issued and to be issued in one or more series, under and equally secured by an Indenture of Mortgage (hereinafter called the "Mortgage"), dated June 1, 1921, executed by the Company to Central Union Trust Company of New York, as Trustee, to which Mortgage and all instruments supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds and of the Trustee in respect thereto and the terms, restrictions and conditions upon which the bonds are secured. As provided in the Mortgage, said bonds may be for various principal sums and are issuable in series, which may mature at different times, may bear interest at different rates, and may otherwise vary as in said Mortgage provided. This bond is one of a series designated as the Refunding and First Mortgage Gold Bonds, 5% Series due 1967, of the Company, issued under and secured by the Mortgage and described in an indenture (herein called the "Supplemental Indenture dated October 1, 1927"), dated October 1, 1927, executed by the Company to the Trustee, supplemental to the Mortgage.

This bond, at the option of the Company, is subject to redemption on any semi-annual interest date prior to maturity, as follows: at one hundred six per cent. (106%) of the principal amount hereof if redeemed on or before October 1, 1932; at one hundred five per cent. (105%) of the principal amount hereof if redeemed thereafter and on or before October 1, 1937; with said redemption price of one hundred five per cent. (105%) successively reduced one-half of one per cent. (½ of 1%) of such principal amount during each successive two years' period thereafter to and including October 1, 1945, and one-quarter of one per cent. (¼ of 1%) of such principal amount during each successive two years' period thereafter to and including October 1, 1965; and at one hundred and one-quarter per cent. (100¼%) of such principal amount if redeemed thereafter and prior to maturity, together in each case with interest accrued to the date fixed for redemption, upon four weeks' published notice in the Borough of Manhattan, City of New York (the first publication to be not less than thirty days before the redemption date), on the conditions and in the manner provided in the Mortgage and in the Supplemental Indenture dated October 1, 1927. Interest shall

cease to accrue on this bond if called for redemption and payment therefor duly provided, as specified in the Mortgage, from and after the date fixed for redemption.

The principal hereof may also become due on the conditions, in the manner and at the time set forth in the Mortgage, if default be made in the payment of interest on any of the bonds of this issue or in the performance of certain covenants of the Mortgage.

This bond is transferable by the registered holder hereof, in person or by his duly authorized attorney, on the books of the Company to be kept at its said office or agency in the Borough of Manhattan, City of New York, upon surrender and cancellation of this bond and on presentation of a written instrument of transfer, duly executed, and, thereupon, a new registered bond of the same series will be issued to the transferee in exchange herefor, and this bond, with or without others of like form and series may in like manner be exchanged for one or more new registered bonds of the same series of higher or lower authorized denominations, but of the same aggregate principal amount; or the registered holder of this bond, at his option, may in like manner surrender the same for cancellation in exchange for a like amount of the principal thereof in coupon bonds of the same series of authorized denominations, with coupons attached maturing on and after the next ensuing interest date, all as provided in the Mortgage and upon payment of the charges therein prescribed.

No recourse shall be had for the payment of the principal or interest of this bond against any incorporator, stockholder, director or officer, present or future, of the Company, either directly or through the Company, under any statute or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by statute or otherwise, of incorporators, stockholders, directors and officers being released by the holder hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become obligatory until Central Union Trust Company of New York, the Trustee under the Mortgage, or a successor trustee thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, The Milwaukee Electric Railway and Light Company has caused this bond to be signed in its name by its President or a Vice President and its corporate seal to be hereto affixed and attested by its Secretary or an Assistant Secretary this

day of , 19 .

THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY,

By

Vice President.

Attest:

Assistant Secretary.

ARTICLE II.

Redemption.

The bonds of the 5% Series due 1967 shall be redeemable, on the conditions and in the manner provided in the Original Indenture, at the election of the Company, prior to maturity as a whole, or in part from time to time, on any semi-annual interest date, as follows, viz.:

At one hundred six per cent. (106%) of the principal amount thereof if redeemed on or before October 1, 1932; at one hundred five per cent. (105%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1937; at one hundred four and one-half per cent. (104½%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1939; at one hundred four per cent. (104%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1941; at one hundred three and one-half per cent. (103½%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1943; at one hundred three per cent. (103%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1945; at one hundred two and three-quarters per cent. (102¾%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1947; at one hundred two and one-half per cent. (102½%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1949; at one hundred two and one-quarter per cent. (102¼%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1951; at one hundred two per cent. (102%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1953; at one hundred one and three-quarters per cent. (101¾%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1955; at one hundred one and one-half per cent. (101½%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1957; at one hundred one and one-quarter per cent. (101¼%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1959; at one hundred one per cent. (101%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1961; at one hundred and three-quarters per cent. (100¾%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1963; at one hundred and one-half per cent. (100½%) of the principal amount thereof if redeemed thereafter and on or before October 1, 1965; at one hundred and one-quarter per cent. (100¼%) of the principal amount thereof if redeemed thereafter and prior to maturity. In every case of redemption, interest shall be paid to the date fixed for redemption.

pay thereon or to deduct or retain therefrom under any present or future law or requirement of the United States of America, up to but not in excess of two per cent. (2%) per annum of such interest.

ARTICLE IV.

Pledged Bonds.

Upon any sale or sales of any of the $14,348,000 in principal amount of General and Refunding Mortgage Gold Bonds of the Company, or of any of the $12,214,500 in principal amount of General Mortgage Gold Bonds issued under and secured by the General Mortgage and Deed of Trust, dated November 1, 1918, made by Milwaukee Light, Heat & Traction Company to Bankers Trust Company, as Trustee, specifically mortgaged and

pledged by the Company under the Original Indenture and/or the indentures supplemental thereto, including this Supplemental Indenture, and upon any sale or sales of any bonds of one or more of the issues of bonds specified in Section 3 of Article II of the Original Indenture which may, after the date of this Supplemental Indenture, be delivered by the Company to the Trustee in pledge thereunder, whether made under the power of sale given in the Original Indenture or under judgment or decree of court or otherwise, none of said bonds so mortgaged and pledged shall be sold except upon such terms and conditions as may be required by law and by the orders of the Railroad Commission of Wisconsin authorizing the pledge of said bonds, and except at a price not less than seventy - five per cent. (75%) of the par value thereof.

ARTICIE V.

CONFIRMATION OF ORIGINAL INDENTURE AND INDENTURES SUPPLEMENTAL THERETO.

So far as the Original Indenture of June 1, 1921, is supplemented, modified or amended by the terms and provisions of any of the indentures supplemental thereto, including this Supplemental Indenture, such supplements, modifications and amendments shall be deemed to be, and are hereby accepted for, by and on behalf of the successive holders of each and every of the bonds of the 5% Series due 1967 and of the coupons appertaining thereto which may now or hereafter be issued and outstanding. The Original Indenture of June 1, 1921, as supplemented, modified or amended, as aforesaid, is hereby in all respects confirmed.

ARTICIE VI.

The Trustee.

The Trustee hereby accepts the trusts hereby declared and provided and agrees to perform the same upon the terms and conditions in the Original Indenture and the indentures supplemental thereto, including this Supplemental Indenture, set forth and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Nor shall the Trustee be answerable or accountable for anything whatsoever in connection with this Supplemental Indenture except for its own wilful misconduct or gross negligence. In general, each and every term and condition contained in Article XII of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make such terms and conditions conform to this Supplemental Indenture.

ARTICLE VII.

Miscellaneous Provisions.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY and said CENTRAL UNION TRUST COMPANY OF NEW YORK have caused these presents to be signed in their respective corporate names by their respective Vice Presidents or Assistant Vice Presidents, and impressed with their respective corporate seals, attested and countersigned by their respective Secretaries or Assistant Secretaries, all as of the day and year first above written.

THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY,

By Edwin Gruhl
Vice President.

Attest:

F. H. Piske
Assistant Secretary.

Signed, sealed and delivered by The Milwaukee Electric Railway and Light Company, in the presence of: (CORPORATE SEAL)

E. Rosquist
Reed Hartel

CENTRAL UNION TRUST COMPANY OF NEW YORK,
By
F. Wolfe
Vice President.

Attest:

J. T. Harrigan
Assistant Secretary.

Signed, sealed and delivered by Central Union Trust Company of New York, in the presence of: (SEAL)

F. E. Egly
F. Walter

STATE OF NEW YORK,)
SS.:
County of New York,)

On this 4th day of November, 1927, before me personally appeared Edwin Gruhl and F. H. Piske, to me personally known, who being by me severally duly sworn, did say that Edwin Gruhl is a Vice President and F. H. Piske is an Assistant Secretary of The Milwaukee Electric Railway and Light Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Edwin Gruhl and F. H. Piske severally acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

GERTRUDE A. RYAN

Notary Public, Richmond Co.
New York Co Clerk's No. 288
New York Co. Register's No. 8244
Term Expires March 30, 1928

STATE OF NEW YORK,) No.....83274..... Series B Form 2
ss.:
County of New York,)

I, WILLIAM T. COLLINS, 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 .....GERTRUDE A. RYAN..... 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 Richmond, 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

(SEAL)

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 acquanted 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 Nov. 1927.

WILLIAM T. COLLINS
Clerk.

STATE OF NEW YORK,)
County of New York,) SS.:

On this 4 day of November, 1927, before me personally appeared F. Wolfe and J. T. Harrigan, to me personally known, who being by me severally duly sworn, did say that F. Wolfe is an Ass't Vice President and J. T. Harrigan is an Assistant Secretary of Central Union Trust Company of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, andthat said instrument was signed and sealed in behalf of said corporation by authority of its Board of Trustees; and said F. Wolfe and J. T. Harrigan severally acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

T. J. Haugh
Notary Public
Queens Co. No. 725
Ctf. filed in N. Y. No. 379 N. Y. Reg. No. 9317
Terms expires Mar. 30, 1929

STATE OF NEW YORK,)
County of New York,) ss.:

No. ....83301.....Series B Form 2

I, William T. Collins, 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 .....T. J. HAUGH..... 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 Queens 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.

(SEAL)

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 Nov. 1927.

William T. Collins
Clerk.

State of Wisconsin
DEPARTMENT OF STATE.
Received this 8th day of Nov. A. D. 1927 at 10 o'clock A. M and recorded in Vol 27 of R. R. Mortgs. on page 44-56 Incl.
Robert L. Siebecker
Assistant Secretary of State.

Indexed 3rd

CHICAGO NORTH SHORE AND MILWAUKEE
RAILROAD COMPANY

E Q U I P M E N T T R U S T
Series F

Agreement to lease equipment to Railroad
Lease of Equipment to Railroad
Assignment of Lease and Agreement for issue
of certificates

Dated December 1, 1927

THIS AGREEMENT, made this first day of December, 1927, by and between Aksel K. Bodholdt, of Chicago, Illinois, (hereinafter called "Bodholdt"), party of the first part, and Chicago North Shore and Milwaukee Railroad Company, a corporation under the laws of the State of Illinois, (hereinafter called "The Company"), party of the second part, Witnesseth:

That the parties mutually covenant and agree as follows:

1. The said Bodholdt agrees to lease to The Company and The Company agrees to rent from the said Bodholdt:

Fifteen (15) 55'3¼" Double Truck Interurban Passenger Motor Cars completely equipped with four Westinghouse Electric No. 557-R-5 Motors, Double End H. L. F. Control, Westinghouse Traction Brake Company's A. M. U. Double End Air Brakes and Baldwin No. 84-30-AA Trucks. Said cars being numbered from 737 to 751, both inclusive.

Two (2) 55'3¼" Double Truck Interurban Dining Control Trailer Cars completely equipped with Westinghouse Electric Double End H. L. F. Control, Westinghouse Traction Brake Company's A. T. U. Double End Air Brakes and Baldwin No. 84-30-AA Trucks. Said cars being numbered 418 and 419.

One (1) 55'3¼" Double Truck Interurban Observation Parlor Trailer Car completely equipped with Westinghouse Electric H. L. F. Control, Westinghouse Traction Brake Company's A. T. U. Air Brakes and Baldwin No. 84-30-AA Trucks. Said car being numbered 420.

Ten (10) 51'0" Double Truck City Motor Cars completely equipped with four General Electric No. 265-A Motors, Double End Platform Control, Westinghouse Traction Brake Company's Safety Car Air Brakes and St. Louis Car Company's No. E. I. B. -64 Trucks. Said cars being numbered from 351 to 360, both inclusive.

Two (2) 40'0" Double Truck General Electric Company's Class B-B130-EB sixty-five ton Combination Storage Battery and Trolley Electric Locomotives complete with No. 251-A Motors, type M Control, Schedule E L Air Brakes and two four-wheel Trucks. Said Locomotives being numbered 455 and 456.

(Delivery of the interurban motor cars, the dining cars, and the parlor car to be made to The Company on the tracks of the Belt Railway of Chicago at the 22d Street and 46th Avenue siding in the City of Chicago and delivery of the electric locomotives and the city motor cars to be made to The Company on its tracks at Highwood, Illinois, deliveries to commence on December 1, 1927, or as soon thereafter as may be), for the term of fifteen (15) years under lease dated December 1, 1927, and to be in such form as shall be satisfactory to counsel for the said Bodholdt; by the terms of which lease The Company will covenant and agree to pay to said Bodholdt as rent or hire for said cars the sum of approximately Eight Hundred Ninety-four Thousand One Hundred and Fifty-One Dollars and Thirty-six Cents ($894,151.36) of which amount, Seven Hundred and Twenty Thousand Dollars ($720,000), shall be paid in ten (10) equal annual installments of Seventy-two Thousand Dollars ($72,000) each, the first installment being payable December 1, 1933; approximately ten per cent (10%), namely, Eighty-four Thousand Dollars ($84,000), shall be paid in ten (10) equal annual installments of Eight Thousand Four Hundred Dollars ($8,400) each, the first installment being payable December 1, 1933; and the balance namely, Ninety Thousand One Hundred and Fifty-one Dollars and Thirty-six Cents ($90,151.36) in cash shall be paid as hereinafter set forth.

The Company also covenants and agrees to pay to said Bodholdt the following sums, to-wit:

Semi-annually on the last days of November and May of each year during said term, beginning the last day of May, 1928, a sum sufficient to pay and discharge the dividend warrants attached to the Trust Certificates when and as they shall become payable, and in case of the issue of temporary Trust Certificates without dividend warrants, the dividends payable thereon;

Upon demand, a sum equal to all expenses incurred by the Trustee, or its assigns, in enforcing the covenants and terms of this Lease, together with reasonable compensation for the Trustee of the car trust created and intended to be created hereunder;

Upon demand, a sum equal to all taxes upon the property hereby leased, which the Trustee or its assigns may be liable to pay.

Said lease shall contain a provision for the transfer of title to the said cars to The Company at the termination of said lease, and upon The Company's full performance of all the covenants thereunder.

2. It is contemplated that said cars shall be sold and the lessor's interest under said lease shall be assigned by said Bodholdt to the Central Trust Company of Illinois, of Chicago, as Trustee, under an Equipment Trust Agreement to be substantially in the form annexed to this agreement, to secure an issue of Equipment Trust Certificates, and The Company hereby covenants that it will become a party to said equipment trust agreement, and will upon request, execute and deliver the same, and will as part of the consideration of said lease guarantee the prompt payment when due of the par value of said certificates and the dividend warrants thereto attached.

3. Said equipment trust certificates are to be applied by said Bodholdt in payment for the cars to be acquired by him and leased by him to The Company. Seven Hundred and Twenty Thousand Dollars ($720,000) of said equipment trust certificates, being Series F-1, shall be delivered on December 1, 1927, or as soon thereafter as may be, to Halsey, Stuart & Co., Inc., upon payment to the Central Trust Company of Illinois, of the purchase price therefor, as provided in an agreement between the said Bodholdt and Halsey, Stuart & Co., Inc., reference to which is hereby made, to sell said certificates to Halsey, Stuart & Co. Inc.

4. It is hereby agreed that the said Bodholdt will cause the purchase money for said certificates to be paid to the Central Trust Company of Illinois, and paid by the Central Trust Company of Illinois to the manufacturers from time to time upon delivery of the cars and equipment hereinbefore mentioned and in accordance with the terms of the contracts between said manufacturers and the said Bodholdt, reference to which contracts is herewith made.

The said Bodholdt hereby agrees to cause the Central Trust Company of Illinois to invest, if desired by The Company, without charge or commission in the way of compensation to the Central Trust Company of Illinois, the proceeds from the sale of the equipment trust certificates, Series F-1, in United States Government Victory or Liberty Loan Bonds, or United States Government Certificates of Indebtedness, at the risk of and as The Company shall direct; the interest from said investment to be held on deposit by the Central Trust Company of Illinois for the account of The Company until all of the cars shall have been delivered, and The Company hereby agrees and assents that the Trustee shall, whenever it becomes necessary to provide funds to meet and discharge the payments provided for hereinabove in this article as and when the same become due and payable, sell, without charge or commission in the way of compensation to the Central Trust Company of Illinois, the said Government Bonds or United States Certificates of Indebtedness or any part thereof at the best price obtainable without direction from The Company.

5. Eighty-four Thousand Dollars ($84,000) of said equipment trust certificates, being Series F-2, shall be delivered on December 1, 1927, or as soon thereafter as may be, to the Central Trust Company of Illinois for the account of the manufacturers of said cars and equipment. It is hereby agreed that the said Bodholdt will cause certificates Series F-2 to be paid to the manufacturers in an amount of approximately ten per centum (10%) of the cost of the cars and equipment delivered from time to time upon delivery thereof and in accordance with the terms of the aforesaid contracts of purchase.

6. The cash payment hereinbefore referred to in amount of approximately Ninety Thousand One Hundred Fifty-one Dollars andThirty-six Cents ($90,151.36) shall also be used in making the necessary payments on said cars and equipment upon the delivery thereof from time to time to said Bodholdt, or at his direction, and in accordance with the terms of the aforementioned contracts of purchase.

7. The form of said lease and said equipment trust agreement and certificates are to be approved by counsel for The Company and for said Bodholdt. The Company shall pay all legal and other expenses connected with the preparation of said lease and the assignment thereof. and incident thereto and the cost of the preparation of the equipment trust certificates, and also the difference between the selling price and purchase price of any United States Government Liberty or Victory Loan Bonds or Certificates of Indebtedness which may be purchased by the Central Trust Company of Illinois as aforementioned, in case such bonds or certificates should be sold at a less price than the purchase price thereof. The Company also agrees that if by reason of any change in the specifications for said cars or for any other reason, the cost thereof to said Bodholdt shall exceed the sum of Eight Hundred Ninety-four Thousand One Hundred Fifty-one Dollars and Thirty-six Cents ($894, 151.36), being the purchase price thereof, The Company shall reimburse the said Bodholdt for all such excess cost.

8. No personal liability shall attach to the said Bodholdt under this agreement in case, for any reason, the manufacturers should default in their agreements to build, sell and deliver said cars to said Bodholdt or his assigns, but The Company shall be subrogated to all the rights of the said Bodholdt under his agreement with said manufacturers.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement the day and year first above written.

Aksel K. Bodholdt L. S.

WITNESSES:

R. E. Wood

B. T. Blye

CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD COMPANY,

(CORPORATE SEAL) By William V. Griffin
Vice President.

Attest:

Lincoln C. Toney
Secretary

Witnesses:

J. B. Wanthal

W. J. Connors

THIS AGREEMENT, dated this first day of December, 1927, between Aksel K.Bodholdt of the City of Chicago, Illinois, (hereinafter called "Lessor"), party of the first part, and Chicago North Shore and Milwaukee Railroad Company, a corporation under the laws of the State of Illinois, with authority to enter into contracts for the leasing or renting of cars, rolling stock and electrical equipment and to stipulate for a conditional sale thereof at the termination of such lease and to perform all its covenants hereinafter contained (hereinafter called "Lessee"), party of the second part.

WHEREAS, the Lessee has been duly authorized by resolution of its Board of Directors, duly adopted and recorded in its corporate books, to execute these presents, as its agreement and obligation; and,

WHEREAS, by a certain Agreement bearing date the first day of December, 1927, between Aksel K. Bodholdt, said Central Trust Company of Illinois, as Trustee, and the said Chicago North Shore and Milwaukee Railroad Company, a counterpart original whereof is hereto annexed and made a part hereof, there was constituted the "Chicago North Shore and Milwaukee Railroad Company Equipment Trust, Series F," under which the said Bodholdt transfers or causes to be transferred to the Trustee thereunder the railroad equipment which is to be leased to the Lessee hereunder and all right, title and interest therein and thereto and all claims, demands and remedies of the said Bodholdt, accruing or to accrue under his contracts with the manufacturers thereof; and,

WHEREAS, pursuant to the provisions of said Agreement, said railroad equipment has been or will be transferred to the Trustee thereunder and the title thereto vested in the Trustee and all right, title and interest of the Lessor in and to this lease assigned to said Trustee;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the Lessor (acting in pursuance of said Agreement), for and in consideration as well of the sum of One Dollar ($1.00) to him paid by the Lessee, at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as of the rents and covenants hereinafter mentioned to be paid, kept and performed by the Lessee, has let and leased, and does hereby let and lease, to the Lessee all the following described railroad equipment of the Chicago North Shore and Milwaukee Railroad Company Equipment Trust, Series F (hereinafter and in said Agreement sometimes collectively called the Trust Equipment), to-wit:

Fifteen (15) 55'3¼" Double Truck Interurban Passenger Motor Cars completely equipped with four Westinghouse Electric No. 557-R-5 Motors, Double End H. L. F. Control, Westinghouse Traction Brake Company's A. M. U. Double End Air Brakes and Baldwin No. 84-30-AA Trucks. Said cars being numbered from 737 to 751, both inclusive.

Two (2) 55'3¼" Double Truck Interurban Dining Control Trailer Cars completely equipped with Westinghouse Electric Double End H. L. F. Control, Westinghouse Traction Brake Company's A. T. U. DoubleEnd Air Brakes and Baldwin No. 84-30-AA Trucks. Said cars being numbered 418 and 419.

One (1) 55'3¼" Double Truck Interurban Observation Parlor Trailer Car completely equipped with Westinghouse Electric H. L. F. Control, Westinghouse Traction Brake Company's A. T. U. Air Brakes and Baldwin No. 84-30-AA Trucks. Said car being numbered 420.

Ten (10) 51'0" Double Truck City Motor Cars completely equipped with four General Electric No. 265-A Motors, Double End Platform Control, Westinghouse Traction Brake Company's Safety Car Air Brakes and St. Louis Car Company's No. E. I. B.-64 Trucks. Said cars being numbered from 351 to 360, both inclusive.

Two (2) 40'0" Double Truck General Electric Company's Class B-B-130-EB sixty-five ton Combination Storage Battery and Trolley Electric Locomotives complete with No. 251-A Motors, type M Control, Schedule E L Air Brakes and two four-wheel trucks. Said locomotives being numbered 455 and 456.

All of said Trust Equipment to be constructed and equipped in accordance with specifications agreed upon and the Interurban Motor Cars, the Dining Cars and the Parlor Car to be delivered to the Lessee on the Tracks of the Belt Railway of Chicago at the 22nd Street and 46th Avenue siding in the City of Chicago and the electric locomotives and the City Motor Cars to be delivered to the Company on its tracks at Highwood, Illinois, deliveries to commence on December 1, 1927, or as soon thereafter as may be, to wit:

December 1, 1927--10 Double Truck City Motor Cars
December 21, 1927--2 General Electric Locomotives
May 1, 1928--15 Interurban Passenger Motor Cars
June 1, 1928--2 Interurban Dining Trailer Cars
June 1, 1928--1 Interurban Parlor Car

The Lessee hereby accepts (subject to the conditions mentioned in said Agreement) this Lease of all the Trust Equipment, and hereby covenants and agrees to accept delivery and possession hereunder of the Trust Equipment as hereinbefore provided, for which Trust Equipment the Lessee shall pay the rental hereinafter set forth, and upon

the terms, conditions and covenants following, to wit:

FIRST. The Lessee shall and will pay to the Lessor or his assigns, in gold coin of the United States of the 1927 Standard of weight and fineness, at the office of the Central Trust Company of Illinois, in the City of Chicago, as rent or hire for the said cars or Trust Equipment:

I. (a) In cash the sum of Ninety Thousand One Hundred Fifty-one Dollars and Thirty-six Cents ($90,151.36), of which amount Twenty-eight Thousand Eight Hundred Dollars ($28,800) shall be paid upon the ensealing and delivery hereof, and the balance from time to time upon demand as same shall be needed to make payment for the cars or Trust Equipment as delivered in accordance with the contracts of purchase between the said Bodholdt and the manufacturers of the said cars and equipment, reference to which contracts is herewith made.

(b) Semi-annually on the last days of November and May of each year during said term, beginning the last day of May, 1928, a sum sufficient to pay and discharge the dividend warrants attached to the Trust Certificates when and as they shall become payable, and in the case of the issue of temporary Trust Certificates without dividend warrants, the dividends payable thereon.

(c) Upon demand, a sum equal to all expenses incurred by the Trustee, or its assigns, in enforcing the covenants and terms of this Lease, together with reasonable compensation for the Trustee of the car trust created and intended to be created hereunder.

(d) Upon demand, a sum equal to all taxes upon the property hereby leased, which the Trustee or its assigns may be liable to pay.

II. Also annually on the last day of November of each year, beginning with the last day of November, 1933, the following sums respectively:

On the last day of November, 1933.....$80,400
On the last day of November, 1934.....$80,400
On the last day of November, 1935.....$80,400
On the last day of November, 1936.....$80,400
On the last day of November, 1937.....$80,400
On the last day of November, 1938.....$80,400
On the last day of November, 1939.....$80,400
On the last day of November, 1940.....$80,400
On the last day of November, 1941.....$80,400
On the last day of November, 1942.....$80,400

III. Also in addition to the above annual and semi-annual payments a sum equal to any Federal income tax, not exceeding two per cent (2%) per annum, which Lessee, or any trustee under any assignment of Lessor's interest, may be required or permitted to pay thereon or retain therefrom under any present or future law of the United States of America.

Also from time to time such sum or sums of money as shall be sufficient to reimburse the Lessor or any holders of any share or participation certificate in the car trust created and intended to be created hereunder, for all taxes, not exceeding four (4) mills, directly assessed or imposed by the State of Pennsylvania (other than succession or inheritance taxes) upon such shares or participation certificate or upon the holders thereof as residents of said State, by reason of their ownership thereof, when paid by such holders, upon their written request for such reimbursement, if requested within sixty (60) days after payment.

The Lessee shall not be required, however, to pay any tax, assessment or other governmental charge so long as the Lessee shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the judgmentof the Trustee, the rights or interests of the Trustee or of the Trust Certificate holders may be materially endangered.

SECOND. The Lessee covenants and agrees with the Lessor in addition to its agreement to pay the said rent on the days and in the manner above provided for, to keep and maintain at its expense the said cars and equipment in good order and repair, and to cause all the said cars to be kept numbered and plainly marked for identification on both sides with the words: "Central Trust Company of Illinois, Trustee, Owner," and that it, the Lessee, will replace at its own cost any of said cars or equipment which may be destroyed from any causes whatever during the continuance of this lease by other cars or equipment of the same kind or equal value and efficiency to those destroyed and of substantially as good material, character and construction, such substituted cars to bear the same numbers and said cars to be marked in the same manner as those which they replace; and that it, the Lessee, will not allow the name of any person, association or corporation to be placed on any of said cars, as a designation which might be interpreted as a claim or ownership thereof, provided, however, that the Lessee may cause the said cars, and each of them, to be lettered "Chicago North Shore and Milwaukee Railroad Company," or with the name or names of the assigns, for convenience of identification of the Lessee's interest therein.

THIRD. The Lessee further covenants and agrees to furnish to the Lessor or his assigns at least once in every year during the continuance of this lease, an accurate inventory of the said cars in actual service, the numbers and descriptions of such cars as may have been destroyed and replaced by others, the numbers of those repaired during the preceding year, and the numbers of those at the date of such statement undergoing repairs or in the shops for repair, and the Lessor shall have the right to inspect the said cars at any time during the continuance of this lease by an agent or agents to be appointed by said Lessor, or his assigns, and with the right to enter upon the premises of the Lessee for such purpose, whose reasonable compensation, however, shall be paid by the Lessee. After such inspection, the Lessor, or his assigns, may at his or their election, furnish to the Lessee a statement of the repairs necessary in the judgment of the Lessor, or his assigns, to place any of said cars in good and serviceable condition and the Lessee shall be bound to make such repairs within thirty days after the delivery of any such statement; provided, however, if any dispute should arise between the Lessor and Lessee as to whether or not the repairs required under such statement are necessary to place the cars in good serviceable condition, the matter in dispute shall be referred to the General Manager of the company which manufactured same for determination and his decision shall be final.

During the continuance of this lease, none of the said cars shall be removed from the lines of the Lessee or from any lines which are operated under lease or otherwise as part of the Chicago Rapid Transit Company system without the written consent of the Lessor or his assigns first had and obtained, provided, however, that nothing herein contained shall be construed to require such consent to the use of said cars in any regular runs or special trips, partly over the lines of the Lessee and partly over the lines of any other company or companies.

FOURTH. The Lessee further covenants and agrees at its sole expense, to insure the leased cars (and any that may be substituted therefor), and to keep the same insured

to the full value of the unpaid rental against loss by fire, for the benefit of the Lessor or his assigns, in companies approved by the Lessor or his assigns. All such insurance shall be placed in the name of the "Central Trust Company of Illinois, Trustee, Owner," upon the assignment of the Lessor's interest in said cars to said Trustee, as provided in Article Eighth hereof. All sums received by virtue of any such insurance shall be applied to the rebuilding, replacement or repair of any of the cars so destroyed or damaged by fire, except in the event that prior to such application this lease shall have been declared terminated, in accordance with the provisions of Article Sixth hereof, in which event all such sums shall be retained by said Trustee and credited by it to the Lessee on account of rentals reserved hereunder.

In case the Lessee shall not immediately insure said cars, and keep them insured as aforesaid, the Lessor, or his assigns, may effect such insurance as the agent of the Lessee, and any money paid by him or his assigns to effect such insurance shall immediately be repaid by the Lessee. In case of default, such default may be treated as a breach of this lease.

FIFTH. The Lessee further covenants that there shall be no assignment or transfer of its rights or interest in said cars under this lease, or underletting of the said leased property, or transfer or possession thereof, without the consent in writing of the Lessor or his assigns, provided that the Lessee may, without the consent of the Lessor, transfer all its rights and interest in said cars under this lease subject to the payment of the rentals herein reserved to any corporation which shall succeed it in the ownership of its railroad lines and property. The Lessee further covenants that the Lessor or his assigns shall have the right to declare this lease terminated in case of any unauthorized sale or transfer thereof, and a transfer by bankruptcy or under judicial process, or any other transfer, whether voluntary or involuntary, shall be deemed a breach of this covenant, and the election of the Lessor or his assigns to terminate this lease under this clause shall have the same effect as to the retaking of said cars by the Lessor or his assigns, as hereinafter provided in Article Sixth.

SIXTH. In case the Lessee shall make default in the payment of any part of said rental for more than thirty days after the same shall have become payable, or shall fail to keep the said cars in good serviceable condition, or to maintain fire insurance required hereby or to perform any of the other covenants herein contained to be performed on its part, the Lessor, or his assigns, may declare this lease terminated, and thereupon all installments of rent reserved hereunder, whether such installments shall then have fallen due or not, shall at once become due and payable, and the Lessor, or his assigns, may by an agent or agents to be appointed for the purpose, enter upon the railway or premises whereon or wherein the said cars may be, and may retake the said cars and withdraw the same from said railway or premises.

SEVENTH. In case such retaking is had or rightfully demanded by the Lessor, or his assigns, in pursuance of this lease, the Lessee will, at its own expense, forthwith and in the usual manner, transport the said cars to such points on its railways, or deliver the same to any connecting railway as shall reasonably be designated by the Lessor, or his assigns, and will there deliver the same to the Lessor, or his assigns, and it is hereby expressly covenanted between the Lessor and the Lessee that performance of this covenant as herein set forth is of the essence of the contract between the parties and that upon application to any court of equity having jurisdiction in the premises, the said Lessor, or his assigns, shall be entitled to a decree against the Lessee requiring specific performance hereof.

EIGHTH. The Lessor hereby covenants and agrees with the Lessee that when it, the Lessee, shall have fully paid all the rent, which it has herein covenanted to pay the Lessor, or his assigns, he or they shall and will, upon the payment by the Lessee to the Lessor, or his assigns, of the additional sum of One Dollar ($1.00) sell, assign and transfer, or cause to be sold, assigned and transferred to the Lessee, its successors and assigns, as their absolute property all the cars or Trust Equipment held under this lease, and evidence such sale and transfer by an appropriate bill of sale, so that thereupon and thereafter the absolute ownership in said cars or Trust Equipment shall be and become vested in the Lessee, its successors or assigns; provided, however, and it is hereby understood, that it is the intention of the Lessor forthwith, upon the execution of this instrument, to assign, transfer and set over unto the "Central Trust Company of Illinois, Trustee, Owner," all his right, title and interest in and to said cars, hereby leased unto the Lessee, and as well all his claim, demand and remedies under this lease accruing or to accrue; and that any bill of sale of said cars and equipment or any part thereof at any time hereafter executed by said Trustee, or any duly appointed successor Trustee, and delivered unto the Lessee, its successors or assigns, in pursuance of the terms of this instrument, shall operate in all respects to vest as good title in and to the cars and equipment intended to be leased hereby as if the same had been so executed and delivered by the Lessor, but until the Lessee shall have paid in full all the rentals herein covenanted to be paid, the title to all the leased property shall remain in the Lessor or his assigns, notwithstanding delivery to and possession by the Lessee of said leased property; and said Trustee, or any successor to it in the trust, shall be entitled to all rights and remedies provided by the terms of this instrument for the benefit of the Lessor.

NINTH. Inasmuch as this agreement is intended to be the corporate obligation of the Lessee, its successors and assigns, any and all individual liability of the stockholders and officers or directors of the Lessee is hereby expressly waived, and no party or person claiming hereunder shall at any time or place allege or assert any such individual liability in respect of any obligation or default under this agreement, or any judgment thereon, and no recourse thereon shall be had against any such stockholder, officer or director.

IN WITNESS WHEREOF, the said Aksel K. Bodholdt, Lessor, has hereunto put his hand and seal, and the Lessee, Chicago North Shore and Milwaukee Railroad Company, has caused these presents to be duly signed by its President or a Vice-President and its corporate seal duly attested by its Secretary or an Assistant Secretary to be hereunto affixed as of the first day of December, 1927.

Aksel K. Bodholdt L.S.

Witnesses:

R. E. Wood

B. T. Blye

CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD COMPANY,

By William V. Griffin
Vice President.

Attest:

Lincoln C. Toney
Secretary.

Witnesses:

J. B. Wanthal

W. J. Connors

(CORPORATE SEAL)

STATE OF ILLINOIS,)
(ss.
County of Cook,)

I, Robert P. McArdle, a Notary Public of the State of Illinois, duly authorized, commissioned and qualified to act as a Notary Public in and for the County of Cook, State of Illinois, aforesaid, do hereby certify that Aksel K. Bodholdt, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of December, A. D. 1927.

(NOTARIAL SEAL)

Robert P. McArdle
Notary Public, Cook County, Illinois.

My commission expires Nov. 26 1929.

STATE OF ILLINOIS,)
(ss.
COUNTY OF COOK,)

I, Helen F. Curry, a Notary Public of the State of Illinois, duly authorized, commissioned and qualified to act as a Notary Public in and for the County of Cook, State of Illinois, aforesaid, do hereby certify that William V. Griffin, the Vice President of the above named Chicago North Shore and Milwaukee Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and to be such Vice President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act as such Vice President for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of December, A. D. 1927.

Helen F. Curry
Notary Public, Cook County, Illinois.

My Commission expires May 19, 1931

(NOTARIAL SEAL)

THIS AGREEMENT, dated this first day of December, 1927, between Aksel K. Bodholdt, of the City of Chicago, Illinois, (hereinafter called "Bodholdt") party of the first part, Central Trust Company of Illinois, of Chicago, Illinois, (hereinafter called "Trustee"), party of the second part,and Chicago North Shore and Milwaukee Railroad Company, a corporation organized and existing under the laws of the State of Illinois, (hereinafter called "Lessee"), party of the third part, Witnesseth:

WHEREAS, by the foregoing Indenture of Lease, bearing even date herewith, said Aksel K. Bodholdt did lease to the Lessee certain cars therein particularly described, for a certain term and upon the rental in said Indenture of Lease particularly mentioned, and will deliver or cause said cars and equipment to be delivered under the terms of said lease to the said Lessee as rapidly as the same are constructed by the manufacturers thereof; and,

WHEREAS, the said Bodholdt has purchased or contracted to purchase the said cars particularly mentioned in said lease at a cost of approximately Eight Hundred Ninety-four Thousand One Hundred Fifty-one Dollars and Thirty-six Cents ($894,151.36) to be paid for by the issuance, sale and/or delivery of Eight Hundred and Four Thousand Dollars ($804,000) par value of the car trust certificates to be issued under the terms of this agreement, and known as "Chicago North Shore and Milwaukee Railroad Company Equipment Trust, Series F", and the further sum in cash of approximately Ninety Thousand One Hundred Fifty-one Dollars and Thirty-six Cents ($90,151.36), and said Bodholdt has agreed to sell, assign, transfer and set over unto the said Central Trust Company of Illinois, as Trustee, for the holders of said certificates, said Lease and all his right, title and interest in and to the said cars and their equipment and to all claims, demands and remedies of him, the said Bodholdt, accruing or to accrue under his contracts with the manufacturers (reference to which contracts is herewith made) for the purchase of said cars, and under the said lease, and to the rentals provided in said lease.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

FIRST. That the said Bodholdt hereby sells, assigns, transfers and sets over unto the said Central Trust Company of Illinois, as Trustee, for the holders of the certificates hereinafter described, said Indenture of Lease and all the right, title and interest of the said Bodholdt in and to said cars leased, as aforesaid, unto the said Lessee, and as well all the claims, demands and remedies of the said Bodholdt accruing or to accrue under his contracts with the manufacturers for the purchase of said cars, and under the lease aforesaid, and to all rentals therein reserved.

SECOND. The Trustee covenants and agrees to certify and deliver to the said Bodholdt, or upon his written order, upon payment therefor and/or from time to time upon the delivery of the said cars and equipment as in said contracts of purchase and said Lease provided, Nine Hundred and Eighty (980) Chicago North Shore and Milwaukee Railroad Company Equipment Trust, Series "F" certificates, of which Seven Hundred and Twenty Thousand Dollars ($720,000) par value, numbered consecutively from M-One to M-Six Hundred Ninety (M-1 to M-690), both inclusive, being of denominations of One Thousand Dollars ($1,000) each, D-One to D-Fifty (D-1 to D-50), both inclusive, being of denominations of Five Hundred Dollars ($500) each, and C-One to C-Fifty (C-1 to C-50), both inclusive, being of denominations of One Hundred Dollars ($100) each, shall be known as Series F-1, and Eighty-Four Thousand Dollars ($84,000) par value, numbered consecutively from M-One to M-Fifty (M-1 to M-50), both inclusive, being of denominations of One Thousand Dollars ($1,000) each, D-One to D-Fifty (D-1 to D-50), both inclusive, being of denomina-

tions of Five Hundred Dollars ($500) each, and C-One to C-Ninety (C-1 to C-90), both inclusive, being of denominations of One Hundred Dollars ($100) each, shall be known as Series F-2.

All of said certificates shall have dividend warrants attached and said certificates of Series F-1 shall be entitled to priority of title and interest in said cars over all certificates of Series F-2 in respect of payment of the par value thereof and all dividends thereon, as in said certificates and hereinafter in this Agreement more particularly set forth.

Said certificates of Series F-1 and Series F-2 shall be substantially in the following forms:

(Form of Equipment Trust Certificate.)

CHICAGO NORTH SHORE AND MILWAUKEE

RAILROAD COMPANY EQUIPMENT TRUST.

Series F.

(1 or 2)
Series F-1--$720,000

Series F-2--$84,000
$1,000
(or $500)
(or $100)

No. .....

Central Trust Company of Illinois, Trustee, hereby certifies that the bearer hereof is entitled to one share of One Thousand Dollars ($1,000) (or Five Hundred Dollars ($500))(or One Hundred Dollars ($100)) in Chicago North Shore and Milwaukee Railroad Company Equipment Trust, Series F ----------in accordance with the provisions of a certain agreement bearing date the First day of December, 1927, between Aksel K. Bodholdt, party of the first part, Central Trust Company of Illinois, Trustee, party of the second part, and Chicago North Shore and Milwaukee Railroad Company, party of the third part.

This certificate, unless called for previous redemption, will be redeemed by payment of the par value thereof on the First day of ....., 19....., upon the surrender hereof at the office of the Trustee and in the meantime dividends hereon at the rate of five and one-half per centum (5½%) per annum will be payable as evidenced by the dividend warrants attached hereto without deduction for any Federal income tax not exceeding two per centum (2%) per annum, which the company or the Trustee may be required or permitted to pay thereon or to retain therefrom, under any present or future laws of the United States of America. By the terms of the agreement above referred to the Chicago North Shore and Milwaukee Railroad Company agrees to reimburse the holder hereof for taxes not exceeding four (4) mills, directly assessed orimposed by the State of Pennsylvania (other than succession or inheritance taxes) hereon or upon his ownership hereof when paid by such holder, upon his written request for such reimbursement if requested within sixty (60) days after payment. Both par value and dividends and tax reimbursements are payable in gold coin of the United States of the 1927 Standard of weight and fineness at the office of the Trustee in the City of Chicago, Illinois, dividends also being payable at the office of Halsey, Stuart & Co., Inc., in the Borough of Manhattan, City and State of New York, but only from or out of the rentals when paid to the Trustee, as provided for in the lease of certain cars by Aksel K. Bodholdt to Chicago North Shore and Milwaukee Railroad Company, bearing

date the First day of December, 1927, and assigned by said Aksel K. Bodholdt by agreement of even date therewith to said Trustee, which rentals are payable to the Trustee for the benefit of the holders of this and all other certificates issued under the terms of said agreement of assignment.

Said certificates are of two series of which Seven Hundred and Twenty Thousand Dollars ($720,000) par value are Series F-1, and Eighty-four Thousand Dollars ($84,000) par value are Series F-2, and by the terms of said agreement the Series F-1 certificates are entitled to priority in all respects over the Series F-2 certificates. Reference is hereby made to said lease and agreement of assignment of lease for a statement of the rights of the holders of certificates of both of said Series.

The holder of this certificate may have the same registered on the books of the Trustee, which registration shall be noted on the back hereof, and thereafter this certificate shall be transferred only upon the said books by the registered holder or his duly authorized representative unless the same shall have been transferred to bearer, in which case the par value shall be payable to the bearer hereof, the dividend warrants being always payable to bearer.

At the option of Chicago North Shore and Milwaukee Railroad Company and upon the notice and in the manner and with the effect provided in said agreement dated December 1st, 1927, all or any of the certificates issued thereunder may be redeemed on any dividend payment date by the payment of the principal thereof, the accrued dividends thereon, and a premium of two per centum (2%) upon the principal of all certificates so redeemed having more than five (5) years to run from the date of redemption and a premium of one and one-half per centum (1½%) upon the principal of all certificates so redeemed having five (5) years or less to run from the date of redemption.

Witness the corporate name and seal of the Trustee attested at Chicago, as of the .....day of .....,1927.

CENTRAL TRUST COMPANY OF ILLINOIS,

Trustee.

By .....
Vice-President.

Attest:

.....
Assistant Secretary.

Said certificate shall have dividend warrants thereto attached with the printed or engraved signature of some officer of the Trustee, substantially in the following form, to wit:

(Form of Dividend Warrant.)

$.....
(or $.....)
(or $.....)

No. .....

Due to the bearer hereof on the first day of ....., 19...., on the surrender hereof at the office of the Central Trust Company of Illinois in the City of Chicago, Illinois, or at the office of Halsey, Stuart & Co., Inc., in the Borough of Manhattan, City and State of New York, the sum of ..... being the semi-annual dividend on certificate No. ....., of Chicago North Shore and Milwaukee Railroad Company Equipment Trust, Series F....., payable only out of the rentals received by said Trustee under the lease referred to in said certificate, without deduction for the tax specified in said certificate.

CENTRAL TRUST COMPANY OF ILLINOIS,
Trustee,

By.....
Assistant Secretary.

The Lessee agrees to endorse upon each of said certificates its guaranty of the prompt payment of the principal thereof and of the dividends thereon, which guaranty shall be substantially in the following form:

(Form of Guaranty.)

Chicago North Shore and Milwaukee Railroad Company, for a valuable consideration hereby guarantees the prompt payment when due of the par value of the within certificate and of the dividends thereon, according to the terms of said certificate and the dividend warrants thereunto attached.

CHICAGO NORTH SHORE AND MILWAUKEE
RAILROAD COMPANY,

By .....
Vice-President,

Attest:

.....
Assistant Secretary.

Seven Hundred and Ninety (790) of said certificates shall be designated Series F-1 and shall be numbered consecutively from M-1 to M-690, both inclusive, D-1 to D-50, both inclusive, and C-1 to C-50, both inclusive. The remaining One Hundred and Ninety (190) of said certificates shall be designated Series F-2 and shall be numbered consecutively from M-1 to M-50, both inclusive, D-1 to D-50, both inclusive, and C-1 to C-90, both inclusive. By the terms thereof the par value of all of said certificates shall be payable as follows:

SERIES F 1.

M- 1 to M- 72,	both inclusive of	$1,000.	each	December 1,	1933
M- 73 to M-144	" " "	1,000.	"	December 1,	1934
M-145 to M-216	" " "	1,000.	"	December 1,	1935
M-217 to M-288	" " "	1,000.	"	December 1,	1936
M-289 to M-345	" " "	1,000.	"	December 1,	1937
D- 1 to D- 25	" " "	500.	"	December 1,	1937
C- 1 to C- 25	" " "	100.	"	December 1,	1937
M-346 to M-417	" " "	1,000.	"	December 1,	1938
M-418 to M-489	" " "	1,000.	"	December 1,	1939
M-490 to M-561	" " "	1,000.	"	December 1,	1940
M-562 to M-633	" " "	1,000.	"	December 1,	1941
M-634 to M-690	" " "	1,000.	"	December 1,	1942
D- 26 to D- 50	" " "	500.	"	December 1,	1942
C- 26 to C- 50	" " "	100.	"	December 1,	1942

SERIES F-2.

M- 1 to M- 5,	both inclusive of	$1,000.	each	December 1,	1933
D- 1 to D- 5	" " "	500.	"	December 1,	1933
C- 1 to C- 9	" " "	100.	"	December 1,	1933
M- 6 to M- 10	" " "	1,000.	"	December 1,	1934
D- 6 to D- 10	" " "	500.	"	December 1,	1934
C- 10 to C- 18	" " "	100.	"	December 1,	1934
M- 11 to M-15	" " "	1,000.	"	December 1,	1935

D- 11 to D- 15	both inclusive of	500.	each	December 1,	1935
C- 19 to C- 27	" " "	100.	"	December 1,	1935
M- 16 to M- 20	" " "	1,000.	"	December 1,	1936
D- 16 to D- 20	" " "	500.	"	December 1,	1936
C- 28 to C- 36	" " "	100.	"	December 1,	1936
M- 21 to M- 25	" " "	1,000.	"	December 1,	1937
D- 21 to D- 25	" " "	500.	"	December 1,	1937
C- 37 to C- 45	" " "	100.	"	December 1,	1937
M- 26 to M- 30	" " "	1,000.	"	December 1,	1938
D- 26 to D- 30	" " "	500.	"	December 1,	1938
C- 46 to C- 54	" " "	100.	"	December 1,	1938
M- 31 to M- 35	" " "	1,000.	"	December 1,	1939
D- 31 to D- 35	" " "	500.	"	December 1,	1939
C- 55 to C- 63	" " "	100.	"	December 1,	1939
M- 36 to M- 40	" " "	1,000.	"	December 1,	1940
D- 36 to D- 40	" " "	500.	"	December 1,	1940
C- 64 to C- 72	" " "	100.	"	December 1,	1940
M- 41 to M- 45	" " "	1,000.	"	December 1,	1941
D- 41 to D- 45	" " "	500.	"	December 1,	1941
C- 73 to C- 81	" " "	100.	"	December 1,	1941
M- 46 to M- 50	" " "	1,000.	"	December 1,	1942
D- 46 to D- 50	" " "	500.	"	December 1,	1942
C- 82 to C- 90	" " "	100.	"	December 1,	1942

Said certificates F-1 shall at all times and in all respects be entitled to and be accorded priority of title and interest in the cars which are the subject of this agreement, and to priority of payment in respect of both par value and dividends over all certificates of Series F-2, and no payments shall be made on account of the dividends or the par value of any certificates of Series F-2 until all dividends which have then or theretofore become payable, shall have been paid in full, or until provision satisfactory to the Trustee for such payment shall have been made; PROVIDED that no extension nor consent to extension, shall at any time be made or given, of the time of payment, respectively, of the rentals or any part thereof due under the terms of the lease aforesaid or of the certificates of Series F-1 or their maturing dividend warrants, to the prejudice of the prompt payment, at their due date, respectively, of the said certificates of Series F-2 and their respective dividend warrants.

All of said certificates are to be certified and delivered by the Trustee as aforesaid on or about the first day of December, 1927, or as soon thereafter as possible, to or upon the order of the said Aksel K. Bodholdt.

Receipt of said order in writing shall be full and ample authority to the Trustee to make such delivery of certificates, and said Trustee shall in no event incur any liability whatsoever in consequence thereof.

At the option of the Lessee (Chicago North Shore and Milwaukee Railroad Company) all or any of the certificates hereunder and referred to herein may be redeemed as provided in this section on the date for the payment of any dividend warrant by depositing with the Trustee for the benefit of the holder or holders of the certificates to be redeemed a sum of money equal to the principal amount of said certificates, together with all dividend warrants due thereon at the date of such redemption, and a premium of two per centum (2%) upon the principal of all certificates having more than five (5) years

to run from the date of such redemption and a premium of one and one-half per centum (1½%) upon the principal of all certificates having five (5) years or less to run from the date of such redemption. Whenever said Lessee shall desire to redeem any of said certificates on any date when the same shall be redeemable, it shall, prior to such date, cause to be published once each week for three successive weeks, in a newspaper at that time published in the City of Chicago, Illinois, and in a newspaper at that time published in the City of New York, New York, a notice stating that on such date there will be redeemed and will become due and payable, at the office of the Trustee, at par and accrued dividends to such date, together with a premium of two per centum (2%) or one and one-half per centum (1½%) upon the principal as the case may be, the certificates specified in such notice as called for redemption on such date, and the first publication of such notice shall not be less than thirty (30) days before such redemption date. If the Lessee shall propose to redeem on such date less than all the certificates at the time outstanding hereunder, it shall, before publishing such notice inform the Trustee of the par amount of certificates which it shall propose to redeem, and the Trustee shall thereupon draw by lot, in such manner as it may deem proper, certificates to such par amount, and shall certify to the Lessee the serial numbers of the certificates so drawn, and the certificates so certified shall be specified in such notice by their serial numbers as the certificates called for redemption on such redemption date. If on or before such redemption date the Lessee shall deposit with the Trustee a sum sufficient for the redemption of the certificates which shall have been called for redemption in the published notice, such certificates so called for redemption shall be considered redeemed and they shall become and be payable at the date of redemption specified in such notice at the office of the Trustee, at par, together with dividends accrued thereon to such date and premium of two per centum (2%) or one and one-half per centum (1½%) upon the principal, as the case may be. On and after the redemption date specified in such notice, the Trustee shall take up and pay, out of the moneys which shall be deposited by the Lessee with the Trustee for that purpose, the certificates which shall have been specified in such notice as called for redemption, and the said premium thereon, and the dividend warrants maturing on the redemption date. Such payment by the Trustee of the sum payable for principal and for premium of each certificate called for redemption shall be made to the bearer of such certificate, unless it shall then be registered, in which case such payment shall be made to the registered holder or his assigns, but in either case, only upon surrender of such certificate and of all dividend warrants thereon not due at the date of redemption specified in the notice. All unpaid dividend warrants which shall have matured on or prior to the date of redemption specified in the notice shall continue to be payable to the bearers severally and respectively of such dividend warrants. From and after the redemption date when any certificates called for redemption become payable, as aforesaid, the money deposited by the Lessee for the payment and redemption thereof shall be held by the Trustee as a special trust for the payment of such certificates in the manner specified, at par, together with accrued dividend warrants to such redemption date and a premium of two per centum (2%) or one and one-half per centum (1½%) upon the principal, as the case may be; and from and after such redemption date, if such moneys shall have been so deposited, no further dividends shall accrue upon any such certificates and any dividend warrants maturing after such date shall become and be null and void, anything in such certificates, or in such dividend warrants or in this agreement to the contrary notwithstanding. All certificates so redeemed and paid by the Trustee with the moneys deposited by the Lessee as aforesaid,

shall be cancelled by the Trustee and shall be delivered to the Lessee and shall not be reissued.

THIRD. The Trustee agrees to keep at its office in the City of Chicago, Illinois, a register in which the holders of any such certificates may have the same registered as therein provided.

Until the certificates to be issued hereunder have been lithographed the Trustee may execute and deliver in lieu of such lithographed certificates, and subject to the provisions thereto, temporary certificates without dividend warrants, in denominations of One Hundred Dollars ($100) or multiples thereof, substantially of the tenor of the permanent certificates to be issued and upon which the Lessee shall endorse its guaranty in the form as hereinbefore provided. Upon surrender of such temporary certificates for exchange the Trustee shall execute, and upon cancellation of such surrendered certificates, the Trustee shall deliver in exchange therefor permanent certificates for a like aggregate amount face value of the temporary certificates surrendered and cancelled, and until so exchanged each of said temporary certificates shall be entitled to the same security as a permanent certificate issued hereunder.

FOURTH. The Trustee, as assignee of the said Aksel K. Bodholdt, Lessor, further covenants to enforce, so far as possible, the performance of all and singular the terms, conditions and covenants of the said Lease and to apply and distribute the rentals thereunder, when and as the same shall be received, for the following purposes, to-wit:

(a) To the payment of the necessary and reasonable expenses of the Trust connected with the said cars and usual in cases of trust estates;

(b) To the payment of any taxes upon the income or property of the trust which it may by law be required to pay and any tax which may by law be deductible by it from the par value of said certificates or the dividends thereon; and also of any insurance premiums which the Trustee may pay in order to protect the holders of said certificates;

(c) To the payment of the dividends on outstanding certificates Series F-1, when and as the warrants for such dividends shall become payable;

(d) To the payment and redemption of the par value of outstanding certificates Series F-1, when and as the same shall become payable;

(e) To the payment of the dividends upon outstanding certificates Series F-2, when and as the warrants for such dividends shall become payable;

(f) To the payment and redemption of the par value of outstanding certificates, Series F-2, when and as the same shall become payable.

It is distinctly understood and agreed that neither the Trustee nor any successor in the Trust shall be liable or responsible for the insurance or its sufficiency, nor for the failure of the Lessee to insure the leased property, nor shall it or they be liable or responsible for any matter or thing connected with the Trust intended to be hereby created, except for its own or their own willful or intentional breach thereof or gross neglect.

FIFTH. The Lessee becomes a party hereto in order to express its assent to the assignment of said lease by said Aksel K. Bodholdt to the Central Trust Company of Illinois, of Chicago, as Trustee, for the benefit of the holders of said Equipment Trust Series F certificates and does hereby accept and becomes bound by all the terms of said lease and of this agreement.

SIXTH. It is further hereby agreed and provided that in case the said Lessee shall at any time make default in the payment of any part of the rental in said lease reserved

for more than thirty (30) days after the same shall become payable or shall fail to keep and perform all the terms and covenants of said lease, the Trustee shall have the right, as assignee of said Bodholdt to enforce all the terms and stipulations of said lease; and that in case the Trustee shall retake possession of said cars, it may either hold or lease or dispose of said cars, or as many thereof as it may deem necessary, in such manner at public or private sale, for cash, or upon credit, as the Trustee may in its discretion deem most advantageous to the holders of the certificates hereinbefore referred to. The rentals derived from any such lease shall be applied in like manner as is provided in Article Fourth hereof with respect to rentals derived from said lease of even date herewith and the proceeds of any such sale, together with any insurance money in the hands of the Trustee, shall, after deducting the expenses of the Trust including reasonable compensation for the Trustee for its services and any sums paid for insurance premiums, and all taxes which the Trustee may by law be required to pay in respect of the trust property, or the certificates aforesaid, or the dividends thereon, be applied to the payment:

(1) Of the Series F-1 dividend warrants then due;

(2) Of the par value of all the then outstanding Series F-1 certificates, whether the same shall then have matured or not; in full if such proceeds shall be sufficient, and if not then pro rata; and after such payments in full of the par value and dividend warrants of all Series F-1 certificates, then to the payment;

(3) Of the Series F-2 dividend warrants then due; and

(4) Of the par value of the then outstanding Series F-2 certificates whether the same shall have matured or not in full if such proceeds shall be sufficient and if not then prorata.

Any funds remaining undisposed of in the hands of the Trustee after the fulfillment of the Trust hereby created shall be paid over by the Trustee to the Lessee, its successors or assigns, but the retaking of possession of said cars by the said Trustee shall not be a bar to the recovery of the Trustee from the Lessee for rent due or to become due until such sum is realized as, with the proceeds of the sale of said cars and said insurance money, if any, is sufficient for the payment in full of all insurance premiums, taxes and expenses as aforesaid, together with all dividend warrants then due and accrued and the par value of all of the said certificates, but all sums so realized shall be applied first to the payment of Series F-1 dividend warrants and of the par value of Series F-1 certificates until the same shall all have been paid in full before any payment is made on account of the dividend warrants, or par value of said Series F-2 certificates.

SEVENTH. The Trustee assumes no liability for anything other than its own willful default or gross neglect, and in its individual corporate capacity may own, buy and sell said certificates. It shall be required to undertake no active duty in the way of repairing such equipment, or the maintenance of insurance on the same, unless and until supplies with necessary funds for such purposes, nor shall it be required to take possession of said equipment or to enforce the covenants of the lease relative thereto until properly indemnified against all expenses and liability incurred by reason thereof; nor shall it be responsible for the recording of this agreement or of the lease herein referred to.

The Trustee may resign and be discharged of the trust created herein by giving notice thereof to the Lessee in writing. Whereupon the Lessee shall select some other reputable trust company of good standing as successor trustee, and such successor trustee

shall execute and deliver to the predecessor trustee and the Lessee Company an instrument accepting such appointment. Thereupon such new Trustee, without any further act, deed or conveyance, shall become vested with all the estate, property, rights, powers and trusts of its predecessor in the Trust hereunder, with like effect as if originally named as Trustee herein and all the rights and duties of the Trustee hereinabove named shall devolve and be performed by said successor Trustee.

EIGHTH. Inasmuch as this is intended to be the corporate obligation of the Lessee, its successors and assigns, any and all individual liability of the stockholders and officers or directors of the Lessee is hereby expressly waived and no party or person claiming hereunder or under any of the said certificates or dividend warrants shall at any time or place allege or assert any such individual liability in respect of any obligation on default under this agreement or said certificates or warrants on any judgment thereon, and no recourse thereon shall be had against any such stockholder, officer or director.

The contract or lease hereby assigned, together with this agreement shall be known as "Chicago North Shore and Milwaukee Railroad Company Equipment Trust, Series F."

This agreement 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.

IN WITNESS WHEREOF, the said Aksel K. Bodholdt has signed and sealed these presents, and the said Central Trust Company of Illinois and Chicago North Shore and Milwaukee Railroad Company have respectively caused their proper officers to duly execute the same and their corporate seals to be hereunto affixed, duly attested as of the First day of December, A. D. 1927.

Aksel K. Bodholdt L.S.

WITNESS:

R. E. Wood

B. F. Blye

CENTRAL TRUST COMPANY OF ILLINOIS,

(CORPORATE SEAL)

By A. F. Floreen
Vice-President.

Attest:

B. A. Wornoff (?)
Asst. Secretary

Witnesses:

R. E. Wood

B. F. Blye

CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD COMPANY,

(CORPORATE SEAL)

By William V. Griffin
Vice President.

Attest:

Lincoln C. Toney
Secretary.

Witnesses:

J. B. Wanthal

W. J. Connors

O K F. E. Stout

STATE OF ILLINOIS,)
(ss.
County of Cook,)

I, Robert P. McArdle, a Notary Public of the State of Illinois, duly authorized, commissioned and qualified to act as a Notary Public in and for the County of Cook, State of Illinois, aforesaid, do hereby certify that Aksel K. Bodholdt, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of December, A. D. 1927.

Robert P. McArdle
Notary Public, Cook County, Illinois.

(NOTARIAL SEAL)

My commission expires Nov. 26, 1929.

STATE OF ILLINOIS,)
(ss.
County of Cook,)

I, Robert P. McArdle, a Notary Public of the State of Illinois, duly authorized, commissioned and qualified to act as a Notary Public in and for the County of Cook, State of Illinois, aforesaid, do hereby certify that A. R. Floreen, the Vice-President of the above named Central Trust Company of Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice-President and to be such Vice-President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act as such Vice-President for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of December, A. D. 1927.

Robert P. McArdle
Notary Public, Cook County, Illinois.

(NOTARIAL SEAL)

My commission expires Nov. 26, 1929

STATE OF ILLINOIS,)
(ss.
COUNTY OF COOK,)

I, Helen F. Curry, a Notary Public of the State of Illinois, duly authorized, commissioned and qualified to act as a Notary Public in and for the County of Cook, State of Illinois, aforesaid, do hereby certify that William V. Griffin, the Vice President of the above named Chicago North Shore and Milwaukee Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and to be such Vice President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act as such Vice President for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of December, A. D. 1927.

Helen F. Curry
Notary Public, Cook County, Illinois.

(NOTARIAL SEAL)

My commission expires May 19, 1931.

State of Wisconsin
DEPARTMENT OF STATE
Received this 5th day of Dec. A. D. 1927 at 10 o'clock A. M. and recorded in Vol. 27 of R. Mortgages, Etc. on page 54
Assistant Secretary of State.

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CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY

TO

UNITED STATES MORTGAGE AND TRUST COMPANY
and CALVERT BREWER,
Trustees.

FIRST AND REFUNDING MORTGAGE

Dated as of February 2, 1925.

THIS INDENTURE dated as of the second day of February, in the year one thousand nine hundred and twenty-five between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter called the Railroad Company, party of the first part, and UNITED STATES MORTGAGE AND TRUST COMPANY, a corporation organized and existing under the laws of the State of New York, hereinafter called the Corporate Trustee, and CALVERT BREWER of the City of New York, in the State of New York, hereinafter called the Individual Trustee, parties of the second part, hereinafter collectively called the Trustees:

WHEREAS the Railroad Company owns, controls, leases or operates various lines of railroad in the States of Illinois, Indiana, Iowa, Idaho, Michigan, Minnesota, Missouri, Montana, North Dakota, South Dakota, Wisconsin and Washington; and

WHEREAS the Railroad Company in pursuance of resolutions adopted by the affirmative vote of its entire Board of Directors, and of resolutions adopted by the affirmative vote of the holders of its entire capital stock outstanding, at meetings duly called and held in accordance with law and with the by-laws of the Railroad Company, has determined, for the purposes in this indenture set forth, to create and issue, in manner and form as provided by this indenture, its bonds, the total authorized issue thereof at any one time outstanding to be limited as hereinafter prescribed, to be known as the First and Refunding Mortgage Bonds of the Railroad Company and hereinafter called First and Refunding Bonds; and

WHEREAS in order to secure the payment of the principal and interest of all the First and Refunding Bonds at any time outstanding, equally and ratably without priority or distinction, irrespective of the date of issue thereof, the Railroad Company, in pursuance of resolutions adopted by the affirmative vote of its entire Board of Directors, and of resolutions adopted by the affirmative vote of the holders of its entire capital stock outstanding, at meetings duly called and held in accordance with law and with the by-laws by the Railroad Company, has determined to execute and deliver to United States Mortgage and Trust Company and Calvert Brewer, as Trustees, the parties hereto of the second part, a mortgage and deed of trust in the terms of this indenture of the lines

of railroad, property and franchises hereinafter described, and at said meetings of the Board of Directors and of the stockholders of the Railroad Company, the form of this indenture was approved and the execution and delivery of this indenture duly authorized and directed; and

WHEREAS the Railroad Company, in pursuance of due corporate action on the part of its Board of Directors and its stockholders, has determined further to create and issue its bonds, limited to the aggregate principal amount of one hundred and six million three hundred and ninety-five thousand and ninety-six dollars ($106,395,096) at any one time outstanding, to be known as the Fifty Year Five Per Cent. Mortgage Bonds of the Railroad Company and hereinafter called Fifty Year Bonds, and to besecured, subject to this indenture, on all property of the Railroad Company at any time and from time to time subject to this indenture, by mortgage and deed of trust to Guaranty Trust Company of New York and Merrel P. Callaway, as Trustees, hereinafter called the Fifty Year Mortgage; and

WHEREAS the Railroad Company, in pursuance of due corporate action on the part of its Board of Directors and its stockholders, has determined further to create and issue its bonds, limited to the aggregate principal amount of one hundred and eighty-two million, eight hundred and seventy-three thousand, six hundred and ninety-three dollars ($182,873,693) at any one time outstanding, to be known as the Five Per Cent. Convertible Adjustment Mortgage Bonds of the Railroad Company and hereinafter called Adjustment Bonds, and to be secured, subject to this indenture and to the Fifty Year Mortgage, on all property of the Railroad Company at any time and from time to time subject to this indenture, by mortgage and deed of trust to The National City Bank of New York and William W. Hoffman, as Trustees, hereinafter called the Adjustment Mortgage; and

WHEREAS the texts of the First and Refunding Bonds and of the coupons to be attached to the coupon bonds are to be substantially in the following general forms respectively (the blanks therein to be appropriately filled from time to time) with appropriate omissions, insertions and variations as may from time to time be determined by the Board of Directors of the Railroad Company as herein provided:

[FORM OF COUPON BOND]

UNITED STATES OF AMERICA

STATE OF WISCONSIN

NO. SERIES $

Per Cent.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

First and Refunding Mortgage Bond

Due

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin (hereinafter called the Railroad Company), for value received, hereby promises to pay to the bearer, or, if registered, to the registered holder of this bond, on the day of , , dollars, and to pay interest on said principal amount from the date hereof, at the rate of per cent. per annum, annually, on the days of and

in very year, upon presentation and surrender of the interest coupons hereto annexed, as they severally mature. Payment of the principal and interest of this bond will be made at the office or agency of the Railroad Company in the Borough of Manhattan in the City and State of New York, in gold coin of the United States of America, of or equal to the standard of weight and fineness as it existed on the date hereof.

This bond is one of an issue of coupon bonds and registered bonds of the Railroad Company, known as the Railroad Company's First and Refunding Mortgage Bonds and hereinafter called First and Refunding Bonds, all issued and to be issued under, and equally secured by a mortgage and deed of trust, dated as of February 2, 1925, made by the Railroad Company to United States Mortgage and Trust Company and Calvert Brewer, as Trustees, hereinafter called the First and Refunding Mortgage. The total authorized issue of First and Refunding Bonds at any one time outstanding, together with any bonds reserved under the First and Refunding Mortgage for refunding as provided in the First and Refunding Mortgage, is limited to an aggregate principal amount equal to twice the aggregate value, as defined in the First and Refunding Mortgage, of the stock of the Railroad Company of all classes at the time issued and outstanding. For a description of the properties and franchises mortgaged and pledged, the nature and extent of the security, and the terms and conditions upon which the First and Refunding Bonds are secured, reference is made to the First and Refunding Mortgage.

This bond is subject to redemption, at the option of the Railroad Company, on , at the principal amount hereof together with accrued interest and a premium of per cent. of the principal amount hereof, upon not less than sixty days prior notice to be given, as provided in the First and Refunding Mortgage, by publication once during each of four successive calendar weeks, upon any days in the week, in a newspaper of general circulation in the Borough of Manhatten, in the City and State of New York, the first publication to be not less than sixty days nor more than ninety days prior to the designated redemption date.

In case an event of default, as defined in the First and Refunding Mortgage, shall occur, the principal of the First and Refunding Bonds may be declared, or may become, due and payable in the manner and with the effect provided in the First and Refunding Mortgage.

No recourse shall be had for the payment of the principal or interest of this bond or any part thereof or for any claim based thereon or otherwise in respect thereof or of the indebtedness represented thereby or of the First and Refunding Mortgage, against any incorporator, stockholder, officer or director, as such, past, present or future, of the Railroad Company, or of any successor company, either directly or through the Railroad Company or any such successor company, whether by anylegal or equitable proceeding, by virtue of any statute, constitutional provision or rule of law, or by the enforcement of any assessment or otherwise, all such liability being by the acceptance hereof and as part of the consideration of the issue hereof expressly waived and released.

This bond shall pass by delivery unless registered in the name of the owner at the office or agency of the Railroad Company in the Borough of Manhattan, in the City and State of New York, such registry being noted on the bond by the Railroad Company or its agent. After such registry, no transfer shall be valid unless made at said office or agency by the registered holder in person, or by his attorney duly authorized, and similarly noted on the bond, but the same may be discharged from registry by transfer in like manner

to bearer, and thereupon transferability by delivery shall be restored; but this bond may again, from time to time, be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, which shall continue to be transferable by delivery.

The holder of any coupon bond or bonds of this series may, at his option, surrender for cancellationhis bond or bonds, with all unmatured coupons thereto belonging, in exchange for a registered bond or bonds without coupons of this series for the same aggregate principal amount and any such registered bond or bonds without coupons may in turn be re-exchanged for a coupon bond or bonds of this series for the same aggregate principal amount with all unmatured coupons thereto belonging, in each case as provided in the First and Refunding Mortgage, and on payment, if the Railroad Company shall so require, of the charge therein authorized. Coupon bonds of this series with all unmatured coupons thereto belonging, in the aggregate principal amount of $1000 but of smaller denominations, may be surrendered in exchange for a coupon bond for $1000 of this series with all unmatured coupons thereto belonging, as provided in the First and Refunding Mortgage, and on payment, if the Railroad Company shall so require, of the charge therein authorized.

This bond shall not be entitled to any benefit under the First and Refunding Mortgage, and shall not become valid or obligatory for any purpose, until it shall have been authenticated by the certificate of the Corporate Trustee under the First and Refunding Mortgage, hereon endorsed.

IN WITNESS WHEREOF, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC 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 to be attested by its secretary or an assistant secretary, and coupons for said interest with the engraved facsimile signature of its treasurer to be attached hereto.

Dated

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY,
by

Vice-President.

Attest:

Assistant Secretary.

[FORM OF INTEREST COUPON]

No. $

On the day of , , unless the bond hereinafter mentioned shall have been called for previous redemption, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY will pay to the bearer, at its office or agency in the Borough of Manhatten, in the City and State of New York, dollars in gold coin of the United States of America; being/months' interest then due on its Per cent. First and Refunding Mortgage Bond, Series , No. .

Treasurer.

[FORM OF REGISTERED BOND]

UNITED STATES OF AMERICA
STATE OF WISCONSIN

NO. SERIES $

PER CENT.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
Registered First and Refunding Mortgage Bond
Due .

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin (hereinafter called the Railroad Company), for value received, hereby promises to pay to , or registered assigns, on the day of , , dollars, and to pay interest on said principal amount from the day of or next preceding the date hereof (unless this bond is dated the day of or , and in such case from the date hereof), at the rate of per cent. per annum, annually, on the days of and in every year. Payment of the principal and interest of this bond will be made at the office or agency of the Railroad Company in the Borough of Manhattan, in the City and State of New York, in gold coin of the United States of America, of or equal to the standard of weight and fineness as it existed on .

This bond is one of an issue of coupon bonds and registered bonds of the Railroad Company, known as the Railroad Company's First and Refunding Mortgage Bonds and hereinafter called First and Refunding Bonds, all issued and to be issued under, and equally secured by, a mortgage and deed of trust, dated as of February 2, 1925, made by the Railroad Company to United States Mortgage and Trust Company and Calvert Brewer, as Trustees, hereinafter called the First and Refunding Mortgage. The total authorized issue of First and Refunding Bonds at any one time outstanding, together with any bonds reserved under the First and Refunding Mortgage for refunding as provided in the First and Refunding Mortgage, is limited to an aggregate principal amount equal to twice the aggregate value, as defined in the First and Refunding Mortgage, of the stock of the Railroad Company of all classes at the time issued and outstanding. For a description of the properties and franchises mortgaged and pledged, the nature and extent of the security, and the terms and conditions upon which the First and Refunding Bonds are secured, reference is made to the First and Refunding Mortgage.

This bond is subject to redemption, at the option of the Railroad Company, on , at the principal amount hereof together with accrued interest and a premium of per cent. of the principal amount hereof, upon not less than sixty days prior notice to be given , as provided in the First and Refunding Mortgage, by publication once during each of four successive calendar weeks, upon any days in the week, in a newspaper of general circulation in the Borough of Manhattan, in the City and State of New York, the first publication to be not less than sixty days nor more than ninety days prior to the designated redemption date.

In case an event of default, as defined in the First and Refunding Mortgage, shall occur, the principal of the First and Refunding Bonds may be declared, or may become, due and payable, in the manner and with the effect provided in the First and Refunding Mortgage.

No recourse shall be had for the payment of the principal or interest of this bond or any part thereof or for any claim based thereon or otherwise in respect thereof or of the indebtedness represented thereby or of the First and Refunding Mortgage, against any incorporator, stockholder, officer or director, as such, past, present or future, of the Railroad Company, or of any successor company, either directly or through the Railroad Company or any such successor company, whether by any legal or equitable proceeding, by virtue of any statute, constitutional provision or rule of law, or by the enforcement of any assessment or otherwise, all such liability being by the acceptance hereof and as part of the consideration of the issue hereof expressly waived and released.

This bond is transferable by the registered holder hereof in person, or by his attorney duly authorized, at the office or agency of the Railroad Company in the Borough of Manhattan, in the City and State of New York, upon surrender and cancellation of this bond, and thereupon one or more new registered bonds without coupons of this series and for the same aggregate principal amount will be issued to the transferee in exchange therefor, as provided in the First and Refunding Mortgage, and on payment, if the Railroad Company shall so require, of the charge therein authorized. This bond may be exchange for one or more coupon bonds of this series for the same aggregate principal amount with all unmatured coupons thereto belonging, and any such coupon bond or bonds with all unmatured coupons thereto belonging may in turn be re-exchanged for a registered bond or bonds without coupons of this series for the same aggregate principal amount, in each case as provided in the First and Refunding Mortgage, and on payment, if the Railroad Company shall so require, of the charge therein authorized.

This bond shall not be entitled to any benefit under the First and Refunding Mortgage, and shall not become valid or obligatory for any purpose, until it shall have been authenticated by the certificate of the Corporate Trustee under the First and Refunding Mortgage, hereon endorsed.

IN WITNESS WHEREOF, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC 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 to be attested by its secretary or an assistant secretary.

Dated , .

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY,
by

Vice-President.

Attest:

Assistant Secretary.

[FORM OF CORPORATE TRUSTEE'S CERTIFICATE ON BONDS]

This bond is one of the bonds, of the series designated therein, described in the within mentioned mortgage and deed of trust.

UNITED STATES MORTGAGE AND TRUST COMPANY,
Corporate Trustee.
by

AND WHEREAS all acts and things prescribed by law and by the Article of Organization and the by-laws of the Railroad Company have been duly complied with, and the Railroad Company has executed this indenture in the exercise of each and every legal right and power in it vested, and all things necessary to make the First and Refunding Bonds when authenticated by the Corporate Trustee the valid and binding obligations of the Railroad Company, and to make this indenture a valid and binding mortgage and agreement for the security of the First and Refunding Bonds have been done and performed:

NOW, THEREFORE, THIS INDENTURE WITNESSETH that in order to secure the payment of all the First and Refunding Bonds at any time issued and outstanding under this indenture, according to their tenor, purport and effect, as well the interest as the principal thereof, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and to declare the terms and conditions upon which the First and Refunding Bonds are issued, received and held, and for and in consideration of the premises and of the acceptance or purchase of the First and Refunding Bonds by the holders thereof, and of the sum of one hundred dollars, lawful money of the United States of America, to the Railroad Company duly paid by the Trustees at or before the ensealing and delivery of this indenture, the receipt whereof is hereby acknowledged, the Railroad Company has executed and delivered this indenture, and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustees, their successors in the trust and their assigns:

FIRST. All right, title and interest of the Railroad Company in and to all and singular the following described lines of railroad and all right, title and interest of the Railroad Company in and to any other lines of railroad in or to which, at the date of the execution and delivery of this indenture, the Railroad Company has any right, title or interest.

A.

The following lines of railroad which are owned by the Railroad Company:

(1) A line from Chicago, Illinois, via Milwaukee, Portage and La Crosse, Wisconsin, River Junction, St. Paul and Minneapolis, Minnesota, Mobridge, South Dakota, Marmarth, North Dakota, Miles City and Butte, Montana, Plummer Junction, Idaho, Marengo, Beverly, Ellensburg and Cle-Elum, Washington, to a connection with the line of railway of the Pacific Coast Railroad Company (formerly Columbia & Puget Sound Railroad Company) near Maple Valley, Washington.

(2) A line from Milwaukee, Wisconsin, via Milton Junction, Madison and Prairie du Chien, Wisconsin, Marquette, Mason City and Sanborn, Iowa, Canton and Mitchell, South Dakota, to Rapid City, South Dakota.

(3) A line from Chicago, Illinois, to Wilmette, Illinois.

(4) A line from a point of connection with the line described in item (3)

at Chicago & Evanston Junction, Illinois, via Savanna, Illinois, Green Island and Browns, Iowa, to Council Bluffs, Iowa.

(5) A line from a point of connection with the line described in item (1) at Rondout, Illinois, via Bardwell, Wisconsin, to Janesville, Wisconsin.

(6) A line from a point of connection with the line described in item (1) at Milwaukee, Wisconsin, to another point of connection with the line described in item (1) at Portage, Wisconsin.

(7) A line from a point of connection with the line described in item (6) at North Milwaukee, Wisconsin, to Ontonagon and Champion, Michigan.

(8) A line from Menasha, Wisconsin, to Appleton, Wisconsin.

(9) A line from a point of connection with the line described in item (7) at Oconto Junction, Wisconsin, to Oconto, Wisconsin.

(10) A line from a point of connection with the line described in item (7) at Crivitz, Wisconsin, to Menominee, Michigan.

(11) A line from a point of connection with the line described in item (7) at Kelso, Michigan, to Iron River, Michigan.

(12) A line from Station "Green" in the City of Ontonagon, Michigan, to White Pine, Michigan.

(13) A line from a point of connection with the line described in item (6) at Granville, Wisconsin, to North Lake, Wisconsin.

(14) A line from a point of connection with the line described in item (6) at Iron Ridge, Wisconsin, to Fond du Lac, Wisconsin.

(15) A line from a point of connection with the line described in item (6) at Horicon, Wisconsin, to Berlin, Wisconsin.

(16) A line from a point of connection with the line described in item (15) at Brandon, Wisconsin, to Markesan, Wisconsin

(17) A line from a point of connection with the line described in item (15) at Ripon, Wisconsin, to Oshkosh, Wisconsin.

(18) A line from a point of connection with the line described in item (15) at Rush Lake, Wisconsin, to Winneconne, Wisconsin.

(19) A line from a point of connection with the line described in item (1) at Watertown Junction, Wisconsin, to a point of connection with the line described in item (2) at Madison, Wisconsin.

(20) A line from a point of connection with the line described in item (1) at New Lisbon, via Babcock, to Boulder Junction and Star Lake, all in Wisconsin.

(21) A line from a point of connection with the line described in item (20) at Babcock, Wisconsin, to Norway, Wisconsin.

(22) A line from a point of connection with the line described in item (20) at Babcock, via Dexterville, to Lynn, all in Wisconsin.

(23) A line from a point of connection with the line described in item (22) at Dexterville, Wisconsin, to Pittsville, Wisconsin.

(24) A line from a point of connection with the line described in item (20) at Merrill, Wisconsin, to New Wood, Wisconsin.

(25) A line from a point of connection with the line described in item (20) at Otis, via Gleason, to Kalinke and Grundy, all in Wisconsin

(26) A line from a point of connection with the line described in item (1) at Sparta, Wisconsin to Viroqua, Wisconsin.

(27) A line from a point of connection with the line described in item (1) at Bridge Switch, Minnesota, via La Crescent, Isinours, Ramsey, Wells and Pipestone, Minnesota, to Wessington Springs, South Dakota.

(28) A line from a point of connection with the line described in item (27) at Hollandale Junction, Minnesota to Hollandale, Minnesota.

(29) A line from a point of connection with the line described in item (27) at Albert Lea, Minnesota, To St. Clair, Minnesota.

(30) A line from a point of connection with the line described in item (27) at Wells, Minnesota, to Mankato, Minnesota.

(31) A line from a point of connection with the line described in item (1) at Midland Junction, via Zumbrota, to Faribault, all in Minnesota.

(32) A line from a point of connection with the line described in item (1) at Wabasha, Minnesota, to Magenta in the City of Eau Claire, Wisconsin.

(33) A line from a point of connection with the line described in item (32) at Red Cedar Junction, Wisconsin, to Menomonie, Wisconsin.

(34) A line from a point of connection with the line described in item (1) at Cannon Junction, Minnesota, to Cannon Falls, Minnesota.

(35) A line from a point of connection with the line described in item (1) at Hastings, via Farmington, to another point of connection with the line described in item (1) at Cologne, all in Minnesota.

(36) A line from a point of connection with the line described in item (1) at St. Croix Junction, Minnesota, to Bayport, Minnesota.

(37) A line from a point of connection with the line described in item (1) at Glencoe, Minnesota, to Hutchinson, Minnesota.

(38) A line from a point of connection with the line described in item (1) at Ortonville, Minnesota, to Fargo, North Dakota.

(39) A line from a point of connection with the line described in item (1) at Milbank, South Dakota, to Sisseton, South Dakota.

(40) A line from a point of connection with the line described in item (1) at Andover, South Dakota, to Cogswell, North Dakota.

(41) A line from a point of connection with the line described in item (1) at Aberdeen, South Dakota, to Edgeley, North Dakota.

(42) A line from a point of connection with the line described in item (1) at Roscoe, South Dakota, to Orient, South Dakota.

(43) A line from a point of connection with the line described in item (1) at Roscoe, South Dakota, to a point of connection with the line of railway of the Northern Pacific Railway Company near the east and west quarter line in Section 17, Township 132 North, Range 76 West near Linton, North Dakota.

(44) A line from a point of connection with the line described in item (1) at Moreau Junction, via Trail City, to Isabel, all in South Dakota.

(45) A line from a point of connection with the line described in item (44) at Trail City, South Dakota, to Faith, South Dakota.

(46) A line from a point of connection with the line described in item (1) at McLaughlin, South Dakota, to New England, North Dakota.

(47) A line from a point of connection with the line described in item (1) at Harlowton, via Lewistown, to Agawam, all in Montana.

(48) A line from a point of connection with the line described in item (47) at Lewistown, Montana, to Winnett, Montana.

(49) A line from a point of connection with the line described in item (47) at Lewistown, Montana, to Winifred, Montana,

(50) A line from a point of connection with the line described in item (49) at Roy Junction, Montana, to Roy, Montana.

(51) A line from a point of connection with the line described in item (1) at Ringling, Montana, to Dorsey, Montana.

(52) A line from a point of connection with the line described in item (1) at Three Forks, via Bozeman, to Menard, all in Montana.

(53) A line from a point of connection with the line described in item (52) at Belgrade Junction, Montana, to Belgrade , Montana.

(54) A line from a point of connection with the line described in item (52) at Bozeman Hot Springs, Montana, to Gallatin Gateway, Montana.

(55) A line from a point of connection with the line described in item (1) at Bonner Junction, Montana, to Sunset, Montana.

(56) A line from a point of connection with the line described in item (1) at St. Maries, Idaho, to Purdue, Idaho.

(57) A line from Bovill, Idaho, to Elk River, Idaho.

(58) A line from a point of connection with the line described in item (1) at Plummer Junction, Idaho, to Manito, Washington.

(59) A line from Dishman, Washington, via McGuires, Idaho, to Metaline Falls, Washington.

(60) A line from a point of connection with a line described in item (59) at McGuires, Idaho, to Coeur d'Alene, Idaho.

(61) A line from a point near the crossing of the tracks of the Northern Pacific Railway Company in the South Half of Section 16, Township 25 North, Range 43. East of the W. M. Meridian in the City of Spokane, Washington, to the west line of Center Street, in said City.

(62) A line from a point of connection with the line described in item (1) at Warden, Washington, to Marcellus, Washington.

(63) A line from a point of connection with the line described in item (62) at Tiflis Station, Washington, to Neppel Station, Washington.

(64) A line from a point of connection with the line described in item (1) at Beverly Junction, Washington, to Hanford, Washington.

(65) A line from a point of connection with the line described in item (1) at Cedar Falls, Washington, to Everett, Washington.

(66) A line from a point of connection with the line described in item (1) at Bagley Junction, Washington, to Enumclaw Junction, Washington.

(67) A line from a point of connection with the line of said Pacific Coast Railroad Company at the North Line of Island No. 1 in Sec. 18, Township 22 North, Range 14 East in the City of Seattle, Washington, to a point in Railroad Avenue between Atlantic Street and Connecticut Street in said City.

(68) A line from Tacoma Junction, Washington, to Pacific Avenue in the City of Tacoma, Washington.

(69) A line from a point of connection with the line described in item (68) at Tacoma, Washington, to Morton, Washington.

(70) A line from a point of connection with the line described in item (69) at Frederickson, Washington, to Helsing Junction, Washington.

(71) A line from a point of connection with the line described in item (70) at Maytown, Washington, to Raymond, Washington.

(72) A line from a point of connection with the line described in item (69) at Tanwax Junction, Washington, to Tidewater, Washington.

(73) A line from a point of connection with the line described in item (69) at Kapowsin, Washington, to Electron, Washington.

(74) A line from a point of connection with the line described in item (69) at Park Junction, Washington, to Ashford, Washington.

(75) A line from a point of connection with the line described in item (69) at East Creek Junction, Washington, to Mountain Camp, Washington.

(76) A line from Bellingham to Glacier, including the Squalicum Creek line, all in Washington.

(77) A line from a point of connection with the line described in item (76) at Goshen, Washington, to Kulshan, Washington.

(78) A line from a point of connection with the line described in item (76) at Hampton, Washington, to Lynden, Washington.

(79) A line from Discovery Junction, Washington, to Deep Creek, Washington.

(80) A line from a point of connection with the line described in item (2) at Eagle, Wisconsin, to Elkhorn, Wisconsin.

(81) A line from a point of connection with the line described in item (2) at Milton Junction, via a point of connection with the line described in item (5) at Janesville, to Mineral Point and Platteville, all in Wisconsin.

(82) A line from a point of connection with the line described in item (81) at Brodhead, Wisconsin, to New Glarus, Wisconsin.

(83) A line from a point of connection with the line described in item (81) at Gratiot, Wisconsin, to Shullsburg, Wisconsin.

(84) A line from a point of connection with the line described in item (81) at Janesville, Wisconsin, via Beloit, Wisconsin, and Rockton, Illinois, to Rockford, Illinois.

(85) A line from a point of connection with the line described in item (2) at Madison, Wisconsin, to a point of connection with the line described in item (1) at Portage, Wisconsin.

(86) A line from a point of connection with the line described in item (2) at Mazomanie, Wisconsin, to Prairie du Sac, Wisconsin.

(87) A line from a point of connection with the line described in item (2) at Lone Rock, Wisconsin, to Richland Center, Wisconsin.

(88) A line from a point of connection with the line described in item (2) at Wauzeka, Wisconsin, to La Farge, Wisconsin.

(89) A line from a point of connection with the line described in item (2) at Beulah, Iowa, to Elkader, Iowa.

(90) A line from a point of connection with the line described in item (2) at Calmar, Iowa, via Conover, Iowa, Austin, Minnesota, a point of connection with the line described in item (27) at Ramsey, Minnesota, a point of connection with the line described in item (31) at Faribault, Minnesota, and a point of connection with the line

described in item (35) at Farmington, Minnesota, to Mendota and South Minneapolis, Minnesota.

(91) A line from a point of connection with the line described in item (90) at Conover, Iowa, to Decorah, Iowa.

(92) A line from a point of connection with the lines described in items (35) and (90) at Farmington, Minnesota, to Benning, Minnesota.

(93) A line from a point of connection with the line described in item (2) at Mason City, Iowa, to a point of connection with the line described in item (90) at Austin, Minnesota.

(94) A line from a point of connection with the line described in item (2) at Marion Junction, South Dakota, to Running Water, South Dakota.

(95) A line from a point of connection with the line described in item (4) at Galewood, Illinois, to Dunning, Illinois.

(96) A line from a point of connection with the line described in item (4) at Ashdale, via Ebner, to East Moline, all in Illinois.

(97) A line from a point of connection with the line described in item (4) at Savanna, Illinois, to a point of connection with the line described in item (96) at Ebner, Illinois.

(98) A line from a point of connection with the line described in item (4) at Sabula, Iowa, via Elk River Junction, Iowa, to another point of connection with the line described in item (4) at Browns, Iowa

(99) A line from a point of connection with the line described in item (98) at Elk River Junction, Iowa, to Clinton, Iowa.

(100) A line from a point of connection with the line described in item (4) at Green Island, Iowa, via a point of connection with the line described in item (2) at Marquette, Iowa, and a point of connection with the line described in item (27) at La Crescent, Minnesota, to a point of connection with the line described in item (1) at River Junction, Minnesota.

(101) A line from a point of connection with the line described in item (100) at Bellevue, Iowa, to Cascade, Iowa.

(102) A line from a point of connection with the line described in item (100) at Turkey River Junction, Iowa, to West Union, Iowa.

(103) A line from a point of connection with the line described in item (100) at Waukon Junction, Iowa, to Waukon, Iowa.

(104) A line from a point of connection with the line described in item (100) at Reno, Minnesota, to a point of connection with the line described in item (27) at Isinours, Minnesota.

(105) A line from Eldridge Junction, via a point of connection with the line described in item (4) at Delmar, to Hurstville, all in Iowa.

(106) A line from Davenport, via a point of connection with the line described in item (105) at Eldridge Junction, a point of connection with the line described in item (4) at Oxford Junction, and Monticello, to a point of connection with the line described in item (2) at Jackson Junction, all in Iowa.

(107) A line from a point of connection with the line described in item (4) at Paralta, via a point of connection with the line described in item (106) at Monticello, to Farley, all in Iowa.

(108) A line from a point of connection with the line described in item (4) at Marion, Iowa, to Coburg, Missouri.

(109) A line from a point of connection with the line described in item (108) at Rutledge, Iowa, to Muscatine, Iowa.

(110) A line from 16th (Farnham) Street in the City of Des Moines, via a point of connection with the line described in item (4) at Herndon, to Spirit Lake, all in Iowa.

(111) A line from a point of connection with the line described in item (110) at Clive, via a point of connection with the line described in item (4) at Madrid, to Boone, all in Iowa.

(112) A line from a point of connection with the line described in item (110) at Rockwell City, Iowa, to Storm Lake, Iowa.

(113) A line from a point of connection with the line described in item (4) at Manilla, Iowa, via Sioux City, Iowa, Elk Point, South Dakota, a point of connection with the line described in item (2) at Canton, South Dakota, Renner, South Dakota, and a point of connection with the line described in item (27) at Madison, South Dakota, to a point of connection with the line described in item (1) at Bristol, South Dakota.

(114) A line from a point of connection with the line described in item (113) at Renner, South Dakota, to a point of connection with the line described in item (27) at Sioux Falls Junction, South Dakota.

(115) A line from a point of connection with the line described in item (113) at Elk Point, via Napa, to a point of connection with the line described in item (94) at Scotland Junction, all in South Dakota.

(116) A line from a point of connection with the line described in item (94) at Scotland, via Tripp, a point of connection with the line described in item (2) at Mitchell and a point of connection with the line described in item (27) at Woonsocket, to a point of connection with the line described in item (1) at Aberdeen, all in South Dakota.

(117) A line from a point of connection with the line described in item (115) at Napa, via a point of connection with the line described in item (94) at Tyndall, to Platte, all in South Dakota.

(118) A line from a point of connection with the line described in item (116) at Tripp, South Dakota, to Stickney, South Dakota.

(119) A line from Racine, Wisconsin, via a point of connection with the line described in item (1) at Sturtevant, a point of connection with the line described in item (80) at Elkhorn, and a point of connection with the line described in item (5) at Bardwell, to a point of connection with the line described in item (84) at Beloit, all in Wisconsin.

(120) A line from a point of connection with the line described in item (84) at Rockton, Illinois, to a point of connection with the line described in item (4) at Kittredge, Illinois.

(121) A line from Steward Junction, Illinois, to Seatonville Junction, Illinois.

(122) A line from a point of connection with the line described in item (121) at Ladd, Illinois, to Cherry, Illinois.

(123) A line from Granville, Illinois, to Oglesby, Illinois.

(124) A line from a point near St. Clair Street in the City of St. Paul, Minnesota, to a point near Cleveland Street, with a spur to the Ford plant, all in said City.

B.

The following lines of railroad in which the Railroad Company owns an un-

divided one-half interest:

(1) A line from a point in the west line of North Canal Street, between Carroll Avenue and Fulton Street in the City of Chicago, Illinois, to Western Avenue in said City.

(2) A line from a point of connection with the line described in item (90) of subdivision A in the City of Mendota, Minnesota, by way of Chestnut Street in the City of St. Paul, Minnesota, to Sibley Street in said last mentioned City.

(3) A line from the west line of Sec. 6, Twp. 28 North, Range 8 West, near Columbia Street in the City of Chippewa Falls, Wisconsin, to Court Street in said City.

(4) A line from a point of connection with the line described in item (110) of subdivision A at a point near the center of 16th (Farnham) Street in the City of Des Moines, Iowa, to the Union Depot in said City.

(5) A line from a point of connection with the line described in item (7) of subdivision A at Hilbert, via a point of connection with the line described in item (8) of subdivision A at Menasha, to Neenah, all in Wisconsin.

(6) A line from a point of connection with the line described in item (7) of subdivision A at a point in the north and south quarter line of Sec. 25, Twp. 52 North, Range 40 West, near Ontonagon, Michigan, to a point of connection with the line described in item (12) of subdivision A at Station "Green" in said City.

(7) A line from Brady Street in the City of Davenport, Iowa, to a point of connection with the railway of Chicago, Rock Island & Pacific Railway Company at West Davenport, Iowa.

(8) A line from a point of connection with the line described in item (30) of subdivision A at D Street in the City of Mankato, Minnesota, to Maple Street in said City.

(9) A line from a point of connection with the line described in item (43) of subdivision A at a point in Sec. 17, Twp. 132 North, Range 76 West in Emmons County, North Dakota, to a point of connection with the railway of the Northern Pacific Railway Company at Walnut Avenue, in the town of Linton, North Dakota.

(10) A line from a point of connection with the line described in item (14) of subdivision A at Forest Street to another point of connection with the line described in item (14) of subdivision A at Merrill Street, between Macy Street and the east branch of Fond du Lac River, all in the City of Fond du Lac, Wisconsin

(11)A line from a point of connection with the line described in item (17) of subdivision A at a point about 400 feet northerly of the north end of Bridge B-173 across Fox Ri southerly to a point about 250 feet south of the south end of said bridge, all in the City of Oshkosh, Wisconsin.

(12) A line from a point of connection with the line described in item (4) of subdivision A at a point about 450 feet easterly from the depot at Davis Junction, Illinois, northwesterly to a point of connection with the railway of Chicago, Burlington & Quincy Railroad Company in the West Half of Sec. 23, Twp. 42 North, Range 1 East, in Ogle County, Illinois.

(13) A line from a point of connection with the railway of Pacific Coast Railroad Company (formerly Columbia and Puget Sound Railroad Company) at Black River Junction to a point of connection with the line described in item (68) of subdivision A at Tacoma Junction, near the east bank of the Puyallup River, all in Washington.

(14) A line from a point of connection with the line described in item (70) of subdivision A at Helsing Junction, Washington, to Hoquiam, Washington.

(15) A line from a point of connection with the line described in item (14) of this subdivision B at South Montesano, Washington, to Montesano, Washington.

(16) A line from a point of connection with the line described in item (61) of subdivision A at the west line of Center Street in the City of Spokane, Washington, to the east line of Monroe Street in said City.

C.

The following lines of railroad in which the Railroad Company has a leasehold interest under a lease from Chicago, Terre Haute and Southeastern Railway Company, dated July 1, 1921:

(1) A line from Chicago Heights, Illinois, via Delmar, Webster and Quaker, Illinois, and Belt Junction, Elnora, Bedford and Seymour, Indiana, to Westport, Indiana.

(2) A line from a point of connection with the line described in item (1) of this subdivision C at Windsor Junction, Indiana, to another point of connection with the line described in item (1) of this subdivision C at Bridge Junction, Indiana.

(3) A line from a point of connection with the line described in item (1) of this subdivision C at Belt Junction, Indiana, to Terre Haute, Indiana.

(4) A line from a point of connection with the line described in item (1) of this subdivision C at Blackhawk, Indiana, via Hawton to Sullivan, all in Indiana.

(5) A line from a point of connection with the line described in item (1) of this subdivision C at Latta, Indiana, to a point of connection with the line described in item (4) of this subdivision C at Hawton, Indiana.

(6) A line from a point of connection with the line described in item (1) of this subdivision C at Bedford, Indiana, to Oolitic, Indiana.

(7) Branch lines to mines and industries in Indiana.

D.

The following lines of railroad over which the Railroad Company has trackage rights under the respective agreements hereinafter mentioned:

(1) A line from Union Station, Chicago, Illinois, to a point of connection with the line described in item (1) of subdivision B at a point in the west line of North Canal Street, between Carroll Avenue and Fulton Street in said City, under an agreement, dated July 2, 1915, with Chicago Union Station Company, incorporated in Illinois.

(2) A line from a point of connection with the line described in item (1) of subdivision A at Techny, Illinois, to a point of connection with the line described in item (4) of subdivision A at Bensenville, Illinois, under an agreement, dated March 1, 1920, with Chicago & North Western Railway Company, incorporated in Illinois, Michigan and Wisconsin.

(3) A line from a point of connection with the line described in item (99) of subdivision A at Clinton, Iowa, via a point of connection with the line described in item (106) of subdivision A at Davenport, Iowa, to a point of connection with the line described in item (96) of subdivision A at East Moline, Illinois, under an agreement, dated February 27, 1901, with Davenport, Rock Island and Northwestern Railway Company, incorporated in Iowa.

(4) A line from a point of connection with the line described in item (99) of subdivision A at Clinton, Iowa, to Chancy, Iowa, under an agreement, dated August 21, 1917, with Burlington, Cedar Rapids & Northern Railway Company, a predecessor of Chicago,

Rock Island & Pacific Railway Company, incorporated in Illinois and Iowa, and Chicago, Burlington & Quincy Railroad Company, incorporated in Illinois.

(5) A line from a point of connection with the line described in item (84) of subdivision A at Rockford, via a point of connection with the line described in item (4) of subdivision A at Davis Junction, to a point of connection with the line described in item (121) of subdivision A of Steward Junction, all in Illinois, under agreements, dated November 5, 1881, and March 23, 1903, with Chicago, Rockford & Northern Railroad Company and Chicago , Burlington & Quincy Railway Company, respectively, each a predecessor of Chicago, Burlington & Quincy Railroad Company, incorporated in Illinois.

(6) A line from a point of connection with the line described in item (4) of subdivision A at Franklin Park, Illinois, to Blue Island, Illinois, under an agreement, dated July 1, 1921, with Indiana Harbor Belt Railroad Company, incorporated in Illinois.

(7) A line from a point of connection with the line described in item (6) of this subdivision D at Harvey Junction, via Blue Island, to a point of connection with the line described in item (1) of subdivision C at Chicago Heights, all in Illinois, under an agreement, dated July 1, 1921, with Indiana Harbor Belt Railroad Company, incorporated in Illinois.

(8) A line from a point of connection with the line described in item (6) of this subdivision D at Chappel Yard, near Argo in the Town of Summit, Illinois, to Oakley Avenue (Union Stock Yards), in the City of Chicago, Illinois, under an agreement, dated July 1, 1921, with Indiana Harbor Belt Railroad Company, incorporated in Illinois.

(9) A line from a point of connection with the line described in item (8) of this subdivision D at Oakley Avenue, in the City of Chicago, Illinois to Ashland Avenue (Union Stock Yards), in said City, under an agreement with Chicago River and Indiana Railroad Company, incorporated in Illinois.

(10) A line from a point of connection with the line described in item (4) of subdivision A at Council Bluffs, Iowa, to a point about 1½ miles southerly of the passenger station of the Union Pacific Railroad Company at South Omaha, Nebraska, including bridge across the Missouri River, and a connection with the tracks of the passenger station of said Company in Omaha, Nebraska, under an agreement, dated May 26, 1898, with Union Pacific Railroad Company, incorporated in Utah.

(11) A line from a point of connection with the line described in item (3) of this subdivision D at a point about two miles west of Davenport Station, in the City of Davenport, Iowa, to a point of connection with the line described in item (109) of subdivision A at a point near Warren Street, known as Culver, in the City of Muscatine, Iowa, under an agreement, dated August 1, 1901, with Chicago, Rock Island & Pacific Railway Company, incorporated in Illinois and Iowa.

(12) A line from a point of connection with the line described in item (121) of subdivision A at the north line of Burlington Street in the City of Mendota, Illinois, to a point 200 feet south of 5th Street in said City, under an agreement dated March 23, 1903, with Illinois Central Railroad Company, incorporated in Illinois.

(13) A line from a point of connection with the line described in item (121) of subdivision A at Seatonville Junction, via a point of connection with the line described in item (123) of subdivison A at Granville, to a point 1 mile south of McNabb, all in Illinois, under an agreement, dated February 9, 1903, with New York Central Railroad Company, a consolidated corporation of New York and other states.

(14) A line from a point of connection with the line described in item (13) of this subdivision D at Depue Junction, Illinois, to Depue, Illinois, under an agreement, dated February 9, 1903, with New York Central Railroad Company, a consolidated corporation of New York and other states.

(15) A line from a point of connection with the line described in item (122) of subdivision A in the City of Ladd, Illinois, to another point in said City, under an agreement, dated February 9, 1903, with New York Central Railroad Company, a consolidated corporation of New York and other states.

(16) A line from a point of connection with the lines described in item (110) of subdivision A and item (4) of subdivision B at 16th (Farnham) Street in the City of Des Moines, Iowa, to 28th Street in said City, under an agreement, dated January 1, 1924, with Des Moines Union Railway Company, incorporated in Iowa.

(17) A line from North Junction to South Junction in the City of Dubuque, Iowa, connecting with the line described in item (100) of subdivision A, under an agreement, dated March 18, 1892, with Illinois Central Railroad Company, incorporated in Illinois.

(18) A line from a point of connection with the line described in item (108) of subdivision A at Coburg, Missouri, to Union Station in Kansas City, Missouri, and to Kansas State Line, under an agreement, dated May 31, 1887, with Kansas City Belt Railway Company, predecessor of Kansas City Terminal Railway Company, incorporated in Missouri.

(19) A line from a point of connection with the line described in item (7) of subdivision A at Channing, Michigan, to Wells Junction and Bay Front Branch in the City of Escanaba, Michigan, under an agreement, dated January 1, 1921, with Escanaba & Lake Superior Railway Company, incorporated in Michigan.

(20) A line from a point of connection with the line described in item (32) subdivision A at Magenta in the City of Eau Claire, Wisconsin, to a point of connection with the line described in item (3) of subdivision B near Columbia Street in Chippewa Falls, Wisconsin, under an agreement, dated April 15, 1919, with Wisconsin Central Railway Company and Minneapolis, St. Paul and Sault Ste. Marie Railway Company, incorporated, respectively, in Wisconsin and Minnesota.

(21) A line from a point of connection with the line described in item (1) of subdivision A at St. Paul, via Carlton, to Duluth, including branches, all in Minnesota, under an agreement, dated October 1, 1900, with Northern Pacific Railway Company, incorporated in Wisconsin.

(22) A line from a point of connection with the line described in item (21) of this subdivision D at Carlton, Minnesota, to Cloquet, Minnesota, under an agreement, dated October 1, 1900, with Northern Pacific Railway Company, incorporated in Wisconsin.

(23) A line from a point of connection with the line described in item (21) of this subdivision D at Carlton, Minnesota, via Superior, Wisconsin, to West Superior, Wisconsin, under an agreement, dated October 1, 1900, with Northern Pacific Railway Company, incorporated in Wisconsin.

(24) A line from a point of connection with the line described in item (92) of subdivision A at Benning, Minnesota, to a point of connection with the line described in item (8) of subdivision B at Maple Street in the City of Mankato, Minnesota, under an

agreement, dated December 1, 1902, with Chicago, Great Western Railway Company, incorporated in Illinois.

(25) A line from a point of connection with the line described in item (1) of subdivision A at St. Croix Junction, Minnesota, to St. Paul, Minnesota, under an agreement, dated May 28, 1902, with Chicago, Burlington & Quincy Railway Company, predecessor of Chicago, Burlington & Quincy Railroad Company, incorporated in Illinois.

(26) A line from a point of connection with the line described in item (36) of subdivision A at Bayport, Minnesota, to Stillwater, Minnesota, under an agreement, dated May 4, 1904, with Chicago, St. Paul, Minneapolis & Omaha Railway Company, incorporated in Wisconsin,

(27) Lines in Union Depot Terminal, St. Paul, Minnesota, under an agreement, dated December 18, 1916, with St. Paul Union Depot Company, incorporated in Minnesota.

(28) A line from a point of connection with the line described in item (58) of subdivision A at Manito, Washington, to a point of connection with the line described in item (61) of subdivision A at a point near the crossing of the tracks of the Northern Pacific Railway Company in the South Half of Section 16, Township 25 North, Range 43 East of the W. M. Meridian in the City of Spokane, Washington, under agreements, dated June 10, 1913, and September 21, 1913, with Oregon-Washington Railroad & Navigation Company, incorporated in Oregon.

(29) A line from a point of connection with the line described in item (16) of subdivision B at the east line of Monroe Street in the City of Spokane, Washington, to a point of connection with the line described in item (1) of subdivision A at Marengo, Washington, under an agreement, dated April 15, 1912, with Oregon-Washington Railroad & Navigation Company, incorporated in Oregon.

(30) A line from a point of connection with the line described in item (1) of subdivision A near Maple Valley, via the point of connection with the line described in item (13) of subdivision B at Black River Junction, to a point of connection with the line described in item (67) of subdivision A at the North Line of Island No. 1, Sec. 18, Twp.22 North, Range 14 East, in the City of Seattle, Washington, under an agreement, dated May 21, 1906, with Pacific Coast Railway Company, incorporated in California.

(31) A line from a point of connection with the line described in item (14) of subdivision B at Cosmopolis to another point of connection with the line described in item (14) of subdivision B at Aberdeen, and from Aberdeen to another point of connection with the line described in item (14) of subdivision B at Hoquiam, all in Washington, under agreements, dated July 31, 1911, and March 7, 1914, with Northern Pacific Railway Company, incorporated in Wisconsin.

(32) A line from a point of connection with the line described in item (56) of subdivision A at Purdue, Idaho, to a point of connection with the line described in item (57) of subdivision A at Bovill, Idaho, under an agreement, dated December 10, 1917, with Washington, Idaho & Montana Railway Company, incorporated in Maine.

(33) A line from a point of connection with the line described in item (66) of subdivision A at Enumclaw Junction, Washington, to Enumclaw, Washington, under an agreement, dated November 7, 1910, with White River Lumber Company, incorporated in Washington.

(34) A line from a point of connection with the line described in item (30) of this subdivision D at Argo, in the City of Seattle, Washington, to the passenger depot in said City, under an agreement, dated October 4, 1923, with Oregon-Washington Railroad & Navigation Company, incorporated in Oregon.

(35) A line from a point of connection with the line described in item (79) of subdivision A at Discovery Junction, Washington, to Port Townsend, Washington, under an agreement, dated April 22, 1915, with Port Townsend and Puget Sound Railway Company, incorporated in Washington.

SECOND. All property and rights, of every name and nature, owned by the Railroad Company at the date of the execution and delivery of this indenture or thereafter acquired by it, held or acquired for use or used upon or in connection with, or appertaining to, every of the lines of railroad which, or any right, title or interest in which, shall at any time be subject to this indenture, to wit:

(a) all lands, rights of way, roadbeds, station and depot grounds, all tunnels, spurs, tracks, turnouts, switches, sidings and turntables, all superstructures, bridges, stringers, ties, rails, frogs, chairs, bolts, tie plates, splices, signals and signal apparatus, interlocking devices and other railroad appurtenances, all telegraph, telephone and electric power transmission lines, including all wires, cables, poles, conduits, ducts, subways, power plants, turbines, flumes, pipes, generators, motors, switchboards and other instruments, all stations or facilities for wireless communication and signalling, all terminals and terminal property and facilities, all station houses, warehouses, elevators, freight houses, engine houses, car houses, tower houses, yard buildings, water stations, water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, machine shops and other structures, all engines, tenders, cars and other rolling stock and equipment, wharves, docks, piers and landings, steamers and steamships, ferries, boats, barges and tugs and other floating equipment, all machinery, tools, implements and other railroad appliances, apparatus and facilities, materials and supplies, and all other physical property held or acquired for use or used upon or in connection with, or appertaining to, any of said lines of railroad; and

(b) all corporate rights, privileges, immunities and franchises, powers, licenses, easements, leases of lines of railroad or other property, leasehold rights, trackages, terminal and traffic rights, privileges and contracts, and all other contracts and rights, and all renewals and extensions thereof, held or acquired for use or used upon or in connection with, or appertaining to, any of said lines of railroad or which the Railroad Company has, or may have, the right to exercise in respect of any of said lines of railroad.

THIRD. Any and all extensions, additions, improvements and betterments, to or upon or in connection with any and all lines of railroad, premises and property which, or any right, title or interest in which, shall at any time be subject to this indenture; and all tolls, revenues, earnings, income, rents, issues and profits of such lines of railroad, premises and property and every thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in equity as in law, of the Railroad Company of, in and to such lines of railroad, premises and property

and every part and parcel thereof and of, in and to the appurtenances and franchises appertaining or hereafter to appertain thereto.

FOURTH. The following shares of capital stock now owned by the Railroad Company:

COMPANY	NUMBER OF SHARES
Chicago, Milwaukee and Gary Railway Company	9,993
Chicago, Terre Haute and Southeastern Railway Company	39,636 4/10
Chicago Union Station Company	7,000
Davenport, Rock Island and Northwestern Railway Company (of Iowa)	14,997
Des Moines Union Railway Company	1,996
Indiana Harbor Belt Railroad Company	9,998
Kansas City Terminal Railway Company	1,828 1/3
Minneapolis Eastern Railway Company	620
~~Minnesota Trans Fer Company~~ Railway Company	69
St. Paul Union Depot Company	1,035
White Sulphur Springs and Yellowstone Park Railway Company	1,526

FIFTH. The following bonds and other obligations now owned by the Railroad Company:

DESCRIPTION	PRINCIPAL AMOUNT
Chicago, Milwaukee and Gary Railway Company First Mortgage Five Per Cent. Forty Year Gold Bonds	$2,700,000.00
Chicago, Terre Haute and Southeastern Railway Company First and Refunding Mortgage Fifty Year Five Per Cent. Gold Bonds (subject, however, to the pledge thereof under an Agreement, dated July 15, 1924, with Girard Trust Company, Trustee)	200,000.00
Cowlitz, Chehalis & Cascade Railway Company General and Refunding Mortgage 6% Bonds	121,250.00
Indiana Harbor Belt Railroad Company 5% Notes	519,082.64
Kansas City Terminal Railway Company 6% Notes	86,535.96
Minneapolis Eastern Railway Company Refunding Mortgage 4½ % Bonds.	75,000.00
Seattle Terminal Company 4¾ % Notes	420,000.00

SIXTH. Any and all lines of railroad, extensions, branches, terminal facilities, additional track, real property, yards, structures and facilities of every kind, rolling stock and other equipment, additions, improvements and betterments , and all stocks, bonds and other obligations, and any and all other property of every kind and description (notwithstanding the same is not now particularly described in this indenture) which from time to time shall be constructed or acquired by the Railroad Company, in respect of the construction or acquisition whereof First and Refunding Bonds shall be authenticated and delivered or deposited moneys paid out under this indenture.

SEVENTH. Any and all property of every kind or description (notwithstanding the same is not now particularly described in this indenture) which from time to time or at any time shall in any manner become or be subject to the Fifty Year Mortgage or the Adjustment Mortgage, which mortgages shall at all times and with respect to all property, interests and rights subject thereto be subject and subordinate in lien and charge to the prior and superior lien and charge of this indenture.

EIGHTH. Any and all property of every kind and description, including shares of stock, bonds and other obligations, whether owned by the Railroad Company at the date of the execution and delivery of this indenture or thereafter acquired by it, which by any provision of this indenture the Railroad Company is required to convey, mortgage, pledge, assign or transfer to the Trustees hereunder.

NINTH. Any and all property of every kind and description, including shares of stock, bonds and other obligations, which from time to time after the date of the execution and delivery of this indenture by delivery or by writing of any kind shall have been conveyed, mortgaged, pledged, assigned or transferred by the Railroad Company, or by any one in its behalf, to the Trustees for the purposes hereof, who are hereby authorized, subject to the provisions of Section 13 of Article Five hereof, to receive at any and all times any property as and for additional security for the payment of the First and Refunding Bonds issued or to be issued under this indenture and to hold and apply any and all such property subject to the terms hereof.

But the Railroad Company may, except as otherwise herein expressly provided, by the use of its credit, or in any other manner, unless First and Refunding Bonds shall be authenticated and delivered or deposited moneys paid out hereunder to provide for, or to reimburse the Railroad Company for, the acquisition or construction thereof, construct or acquire free from the lien hereof lines of railroad, branches or extensions, or other property or interests therein, of whatsoever name or nature, including shares of stock, bonds and other obligations, but excepting rolling stock and equipment for use or used upon or in connection with, and appurtenances to, the lines of railroad and property now or hereafter subject to this indenture; and unless First and Refunding Bonds shall be authenticated and delivered or deposited moneys paid out hereunder to provide for, or to reimburse the Railroad Company for, the acquisition or construction thereof, the Railroad Company may purchase and acquire railroad equipment free from the lien hereof by lease or conditional sale under any form of equipment trust, or may purchase equipment and issue obligations therefor secured by mortgage or pledge of such equipment; provided, however, that, when and as and to the extent that the title to or any interest, legal or equitable, in equipment, however acquired, for use or used upon or in connection with the lines of railroad and property now or hereafter subject to this indenture, shall vest in the Railroad Company or in any successor company operating said lines of railroad and property free in whole or in part from such trust, mortgage or pledge, then the equipment or such interest therein as it becomes vested in the Railroad Company or such successor company shall become subject to the lien of this indenture.

TO HAVE AND TO HOLD the railroads, premises, properties, real and personal, rights, franchises, estates and appurtenances, hereby conveyed and assigned, or intended to be conveyed or assigned (hereinafter sometimes called the trust estate), unto the Trustees, their successors in the trust and their assigns forever;

SUBJECT, HOWEVER, in so far, but only in so far (in extent, degree of priority or otherwise), as in law the same respectively may attach to any part or parts of the trust estate, to existing liens and charges of record upon and against any part or parts of the trust estate, and specifically , but without prejudice to such general provision, to the following mortgages, deeds of trust and other instruments:

(a) the First Mortgage, dated June 10, 1880, made by The Milwaukee and Northern Railroad Company to Jesse Hoyt and Allen S. Apgar, as Trustees, and the indentures supplemental thereto, under which The Farmers' Loan and Trust Company is now Trustee;

(b) the Consolidated Mortgage, dated February 11, 1884, made by The Milwaukee and Northern Railroad Company to Samuel M. Hoyt and Allen S. Apgar, as Trustees, and the indentures supplemental thereto, under which The Farmers' Loan and Trust Company is now Trustee;

(c) the General Mortgage, dated May 1, 1889, made by Chicago, Milwaukee and St. Paul Railway Company to United States Trust Company of New York, as Trustee, and the indentures supplemental thereto, as security for the total issue of $150,000,000 principal amount of bonds authorized thereby;

(d) the First Mortgage, dated December 2, 1901, made by Bellingham Bay and British Columbia Railroad Company to American Trust Company (formerly Mercantile Trust Company), San Francisco, as Trustee;

(e) the Equipment Trust Agreement, dated January 15, 1920, between Walker D. Hines, Director General of Railroads, Chicago, Milwaukee and St. Paul Railway Company and Guaranty Trust Company of New York, as Trustee;

(f) the Lease of railroad equipment, dated July 15, 1922, between Chicago, Milwaukee and St. Paul Railway Company and Metropolitan Trust Company of the City of New York, and the Agreement collateral thereto, dated July 15, 1922, between John W. Taylor and L. K. Sillcox, Vendors, Metropolitan Trust Company of the City of New York, as Trustee, and Chicago, Milwaukee and St. Paul Railway Company;

(g) the Lease of railroad equipment,dated February 1, 1923, between Chicago, Milwaukee and St. Paul Railway Company and Commercial Trust Company, as Trustee, and the Agreement collateral thereto, dated February 1, 1923, between Granville H. Davis and Andrew S. Hannum, Vendors, Commercial Trust Company and Chicago, Milwaukee and St.Paul Railway Company;

(h) the Lease of railroad equipment, dated April 1, 1923, between Chicago, Milwaukee and St. Paul Railway Company and Bank of North America and Trust Company, as Trustee, and the Agreement collateral thereto, dated April 1, 1923, between Andrew S. Hannum and Granville H. Davis, Vendors, Bank of North America and Trust Company and Chicago, Milwaukee and St. Paul Railway Company;

(i) the Lease of railroad equipment, dated August 1, 1925, between H. E. Byram, Mark W. Potter and Edward J. Brundage, as Receivers of Chicago, Milwaukee and St. Paul Railway Company, and Bank of North America and Trust Company, as Trustee, and the Agreement collateral thereto dated August 1, 1925, between Andrew S. Hannum and Granville H. Davis, Vendors, Bank of North America and Trust Company and H. E. Byram, Mark W. Potter and Edward J. Brundage, as Receivers of Chicago, Milwaukee and St. Paul Railway Company.

(j) the Lease of railroad equipment, dated April 30, 1927, between Pullman Car & Manufacturing Corporation and H. E. Byram, Mark W. Potter and Edward J. Brundage,

as Receivers of Chicago, Milwaukee and St. Paul Railway Company;

(k) the Lease of railroad equipment, dated June 18, 1927, between The Bettendorf Company and H. E. Byram, Mark W. Potter and Edward J. Brundage, as Receivers of Chicago, Milwaukee and St. Paul Railway Company;

and

SUBJECT, 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 or created in such acquisition;

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 First and Refunding Bonds or coupons and without preference of any of said bonds over any other or others of said bonds by reason of priority in the time of issue or negotiation thereof or otherwise howsoever, subject to the terms, provisions and stipulations in the First and Refunding Bonds and in this indenture contained, and for the uses and purposes and upon and subject to the terms, conditions, provisos and agreements hereinafter expressed and declared.

ARTICLE ONE

LIMITATION ON AMOUNT AND ISSUE, FORM, EXECUTION, REGISTRY AND EXCHANGE OF BONDS.

SECTION 1. The amount of First and Refunding bonds which may be authenticated and delivered by the Corporate Trustee is limited so that never at any one time shall the total aggregate principal amount of such bonds authenticated and delivered by the Corporate Trustee and not theretofore cancelled, together with bonds reserved for refunding as provided in Section 1 and Section 5 of Article Two hereof, exceed twice the aggregate value of the then outstanding capital stock of the Railroad Company of all classes, except as may result from bonds issued pursuant to Section 15 of this Article One. For the purposes of this limitation such aggregate value of the outstanding capital stock of the Railroad Company shall be the aggregate par value of any shares of stock having par value outstanding (including any shares having par value issued in exchange for shares without par value) plus an amount in respect of any shares of stock without par value outstanding determined as follows:

(1) 2,097,917 shares of stock without par value which at the date of the execution and delivery of this indenture are issued and outstanding or authorized to be issued ~~and outstanding or authorized to be issued~~, shall be taken, so long as outstanding, at $100 per share;

(2) all additional shares of stock without par value which shall be issued in exchange for shares of stock with par value or obligations shall be taken, so long as outstanding, at an amount equal to the par value of the shares or the principal amount of the obligations in exchange for which they were issued.

(3) all additional shares of stock without par value which shall be issued for cash or property shall be taken, so long as outstanding, at the price at which they were issued, or, if issued for property,, at the value (as determined by and expressed in a resolution of the Board of Directors of the Railroad Company) of such property.

(4) all additional shares of stock without par value which shall be issued as a stock dividend shall be taken, so long as outstanding, either (a) at the figure, if any, at which the same shall be issued (as expressed in a resolution of the Board of Directors of the Railroad Company) or (b) at an aggregate amount equal to the surplus of the Railroad Company at the date of the issue of such shares without par value, (as determined by and expressed in a resolution of the Board of Directors of the Railroad Company, taking any then outstanding shares of stock without par value at the respective amounts above prescribed).

For the purposes of the foregoing definition shares of stock in the treasury of the Railroad Company shall not be deemed outstanding. When and as the aggregate value, as above defined, of the outstanding capital stock of the Railroad Company shall from time to time be increased, then and thereupon the limit upon the principal amount of bonds which may be authenticated and delivered hereunder shall be correspondingly increased, but when bonds have been duly authenticated and delivered hereunder, neither the bonds, nor the lien or security thereof hereunder, shall be in any wise affected or impaired by any reduction in the aggregate value of the outstanding capital stock of the Railroad Company.

SECTION 2. From time to time the First and Refunding Bonds shall be signed and sealed on behalf of the Railroad Company, and delivered to the Corporate Trustee for authentication by it, and thereupon, as provided in this Article One and in Article Two hereof and not otherwise, the Corporate Trustee shall authenticate and deliver the same. Before authenticating or delivering any coupon bond, except in exchange for temporary bonds, the Corporate Trustee shall detach and cancel all coupons then matured and, on its written demand, deliver the same to the Railroad Company or cremate them. On the written request of the Railroad Company, First and Refunding Bonds shall be authenticated and delivered hereunder in advance of the registration or recording of this indenture and without delivery of any of the stocks, bonds or other obligations specified in the Granting Clauses, but the Railroad Company covenants that with all convenient speed it will cause this indenture to be duly recorded as a mortgage upon the railroads and real property herein described.

SECTION 3. The Frist and Refunding Bonds shall be in substantially the form hereinbefore recited, with such variations as may be permitted by this indenture, and shall be signed on behalf of the Railroad Company by its President or any Vice-President and its corporate seal shall be thereto affixed and attested by its Secretary or one of its Assistant Secretaries. In case the officers of the Railroad Company who shall have signed and sealed any of the First and Refunding 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 Corporate Trustee, such bonds may, nevertheless, 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 facsimile signature of the present Treasurer or of any future Treasurer 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.

SECTION 4. Only such bonds as shall bear thereon endorsed an authentication substantially in the form hereinbefore recited, executed by the Corporate Trustee, shall be secured by this indenture or entitled to any lien, right or benefit hereunder; and such authentication by the Corporate Trustee upon any such bond, when issued, 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.

SECTION 5. The First and Refunding Bonds may be issued in series and, in that event, the bonds of each series shall be distinctively designated and may be numbered in any manner prescribed by the Railroad Company. All bonds of the same series shall be identical in form, except that bonds of a series may be of different denominations and of different maturities and may be in coupon form or in registered form without coupons, and except that as between bonds of different denominations and as between coupon bonds and registered bonds without coupons there may be such appropriate differences, authorized or permitted by this indenture, as may be determined by the Board of Directors of the Railroad Company at the time of the creation of said series.

SECTION 6. The First and Refunding Bonds may be issued originally as coupon bonds or as registered bonds without coupons. Coupon bonds and registered bonds without coupons of the same series may be interchangeable (in the case of any or all denominations) or not as the Board of Directors of the Railroad Company may determine at the time of the creation of said series. Coupon bonds of any series may be registerable as to principal (in the case of any or all denominations) or not and may be interchangeable as between any or all denominations or not as the Board of Directors of the Railroad Company may determine at the time of the creation of said series. Upon the issue of any registered bond without coupons expressed to be exchangeable for one or more coupon bonds of the same series, such coupon bond or bonds shall be reserved, and an appropriate statement with respect to such reservation may be endorsed upon the issued registered bond without coupons.

SECTION 7. The coupon bonds of each series shall bear such date as shall be fixed and determined by the Board of Directors of the Railroad Company at the time of the creation of said series and shall bear interest from the date thereof. All the registered bonds without coupons of each series shall respectively be dated the day of their issue and each such registered bond without coupons shall bear interest from the interest day next preceding the date thereof unless the date thereof be an interest day, in which case they shall bear interest from the date thereof. Both coupon bonds and registered bonds without coupons of each series shall bear interest payable at such rate and on such dates, and shall mature at such time or times, not later than February 1, 2500, as shall be fixed and determined by the Board of Directors of the Railroad Company at the time of the creation of said series.

Coupon bonds may be issued hereunder bearing coupons for a period expiring prior to the maturity of such bonds, and the Railroad Company covenants that, upon presentation of any such bonds at its office or agency in the Borough of Manhattan, in the City and State of New York, at any time on or after the due date of the coupon last maturing, the Railroad Company, at its own expense, will affix to such bonds interest coupons for the period remaining until the maturity of such bonds.

SECTION 8. Except as may be otherwise provided in any indenture supplemental hereto executed pursuant to subdivision (f) of Section 1 of Article Three hereof, all First and Refunding Bonds shall be payable, both as to principal and interest, at the office or agency of the Railroad Company in the Borough of Manhattan, in the City and State of New York, and all First and Refunding Bonds of each series shall be payable, both as to principal and interest, in gold coin of the United States of America of or equal to the standard of weight and fineness as it existed at the date of the coupon bonds of said series.

SECTION 9. Except as may be otherwise provided in any indenture supplemental hereto executed pursuant to subdivision (f) of Section 1 of Article Three hereof, coupon bonds of any series shall be of the denomination of $1000, and, if the Board of Directors of the Railroad Company shall so determine at the time of the creation of said series, may also be of the denomination of $500 or $100 or both, and the registered bonds without coupons of any series shall be of the denomination of $1000, and, if the Board of Directors of the Railroad Company shall so determine at the time of the creation of said series, may also be of the denomination of $500 or $100 or both and for such multiples of $1000 as the Board of Directors of the Railroad Company shall then determine.

SECTION 10. The Railroad Company may provide , in the creation of any series, that the principal or interest, or both, of the bonds of said series, in such manner and to such extent as the Board of Directors of the Railroad Company shall determine at the time of the creation of said series and as shall be expressed in the bonds, shall be payable without deduction, for any tax, assessment or governmental charge which the Railroad Company, or its successors or assigns, or the Trustees, may be required to pay thereon, or deduct or retain therefrom, under or by reason of or pursuant to any present or future law of the United States of America, or of any state, county, municipality, or other taxing authority therein.

SECTION 11.The Railroad Company will keep, at an office or agency to be maintained by it in the Borough of Manhattan, in th City and State of New York, a sufficient register or registers, for the registration and transfer of the First and Refunding Bonds, which shall, at all reasonable times, be open for inspection by the Trustees.

The holder of any coupon First and Refunding Bond expressed to be registerable as to principal, may have the ownership thereof registered on said books of the Railroad Company and such registration noted on the bond by the Railroad Company or its agent. After such registry, no transfer shall be valid unless made on said books by the registered holder in person, or by his attorney duly authorized, and similarly noted on the bond.

Upon presentation at such office or agency of any such coupon bond registered as to principal, accompanied by delivery of a written instrument of transfer in the form approved by the Railroad Company, executed by the registered holder, such bond shall be transferred upon such register, and such transfer shall be noted upon the bond. The registered holder of any such coupon bond registered as to principal also shall 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; and each registration of a bond shall be noted on the bond. Registration of any such coupon First and Refunding Bond as to principal shall not affect the negotiability of the coupons belonging to such bond by delivery merely; and every such coupon shall continue to be transferable by delivery and shall remain payable to bearer.

Every registered bond without coupons shall be transferable only by the registered holder thereof in person, or by his duly authorized attorney, on said books.

Upon surrender at such office or agency for transfer, of any registered bond or bonds without coupons, accompanied by delivery of a written instrument of transfer in the form approved by the Railroad Company, executed by the registered holder, the Railroad Company shall make and the Corporate Trustee shall authenticate and deliver to the transferee, on cancellation of the bond or bonds transferred, a new registered bond or bonds without coupons of the same series and for a like aggregate principal amount.

SECTION 12. Whenever any coupon bond or bonds expressed to be exchangeable for a registered bond or bonds without coupons shall be surrendered together with all unmatured coupons thereto belonging, for exchange for a registered bond or bonds without coupons, the Railroad Company shall make and the Corporate Trustee shall authenticate and deliver, on cancellation of the coupon bond or bonds surrendered, a registered bond or bonds without coupons of the same series and for a like aggregate principal amount.

Whenever any registered bond or bonds without coupons expressed to be exchangeable for a coupon bond or bonds, shall be surrendered for exchange for a coupon bond or bonds, accompanied by delivery of a written instrument of transfer in the form approved by the Railroad Company, executed by the registered holder, the Railroad Company shall make and the Corporate Trustee shall authenticate and deliver, on cancellation of the registered bond or bond without coupons surrendered, a coupon bond or bonds of the same series together with all unmatured coupons thereto belonging and for a like aggregate principal amount.

Whenever any registered bond or bonds without coupons expressed to be exchangeable for a coupon bond or bonds, shall be surrendered for exchange for a coupon bond or bonds, accompanied by delivery of a written instrument of transfer in the form approved by the Railroad Company, executed by the registered holder, the Railroad Company shall make and the Corporate Trustee shall authenticate and deliver, on cancellation of the registered bond or bonds without coupons surrendered, a coupon bond or bonds of the same series together with all unmatured coupons thereto belonging and for a like aggregate principal amount.

Whenever a coupon bond or bonds expressed to be exchangeable for a coupon bond or bonds of other denominations shall be surrendered together with all unmatured coupons thereto belonging, for exchange for a coupon bond or bonds of such other denominations, the Railroad Company shall make and the Corporate Trustee shall authenticate and deliver, on cancellation of the coupon bond or bonds so surrendered, a coupon bond or bonds of such other denominations, of the same series, and for a like aggregate prin-

cipal amount, together with all unmatured coupons thereto belonging.

In every case of exchange, the Corporate Trustee forthwith shall cancel the surrendered bond or bonds and coupons, and on its written request deliver the same to the Railroad Company or cremate them.

For any exchange of coupon bonds for coupon bonds of another denomination, or of coupon bonds for registered bonds without coupons, or of registered bonds without coupons for coupon bonds, and for any transfer 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 of a further sum not exceeding three dollars for each new bond issued upon such transfer or exchange.

SECTION 13. As to all registered bonds without coupons and all coupon bonds registered as to principal, the person in whose name the same shall be registered on the books of the Railroad Company shall, for all purposes of this indenture, be deemed and regarded as the owner thereof, and thereafter payment of, or on account of, the principal of such bond, if it be a registered coupon bond, and of the principal and interest of such bond, if it be a registered bond without coupons, shall be made only to, or upon the order of, such registered holder thereof, but such registration may be changed or the bond discharged therefrom as above provided. All such payments shall be valid and effectual to satisfy and discharge the liability of the Railroad Company upon such bonds to the extent of the sum or sums so paid. The Railroad Company and the Trustees may deem and treat the bearer of any coupon bond which shall not at the time be registered as to principal, and the bearer of any coupon for interest on any coupon bond, whether such bond shall be registered as to principal or not, as the absolute owner of such bond or coupon for the purpose of receiving payment thereof, and for all other purposes whatsoever, and neither the Railroad Company nor the Trustees shall be affected by any notice to the contrary.

SECTION 14. Until the definitive engraved First and Refunding Bonds shall be prepared, the Railroad Company may sign and seal and, upon the written request of the Railroad Company signed by its President, the Corporate Trustee shall authenticate and deliver, in lieu of such definitive engraved bonds and subject to the same provisions, limitations and conditions, temporary bonds of any denomination, substantially of the form hereinbefore recited, in bearer form with one or more coupons or without coupons, or in registered form without coupons and with appropriate omissions, insertions and variations, as may be required. Any provision for registration as to principal of bonds in bearer form, or for the exchange of bonds in bearer form for bonds in registered form or bonds in registered form for bonds in bearer form, or for the exchange of bonds of one denomination for bonds of another denomination, may be omitted from temporary bonds of any denomination, or temporary bonds of any denomination may be made exchangeable for temporary bonds of any other denomination, or denominations, forms or series, upon such terms and conditions as may be therein expressed.

Upon surrender of such temporary bonds for exchange, the Railroad Company, at its own expense, shall prepare and sign and seal and, upon cancellation of such surrendered bonds, the Corporate Trustee shall authenticate and shall deliver in exchange therefor, definitive engraved bonds, of the same series and for the same aggregate principal amount as the temporary bonds surrendered and otherwise in accordance with the terms of said temporary bonds, and, until so exchanged, the temporary bonds shall, in all respects, be entitled to the same lien and security of this indenture as the definitive engraved bonds authenticated and delivered hereunder; and interest, when and as payable, shall be paid, if such temporary bonds shall have been delivered in bearer form without coupons for such interest, upon presentation thereof for notation of such payment thereon, or, if such temporary bonds shall have been delivered in bearer form with coupons, upon presentation and surrender of such coupons as they mature. As soon as definitive bonds are ready for delivery in exchange for temporary bonds, the Railroad Company may require that interest thereafter payable in respect of any temporary bond shall be paid only upon the surrender of the temporary bond in exchange for a definitive bond or bonds as herein provided.

SECTION 15. In case any First and Refunding Bond, definitive or temporary, shall become mutilated or be destroyed or lost or stolen, the Railroad Company, in its discretion, may sign and seal, and thereupon the Corporate Trustee shall authenticate and deliver, a new bond of like tenor and date, bearing the same serial number, in exchange and substitution for, and upon cancellation of, the mutilated bond and its coupons, or in lieu of, and substitution for, the bond and its coupons so destroyed or lost or stolen. In the case of destruction, loss or theft, the applicant for such substituted bond shall furnish the Railroad Company and the Corporate Trustee such evidence of the destruction, loss or theft of such bond and its coupons so destroyed, lost or stolen, as shall be satisfactory to the Railroad Company and the Corporate Trustee, respectively, in their discretion. Every applicant for a substituted bond shall furnish indemnity satisfactory to the Railroad Company and the Corporate Trustee, in their discretion, and shall comply with such other reasonable regulations as the Railroad Company or the Corporate Trustee may prescribe. The Trustees shall incur no liability for anything done under this Section 15.

ARTICLE TWO

Issue of Bonds

SECTION 1. $182,508,000, principal amount, of First and Refunding Bonds, of any series, one or more, shall be reserved hereunder to be executed by the Railroad Company and authenticated and delivered by the Corporate Trustee from time to time, for the purpose of refunding, paying, purchasing, redeeming or otherwise acquiring, as hereinafter provided, at, before or after maturity, any orall of the following bonds, now or hereafter outstanding, secured by mortgages constituing liens prior to the lien of this indenture upon railroads or real property which, or a leasehold interest in which, are subject hereto, or upon the properties of a controlled company of the Railroad Company, as hereinafter defined:

Description	Principal Amount
(1) The Milwaukee & Northern Railroad Company Extended 4½% First Mortgage Bonds, due June 1, 1934, issued under the First Mortgage of said Railroad Company to Jesse Hoyt and Allen S. Apgar, as Trustees, dated June 10, 1880, under which The Farmers' Loan and Trust Company is now Trustee..	$2,117,000
(2) The Milwaukee & Northern Railroad Company Extended 4½% Consolidated Mortgage Bonds, due June 1, 1934, issued under the Consolidate Mortgage of said Railroad Company to Samuel N. Hoyt and Allen S. Apgar, as Trustees, dated February 11, 1884, under which The Farmers' Loan and Trust Company is now Trustee.....	5,072,000
(3) Chicago, Milwaukee and St.Paul Railway Company General Mortgage Gold Bonds, due May 1, 1989, issued under the General Mortgage of said Railway Company to United States Trust Company of New York, as Trustee, dated May 1, 1889 (of which at the date of the execution and delivery of this indenture $99,788,000 principal amount are outstanding and $50,212,000 principal amount are held by the Railroad Company in its treasury or pledged and may hereafter be issued in such manner as the Railroad Company may determine)	150,000,000
(4) Bellingham Bay and British Columbia Railroad Company First Mortgage 5% Gold Bonds due December 1, 1932 issued under the First Mortgage of said Railroad Company to American Trust Company (formerly Mercantile Trust Company) San Francisco, Trustee, dated December 2, 1901 (of which at the date of the execution and delivery of this indenture ($390,000 principal amount are outstanding).....	390,000
(5) The Bedford Belt Railway Company Five Per Cent. First Mortgage Gold Bonds due July 1, 1938, issued under the First Mortgage of said Railway Company to The Equitable Trust Company, Chicago, Trustee, dated June 1, 1898 (for the refunding whereof bonds are reserved under the First and Refunding Mortgage dated December 1, 1910, of Chicago, Terre Haute and Southeastern Railway Company referred to in item (7) infra)	250,000
(6) The Southern Indiana Railway Company First Mortgage Four Per Cent. Gold Bonds due February 1, 1951, issued under the First Mortgage of said Railway Company to The Equitable Trust Company, Chicago, Trustee, Dated February 1, 1901, under which Girard Trust Company, Philadelphia, is now Trustee (for the refunding whereof bonds are reserved under the First and Refunding Mortgaged dated December 1, 1910, of Chicago, Terre Haute and Southeastern Railway Company referred to in item (7) infra).....	7,287,000
(7) Chicago, Terre Haute and Southeastern Railway Company First and Refunding Mortgage Fifty Year Five Per Cent. Gold Bonds due December 1, 1960, issued under the First and Refunding Mortgage of said Railway Company to Illinois Trust and Savings Bank and William H. Henkle, Trustees, dated December 1, 1910, (of which $8,056,000 principal amount, are outstanding, $200,000, principal amount, are owned by the Railroad Company and pledged or assigned hereunder, $7,537,000, principal amount are reserved for the refunding of the bonds mentioned in items (5) and (6) SUPRA, and the balance of the authorized issue may be issued for the purposes specified in said First and Refunding Mortgage only as hereinafter in Section 7 of Article Five provided).....	8,056,000
(8) Chicago, Terre Haute and Southeastern Railway Company Five Per Cent. Income Mortgage Fifty Year Gold Bonds due December 1, 1960, issued under the Income Mortgage of said Railway Company to First Trust and Savings Bank and Louis Boisot, Trustees, dated December 1, 1910.....	6,336,000
(9) Chicago, Milwaukee and Gary Railway Company First Mortgage Five Per Cent. Forty Year Gold Bonds, due April 1, 1948, issued under the First Mortgage of said Railway Company to Illinois State Trust Company and St. Louis Union Trust Company, Trustees, dated April 1, 1908 (of which at the date of the execution and delivery of this indenture $3,000,000 principal amount are outstanding, $2,700,000 principal amount are owned by the Railroad Company and pledged or assigned hereunder, and the balance of the authorized issue may be issued for the purposes specified in said First Mortgage only as hereinafter in Section 8 of Article Five provided)	3,000,000
Total.....	$182,508,000

So long as said First and Refunding Mortgage of Chicago, Terre Haute and Southeastern Railway Company (item 7) remains in force, said $250,000 of First Mortgage Bonds of The Bedford Belt Railway Company (item 5) and said $7,287,000 of First Mortgage Bonds of The Southern Indiana Railway Company (item 6) shall be refunded by the deposit of said bonds with the trustees under said First and Refunding Mortgage of Chicago, Terre Haute and Southeastern Railway Company and the issue and deposit with the Corporate Trustee hereunder of said First and Refunding Mortgage Bonds of Chicago, Terre Haute and Southeastern Railway Company reserved under said mortgage to retire said bonds.

The bonds above in this Section 1 enumerated are hereafter called underlying bonds.

Whenever the Railroad Company shall tender or cause to be tendered to the Corporate Trustee, in bearer form or accompanied by proper instruments of assignment and transfer, and whether at or before or after the payment or maturity thereof, any of the underlying bonds, with all coupons, if any, thereunto belonging and unmatured at the time of such tender, the Corporate Trustee, except as hereinabove provided in respect of underlying bonds referred to in items (5) and (6) and subject to the provisions of this Section 1, shall authenticate and deliver to the Railroad Company or upon its order, First and Refunding Bonds reserved under this Section 1 to an aggregate principal amount equal to the principal amount of the underlying bonds so tendered to the Corporate Trustee.

Whenever, at or after the maturity of any of the underlying bonds, or within twelve months before such maturity, or on or after the call for redemption of any of the underlying bonds which are redeemable, the Railroad Company shall deposit or cause to be deposited with the Corporate Trustee an amount of money sufficient to purchase or pay at the principal amount thereof, or, if called for redemption, at the redemption price, all or any of such underlying bonds not held by the Corporate Trustee hereunder so matured or maturing or called for redemption (and shall also provide to the satisfaction of the Corporate Trustee for any interest due upon such underlying bonds or accruing to their maturity or to the date fixed for redemption) the Corporate Trustee, subject to the provisions of this Section 1, shall authenticate and deliver to the Railroad Company, or upon its order, First and Refunding Bonds reserved under this Section 1 to an aggregate principal amount equal to the principal amount of such underlying bonds so matured or maturing or called for redemption in respect of which such moneys shall have been so deposited. Out of the moneys so received by the Corporate Trustee, it shall, upon the written request of the Railroad Company and upon delivery to the Corporate Trustee by the Railroad Company of any of the underlying bonds in respect of which such moneys were deposited, in bearer form or accompanied by proper instruments of assignment and transfer, pay to the Railroad Company, or upon its order a sum equal to the principal amount, or, as the case may be, the redemption price, of such underlying bonds so delivered.

All underlying bonds delivered to the Corporate Trustee under any of the provisions of this Section 1 shall be held by the Corporate Trustee as part of the trust estate, without impairment of the lien of such bonds and as additional security under this indenture and upon the trusts hereby declared, subject, however, to the provisions of Article Six hereof; and shall by the Corporate Trustee be stamped with the words "Not negotiable. Held in trust for the purposes declared in the First and Refunding Mortgage of Chicago, Milwaukee, St.Paul and Pacific Railroad Company to United States Mortgage and Trust Company and Calvert Brewer, as Trustees, dated as of February 2, 1925"

If at the time of the maturity of any of the underlying bonds, the Railroad Company shall pay such bonds, then, upon payment and deposit thereof hereunder, and whether the same be cancelled or uncancelled, the Corporate Trustee shall authenticate and shall deliver to the Railroad Company, or upon its order, the same principal amount of first and Refunding Bonds reserved under this Section 1, or shall pay to the Railroad Company the same amount out of the moneys received by the Corporate Trustee under this Section 1, as though said underlying bonds so paid

had been purchased by the Railroad Company and by it deposited with the Corporate Trustee; and, by virtue of such payment of such underlying bonds and the issue of First and Refunding Bonds or payment of moneys hereunder, the Trustees shall forthwith be subrogated to and vested with all the rights and liens of the holders of the underlying bonds so paid.

Whenever requesting the authentication and delivery of any First and Refunding Bonds pursuant to this Section 1 the Railroad Company shall cause to be delivered to the Corporate Trustee

(a) a copy of a resolution or of resolutions of the Board of Directors of the Railroad Company, certified under its corporate seal by its Secretary, requesting the Corporate Trustee to authenticate and deliver a specified principal amount of First and Refunding Bonds, of a designated series, for the purpose of refunding, paying or purchasing, redeeming or otherwise acquiring, underlying bonds of the issue specified in such resolution or resolutions, or, as the case may be, in respect of the cancellation of underlying bonds of the issue therein specified.

(b) a certificate signed by the President and also by the Comptroller of the Railroad Company stating (1) the aggregate value of the then outstanding capital stock of the Railroad Company determined as provided in Section 1 of Article One hereof, (2) the aggregate principal amount of First and Refunding Bonds theretofore authenticated and delivered by the Corporate Trustee and not previously cancelled, together with bonds reserved for refunding as provided in this Section 1 and in Section 5 of this Article Two, as shown by the books of the Corporate Trustee, and (3) that the total aggregate principal amount of First and Refunding Bonds theretofore authenticated and delivered by the Corporate Trustee and not previously cancelled, together with bonds reserved for refunding as provided in this Section 1 and in Section 5 of this Article Two, plus the bonds the authentication and delivery of which is then requested, does not exceed twice the aggregate value of the then outstanding capital stock of the Railroad Company determined as provided in Section 1 of Article One hereof; and

(c) a certificate or opinion of the General Counsel of the Railroad Company that, except as therein may be specified, no authorization of the issue of said First and Refunding Bonds at the time is required by law to be given by any public service or public utilities commission, railroad commission or other governmental authority having jurisdiction in the premises, or that certain specified authorization is so required, and, if such certificate or opinion shall specify any governmental authority whose authorization of the issue of such bonds is required, it shall be accompanied by a copy, authenticated in such manner as may be satisfactory to the Corporate Trustee, of each order or certificate authorizing the issue of such bonds, made or given by the governmental authority specified in such certificate or opinion of the general Counsel of the Railroad Company, and the certificate or opinion of said General Counsel that such order or orders, certificate or certificates are sufficient authorization for the issue of such bonds.

First and Refunding Bonds reserved to be issued under this Section 1, not theretofore authenticated and delivered, which shall be expressed, by a resolution of the Board of Directors of the Railroad Company, to be no longer required to be held for use pursuant to this Section 1, by reason of the fact that the underlying bonds in

respect of which such First and Refunding Bonds were reserved, have been paid and cancelled or delivered to the Corporate Trustee hereunder, or by reason of the fact that the issue of said underlying bonds under the mortgage securing the same has been closed, shall no longer continue to be reserved pursuant to this Section 1 but may be authenticated and delivered to the Railroad Company in accordance with the provisions of Section 2 of this Article Two.

SECTION 2. The First and Refunding Bonds at any time not reserved for authentication and delivery pursuant to Section 1 or Section 5 of this Article Two, of any series, one or more, shall be reserved for the purposes hereinafter in this Section 2 set forth and shall, from time to time, be authenticated by the Corporate Trustee and delivered to the Railroad Company, or upon its order, only for some one or more of such purposes.

The term controlled company of the Railroad Company as used in this indenture means either (1) a corporation of whose securities entitled to vote for the election of directors ninety per cent. or more in number of votes shall be owned by the Railroad Company and be subject to this indenture as a first lien thereon, or (2) a corporation of whose securities entitled to vote for the election of directors ninety per cent. or more in number of votes shall be owned, free of liens, by a corporation of the character described in the foregoing clause (1), or (3) a corporation of whose securities entitled to vote for the election of directors ninety per cent. or more in number of votes shall be owned, free of liens, by a lessor company of the Railroad Company hereinafter defined and included in a mortgaged lease hereinafter defined.

The term lessor company as used in this indenture means a corporation owning lines of railroad leased to the Railroad Company, or to a controlled company of the Railroad Company, directly or by succession through merger, consolidation, sale, assignment or otherwise, under a lease

(1) which does not permit the lessor company, without the consent of the Railroad Company or of such controlled company, as the case may be, to issue any bond or other obligation secured by mortgage or other instrument constituting a lien upon the lines of railroad included in such lease prior to the leasehold interest of the Railroad Company or of such controlled company therein, except to the Railroad Company or to such controlled company, and

(2) under which, in the case of a lease to the Railroad Company, the leasehold interest of the Railroad Company shall be subject to this indenture as a first lien thereon.

Such a lease is hereinafter called a mortgaged lease.

The term "connecting railroad" as used in this indenture means a line of railroad connecting with any line of railroad subject to this indenture, or owned by a controlled company of the Railroad Company or included in a mortgaged lease, either by direct junction of tracks, or by ferry, bridge or railroad over which the Railroad

Company or a controlled company or lessor company of the Railroad Company, or the company owning such connecting line and its assigns, shall have a contract right of exclusive or joint use; provided that any such contract, and every renewal or extension thereof, shall be subject to this indenture or owned by a controlled company of the Railroad Company or included in a mortgaged lease.

The First and Refunding Bonds reserved under this Section 2 may be authenticated and delivered to provide for, or to reimburse the Railroad Company for, expenditures made after June 1, 1925, for one or more of the following purposes:

CLAUSE 1. The acquisition, by construction or purchase, by the Railroad Company or by any controlled company or lessor company of the Railroad Company, of lines of railroad, branches or extensions, and terminals, including warehouses, elevators and other terminal facilities, provided, that in the case of a lessor company the property so acquired shall be included in a mortgaged lease.

CLAUSE II. The acquisition, by merger or consolidation, by the Railroad Company or by any controlled company or lessor company of the Railroad Company, of lines of railroad and in connection therewith other property, if any, belonging to the corporation or corporations with which the Railroad Company or the controlled company or lessor company of the Railroad Company may be so merged or consolidated, provided, that in the case of a lessor company the lines of railroad and property so acquired shall be included in a mortgaged lease.

CLAUSE III. The acquisition, by the Railroad Company or by any controlled company or lessor company of the Railroad Company, of

(a) all or any part of the shares of the capital stock of any railroad company owning a connecting railroad, provided, that in the case of a lessor company the shares of capital stock so acquired shall be included in a mortgaged lease; or

(b) all or any part of the mortgage bonds of any railroad company (other than bonds of a controlled company, the acquisition whereof is covered by Clause VIII of this Section 2) owning a connecting railroad, provided that in the case of a lessor company the mortgage bonds so acquired shall be included in a mortgaged lease.

CLAUSE IV. The acquisition, by the Railroad Company or by any controlled company or lessor company of the Railroad Company, of

(a) all or any part of the shares of the capital stock of any corporation owning, or formed to own, terminals or terminal facilities, including belt lines, union depots and stations, which, when constructed, the Railroad Company or a controlled company or lessor company of the Railroad Company shall have the right to use, or of any corporation formed for the purpose of improving or developing, or for the purpose of erecting, owning or leasing buildings over or on, any terminals or terminal property then subject to this indenture or owned by a controlled company of the Railroad Company or then included included in a mortgaged lease, or of any bridge or ferry company owning, or formed to own, bridges or ferries which the Railroad Company or a controlled company or lessor company of the Railroad Company shall have a contract right to use; provided that any such contract, and every renewal or extension thereof, shall be subject to this indenture or owned by a controlled company of the Railroad Company or included in a mortgaged lease; or

(b) all or any part of the mortgage bonds of any corporation (other than bonds of a controlled company, the acquisition whereof is covered by Clause VIII of this Section 2) of the character described in the foregoing paragraph (a); or

(c) the entire capital stock of any elevator company, transfer company, warehouse company or storage company not included in the foregoing paragraph (a);

Provided, that in the case of a lessor company the mortgage bonds or shares of capital stock so acquired shall be included in a mortgaged lease.

CLAUSE V. The acquisition, by the Railroad Company or by any controlled company or lessor company of the Railroad Company, of undivided interests in connecting railroads; provided, that in the case of a lessor company the undivided interest so acquired shall be included in a mortgaged lease.

CLAUSE VI. The making, construction or purchase, by the Railroad Company or by any controlled company or lessor company of the Railroad Company, of extensions, additions, improvements and betterments, of every name and nature, to or of any of the lines of railroad or property (other than rolling stock and equipment), which, or lines of railroad an undivided interest in which, are then subject to this indenture or owned by such controlled company of the Railroad Company, or then included in a mortgaged lease, which extensions, additions, improvements and betterments, at the time made, under the rules then in force of the Interstate Commerce Commission or other Federal authority having like powers, are properly chargeable to capital account, provided, that in the case of a lessor company the extensions, additions, improvements and betterments so made constructed or purchased shall be included in a mortgaged lease.

CLAUSE VII. The purchase or construction, by the Railroad Company or by any controlled company or lessor company of the Railroad Company, of rolling stock or other railroad equipment (including floating equipment) for use on or in connection with any lines of railroad which, or an undivided interest in which, are then subject to this indenture or owned by such controlled company of the Railroad Company or then included in a mortgaged lease; provided, that in the case of a lessor company the rolling stock or equipment so purchased or constructed shall be included in a mortgaged lease.

CLAUSE VIII. The refunding, discharge, payment, purchase or acquisition by the Railroad Company, whether before, at or after the maturity thereof, of bonds or obligations secured by lien or charge on any lines of railroad or other real property acquired by the Railroad Company after the date of the execution and delivery of this indenture and becoming subject to the lien hereof, or secured by lien or charge upon any lines of railroad or other real property acquired after said date by any controlled company or lessor company of the Railroad Company, or secured by lien or charge upon any lines of railroad or other real property owned by any company which after the date of the execution and delivery of this indenture shall become a controlled company or lessor company of the Railroad Company, provided (1) that such bonds or obligations are outstanding at the time of the acquisition of such lines of railroad or other real property by the Railroad Company or by such controlled company or lessor company of the Railroad Company or are created in connection with such acquisition, or are outstanding at the date when such company becomes a controlled company or lessor company of the

Railroad Company or are created in connection therewith, (2) that the lien or charge securing such bonds or obligations is prior to the lien of this indenture on any such lines of railroad and other real property, if this indenture shall be a lien thereon, and (3) that in case of bonds or obligations secured upon lines of railroad or other real property of a lessor company that such lines of railroad and other real property are included in a mortgaged lease.

SECTION 3. The issue of First and Refunding Bonds reserved under Section 2 of this Article Two and the payment of deposited moneys, as hereinafter provided, for the purposes specified in said Section 2 of this Article Two shall be subject to the provisions and restrictions hereinafter prescribed in this Section 3:

(a) For purposes specified in Clauses I, II, III, IV, V, and VI, of Section 2 of this Article Two First and Refunding Bonds may be authenticated and delivered, or deposited moneys paid, to an amount equal to the actual amount of any expenditures for any of the purposes specified in said Clauses, provided, however, that after the principal amount of bonds theretofore authenticated and delivered pursuant to Section 2 of this Article Two, together with bonds then reserved pursuant to Section 5 of this Article Two, shall aggregate $150,000,000, bonds may be authenticated and delivered or deposited moneys paid, only to an amount equal to eighty per cent. of the actual amount of any expenditures for any of the purposes specified in said Clauses I, II, III, IV, V, and VI, of said Section 2. The foregoing provisions of this subdivision (a) are subject to the provisions of the following subdivisions of this Section 3.

(b) First and Refunding Bonds shall not be authenticated and delivered, or deposited moneys paid, for purposes specified in Clauses I, II,and VI of Section 2 of this Article Two, in respect of the acquisition by the Railroad Company or by a controlled company or lessor company of the Railroad Company of lines of railroad or other real property, or for purposes specified in Clauses III and IV of said Section 2 of this Article Two, in respect of the acquisition by the Railroad Company or by a controlled company or lessor company of the railroad Company of stock of any corporation which, after such acquisition, will be a controlled company of the Railroad Company, if the lines of railroad or other real property which are so acquired, or, as the case may be, the lines of railroad or other real property of the corporation stock of which is so acquired, will, after such acquisition, be subject to any lien or lien securing bonds or obligations of the character specified in Clause VIII of Section 2 of this Article Two, unless First and Refunding Bonds are available to be reserved and shall first be reserved, as hereinafter in Section 5 of this Article Two provided, for the purpose of refunding the bonds or obligations secured by such lien. After the principal amount of bonds theretofore authenticated and delivered pursuant to Section 2 of this Article Two, together with bonds then reserved pursuant to Section 5 of this Article Two, shall aggregate $150,000,000, the principal amount of First and Refunding Bonds or deposited moneys which, under the provisions of the foregoing subdivision (a), may be authenticated and delivered, or paid, in respect of any such acquisition shall be reduced by an amount equal to 20% of the principal amount of the outstanding bonds or obligations secured by such lien upon the lines of railroad or real property so acquired or owned by the corporation stock of which is so acquired, (i.e. the amount by which the principal amount of First and Refunding Bonds required to be reserved in respect of such bonds and obligations pursuant to

Section 5 of this Article Two exceeds 80% of the principal amount of such bonds or obligations).

(c) The total aggregate principal amount of First and Refunding Bonds and deposited moneys which may be authenticated and delivered, or paid, from time to time hereunder for the purposes specified in Clause III of Section 2 of this Article Two in respect of the acquisition of shares of capital stock or mortgage bonds of companies which, upon such acquisition, are not controled companies of the Railroad Company, shall never exceed $10,000,000, or 10% of the total aggregate principal amount of First and Refunding Bonds theretofore authenticated and delivered and not previously cancelled, whichever is larger.

(d) First and Refunding Bonds shall not be authenticated and delivered or deposited moneys paid, for the purposes specified in said Clause VI of Section 2 of this Article Two in respect of extensions, additions, improvements and betterments to or of any lines of railroad an undivided interest in which shall be subject to this indenture or owned by a controlled company of the Railroad Company or included in a mortgaged lease to an amount exceeding that percentage of the cost of such extensions, additions, improvements or betterments as shall be equal to the percentage of the undivided interest in such lines of railroad so subject to this indenture or owned by a controlled company or included in a mortgaged lease.

(e) For purposes specified in Clause VII of Section 2 of this Article Two First and Refunding Bonds may be authenticated and delivered, or deposited moneys paid, to an amount equal to ninety per cent. of the actual amount of any expenditures for any of the purposes specified in said Clause VII, provided, however, that after the principal amount of bonds theretofore authenticated and delivered pursuant to Section 2 of this Article Two, together with bonds then reserved pursuant to Section 5 of this Article Two, shall aggregate $150,000,000, bonds may be authenticated and delivered or deposited moneys paid, only to an amount equal to eighty per cent. of the actual amount of any expenditures for any of the purposes specified in said Clause VII.

(f) For the purposes specified in Clause VIII of Section 2 of this Article Two First and Refunding Bonds may be authenticated and delivered, or deposited moneys paid, to an amount equal to the principal amount of the bonds or other obligations so refunded, discharged, paid, purchased or acquired.

(g) No First and Refunding Bonds shall be authenticated or delivered or deposited moneys paid, for the purposes specified in said Clauses V or VI of Section 2 of this Article Two in respect of the acquisition of undivided interest in connecting railroads, or in respect of extensions, additions, improvements and betterments to or of lines of railroad an undivided interest in which is subject to this indenture or owned by a controlled company or included in a mortgaged lease, unless such lines of railroad are free of any mortgage or other lien and unless such undivided interest therein is subject to this indenture as a direct lien thereon or owned by some controlled company of the Railroad Company or included in a mortgaged lease, in any case subject only to one or more of the mortgages securing bonds of the issues described in Section 1 of this Article Two, or of any then existing mortgages securing bonds or obligations of the character specified in Clause VIII of Section 2 of this Article Two or of any then existing mortgages of a controlled company or lessor company of the Railroad Company all of the bonds issued under which shall be pledged or assigned under this indenture.

(h) No First and Refunding Bonds shall be authenticated or delivered, or deposited moneys paid, for the purposes specified in said Clause VII, except in respect of rolling

stock or other railroad equipment, which, after such authentication or payment, will be subject to this indenture as a direct lien or owned by some controlled company of the Railroad Company or included in a mortgaged lease, in any case subject only to one or more of the mortgages securing bonds of the issues described in Section 1 of this Article Two, or of any then existing mortgages securing bonds or obligations of the character specified in Clause VIII of Section 2 of this Article Two or of any then existing mortgages of a controlled company or lessor company of the Railroad Company all of the bonds issued under which shall be pledged or assigned under this indenture; and further provided, that in respect of any bonds so authenticated and delivered, or any deposited moneys so paid, the Railroad Company without further act shall be obligated to make to the Corporate Trustee the payments of five per cent. per annum for a period of twenty years required by Section 16 of Article Five hereof.

(i) First and Refunding Bonds shall not be authenticated and delivered, or deposited moneys paid, in respect of expenditures made by or for account of any controlled company or lessor company of the Railroad Company unless there shall be delivered to the Railroad Company and pledged under this indenture, all bonds or obligations of such controlled company or lessor company of the Railroad Company then issued or issuable in respect of such expenditures under any mortgage or other lien upon the property of such company, and, if bonds or obligations of more than one class are so issuable, of the class having the best lien so far as available; and if and to the extent that bonds or obligations are not issuable under any such mortgage or other lien in respect of such expenditures, unless there shall be delivered to the Railroad Company and pledged under this indenture other obligations of such controlled company or lessor company; but the bonds or obligations, whether secured or unsecured, delivered to the Corporate Trustee shall not be less in principal amount than the amount of First and Refunding Bonds to be authenticated and delivered, or deposited moneys paid, in respect of such expenditures; and if any secured bonds or obligations shall thereafter become issuable in respect of such expenditures, the Railroad Company covenants to deliver the same to the Corporate Trustee forthwith on the issue thereof against the cancellation and surrender of a like principal amount of unsecured obligations previously delivered.

(j) First and Refunding Bonds shall not be authenticated and delivered, or deposited moneys paid, in respect of expenditures made by or for account of any controlled company or lessor company of the Railroad Company, in respect whereof obligations other than mortgage bonds are delivered to the Corporate Trustee as provided in the foregoing subdivision (i), if upon the pledge hereunder of said obligations, more than one-third of the total value, evidenced to the Corporate Trustee as hereinafter provided, of the security subject to the lien of this indenture would consist of shares of stock and bonds and other obligations, other than mortgage bonds.

(k) First and Refunding Bonds shall not be authenticated and delivered, or deposited moneys paid, to provide for, or to reimburse the Railroad Company for, the acquisition of shares of stock if, upon the acquisition and pledge hereunder of said shares of stock, more than one-third of the total value, evidenced to the Corporate Trustee as hereinafter provided, of the security subject to the lien of this indenture would consist of shares of stock and bonds and other obligations, other than mortgage bonds.

(l) First and Refunding Bonds shall not be authenticated and delivered, or deposited moneys paid, in respect of the acquisition by the Railroad Company or by any controlled company or lessor company of the Railroad Company of the lines of railroad of

any other railroad company, or any part thereof, whether by purchase, merger, consolidation or otherwise, if such lines of railroad, or the part thereof so acquired, are more than five hundred miles in length and are subject to the lien of any mortgage securing bonds or indebtedness, unless the average net income available for dividends of such other railroad company lines of railroad whereof are so acquired, or, in case of the acquisition of only part of the lines of railroad of another railroad company, the portion of such average annual net income of such other railroad company properly attributable to the lines of railroad so acquired, for the five fiscal years immediately preceding such acquisition, (or if such lines of railroad shall not have been in operation for five years then for the years in which they shall have been in operation), shall have exceeded 9% of the principal amount of the First and Refunding Bonds to be authenticated and delivered, or deposited moneys paid, in respect of such acquisition (not including the First and Refunding Bonds which must be reserved pursuant to Section 5 of this Article Two).

(m) First and Refunding Bonds shall not be authenticated and delivered, or deposited moneys paid, in respect of the acquisition by the Railroad Company or by any controlled company or lessor company of the Railroad Company of shares of stock of another railroad company if the lines of railroad thereof are more than five hundred miles in length and are, or any part thereof is, subject to the lien of any mortgage securing bonds or indebtedness, unless the average dividends which would have been paid on such stock for the five fiscal years immediately preceding such acquisition, (or if such lines or railroad shall not have been in operation for five years then for the years in which they shall have been in operation), if the entire net income of such other railroad company available for dividends had been applied to the payment of dividends, shall exceed 9% of the principal amount of the First and Refunding Bonds to be authenticated and delivered, or deposited moneys paid, in respect of such acquisition (not including the First and Refunding Bonds which must be reserved pursuant to Section 5 of this Article Two).

SECTION 4.

A. The Railroad Company shall have the right at any time or from time to time to sell for cash any of the First and Refunding Bonds reserved under the provisions of the foregoing Section 2 of this Article Two or at any time becoming subject to authentication and delivery for any of the purposes in said Section 2 set forth, on such terms, and at such prices, as may be approved by the Board of Directors of the Railroad Company; and upon deposit with the Corporate Trustee of an amount in money equal to the principal amount of the First and Refunding Bonds so authenticated and delivered and upon delivery to the Corporate Trustee of

(a) a copy of a resolution or of resolutions of the Board of Directors of the Railroad Company, certified under its corporate seal by its Secretary authorizing the sale of a specified principal amount of First and Refunding Bonds, of a designated series, at specified prices, and requesting the Corporate Trustee to authenticate and deliver such First and Refunding Bonds;

(b) a certificate signed by the President and also by the Comptroller of the Railroad Company stating (1) the aggregate value of the then outstanding capital stock of the Railroad Company, determined as provided in Section 1 of Article One hereof, (2) the aggregate principal amount of First and Refunding Bonds theretofore authenticated and delivered by the Corporate Trustee and not previously cancelled, together with bonds reserved for refunding as provided in Section 1 and Section 5 of this Article Two, as

shown by the books of the Corporate Trustee, and (3) that the total aggregate principal amount of First and Refunding Bonds theretofore authenticated and delivered by the Corporate Trustee and not previously cancelled, together with bonds reserved for refunding as provided in Section 1 and Section 5 of this Article Two, plus the bonds the authentication and delivery of which is then requested, does not exceed twice the aggregate value of the then outstanding capital stock of the Railroad Company determined as provided in Section 1 of Article One hereof; and

(c) a certificate or opinion of the General Counsel of the Railroad Company that, except as therein may be specified, no authorization of the issue of said First and Refunding Bonds at the time is required by law to be given by any public service or public utilities commission, railroad commission or other governmental authority having jurisdiction in the premises, or that certain specified authorization is so required, and, if such certificate or opinion shall specify any governmental authority whose authorization of the issue of such bonds is required, it shall be accompanied by a copy, authenticated in such manner as may be satisfactory to the Corporate Trustee, of each order or certificate authorizing the issue of such bonds, made or given by the governmental authority specified in such certificate or opinion of the General Counsel of the Railroad Company, and the certificate or opinion of said General Counsel that such order or orders, certificate or certificates are sufficient authorization for the issue of such bonds;

the Corporate Trustee shall authenticate and deliver to the Railroad Company, or upon its order, such bonds so sold. The moneys so deposited with the Corporate Trustee under this Subsection A of this Section 4, and any moneys deposited with the Corporate Trustee under Section 16 of Article Five, or Sections 4 and 6 of Article Six or Section 13 of Article Ten of this indenture are herein sometimes called deposited moneys, and shall be held by the Corporate Trustee until paid out from time to time as hereinafter provided.

B. The deposited moneys shall be paid out and applied and (except against the deposit of moneys as in the foregoing Subsection A of this Section 4 provided) First and Refunding Bonds reserved for the purposes in Section 2 of this Article Two set forth shall be authenticated and delivered only upon and subject to the following further conditions and restrictions, viz.:

There shall in every case be delivered to the Corporate Trustee:

(a) A copy of a resolution or of resolutions of the Board of Directors of the Railroad Company, certified under its corporate seal by its Secretary, requesting the Corporate Trustee to authenticate and deliver a specified principal amount of First and Refunding Bonds, of a designated series, or to pay out a specified amount of deposited moneys, to provide for, or to reimburse the Railroad Company for, expenditures for one or more of the purposes specified in Section 2 of this Article Two, and showing that the principal amount of bonds or deposited moneys, the authentication and delivery or payment of which is then requested, is computed in accordance with the restrictions contained in Section 3 of this Article Two.

(b) A certificate signed by the President and also by the Comptroller of the Railroad Company, stating the aggregate principal amount of First and Refunding Bonds theretofore authenticated and delivered pursuant to Section 2 of this Article Two, together with the bonds then reserved for refunding pursuant to Section 5 of this Article Two, and setting forth that stated expenditures were made at times specified, on account of one or more of said purposes and by or for account of the Railroad Com-

pany or by or for account of some controlled company or lessor company of the Railroad Company, and/or, in case of expenditures made after June 1, 1925, and prior to the date of the execution and delivery of this indenture, by or for account of the receivers in possession during said period of the lines of railroad subject to this indenture (whose expenditures during said period for such purposes shall for the purpose of the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys be deemed expenditures of the Railroad Company for such purposes). Such certificate shall also state, as the case may be:

(A) that said expenditures were made for one or more of the purposes set forth in Clause I of Section 2 of this Article Two; and the general description and location and the mileage of the lines of railroad, branches or extensions, and the general description and location of the terminals, warehouses, elevators, or other terminal facilities, constructed or under construction, or purchased; or

(B) that said expenditures were made for one or more of the purposes set forth in Clause II of Section 2 of this Article Two; and the general description and location and the mileage of the lines of railroad, and the general description and location of the other property, if any, acquired by merger or consolidation; or

(C) that said expenditures were made for one or more of the purposes set forth in Clause III of Section 2 of this Article Two; and the general description and amount of the shares of the capital stock or mortgage bonds acquired, the name of the corporation which issued the same and whether such corporation is, or upon such acquisition will be, a controlled company of the Railroad Company, and specifying the particular respect in which the railroad of such corporation is a connecting railroad; or

(D) that said expenditures were made for one or more of the purposes set forth in Clause IV of Section 2 of this Article Two; and the general description and amount of the shares of the capital stock or mortgage bonds acquired, the name of the corporation which issued the same and whether such corporation is, or upon such acquisition will be, a controlled company of the Railroad Company, and specifying the particular respect in which such corporation is a corporation of the character described in said Clause IV; or

(E) that said expenditures were made for one or more of the purposes set forth in Clause V of Section 2 of this Article Two; and the general description and location and the mileage of the lines of railroad an undivided interest in which was so acquired and the extent of such interest, and specifying the particular respect in which such railroad is a connecting railroad; or

(f) that said expenditures were made for one or more of the purposes set forth in Clause VI of Section 2 of this Article Two; and the general description and location of the extensions, additions, improvements or betterments made, constructed or under construction, or purchased, and specifying whether the lines of railroad or other property, to or of which such extensions, additions, improvements or betterments were made, or an undivided interest therein, are subject to this indenture or owned by a controlled company or lessor company of the Railroad Company, and if an undivided interest the extent of such interest; or

(g) that said expenditures were made for one or more of the purposes specified in Clause VII of Section 2 of this Article Two; and the general description and character of the rolling stock or other railroad equipment purchased or constructed, and that said rolling stock or equipment is for use on or in connection with some line of railroad which, or an undivided interest in which, is then subject to this indenture or owned by a controlled company of the Railroad Company, or then included in a mortgaged lease, specifying such equipment by manufacturers' names and by marks and numbers; or

(h) that said expenditures were made for one or more of the purposes specified in Clause VIII of Section 2 of this Article Two; and a description and the amount of the bonds or obligations refunded, discharged, paid, purchased or acquired, the name of the corporation which issued the same; a description of the mortgage or other lien securing such bonds or obligations and also the general description of the lines of railroad or other real property subject, or formerly subject to said mortgage or other lien, and specifying the particular respect in which such bonds or obligations are bonds or obligations of the character described in said Clause VIII.

Such certificate shall also set forth in each case that the expenditures forming the subject of such certificate were not in excess of the fair value or of the actual cost, including interest during construction, of such property, or of such work, or of such extensions, additions, improvements, or betterments, (or, in the case of extensions, additions, improvements or betterments to or of any lines of railroad an undivided interest in which shall be subject to this indenture or owned by a controlled company or included in a mortgaged lease, were not in excess of that percentage of such fair value or actual cost as shall equal the percentage of the undivided interest so subject to this indenture or owned by a controlled company or included in a mortgaged lease) or of the actual cash contribution of the Railroad Company to the cost, including interest during construction, of purchasing, constructing or otherwise acquiring such property, or of such work, or of making such extensions, additions, improvements or betterments, as the case may be, whichever is lower; and that none of such expenditures were included in any expenditures previously charged or reported in any annual or other report of the Railroad Company, or of the controlled company or lessor company of the Railroad Company by or for whose account such expenditures were made, as having been charged to operating expenses or other cost of maintenance, or were such as were, at the time said expenditures were made, properly chargeable to operating expenses, under the regulations in that behalf then in force, of the Interstate Commerce Commission or other Federal authority having like powers, and that no portion of the expenditures so certified has been included in any certificate previously furnished to the Corporate Trustee under this indenture, or made or reimbursed or provided for out of any bonds or moneys under any other provision of this indenture, or under any provision of any mortgage or other instrument constituting a lien upon any of the railroads, equipment, property or franchises at the time subject to this indenture.

Such certificate shall also contain the following statements in the cases hereinafter specified:

(AA) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to ClausesI, II or VI of Section 2 of this Article Two, in respect of expenditures made for the acquisition by the Railroad Company or a controlled company or lessor Company of the Railroad Company by purchase, construction or otherwise of any property, such certificate shall also state whether such property so acquired is known or believed to be subject to any mortgage, lien or charge other than undetermined liens or charges incident to construction, in each instance specifying the character of any such mortgage, lien or charge, the amount of each thereof, including any and all deferred instalments of the purchase price, the

principal amount of the bonds or other indebtedness then issued and outstanding secured by any such mortgage, lien or charge and the date or dates of maturity thereof.

(BB) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clauses III or IV of Section 2 of this Article Two, in respect of the acquisition by the Railroad Company or by a controlled company or lessor company of the Railroad Company of shares of stock of any company which, after such acquisition, will be a controlled company of the Railroad Company, such certificate shall also state whether the property of such company is known or believed to be subject to any mortgage, lien or charge other than undetermined liens or charges incident to construction, in each case specifying the character of any such mortgage, lien or charge, the amount of each thereof, including any and all instalments of the purchase price, the principal amount of the bonds or other indebtedness then issued and outstanding and secured by any such mortgage, lien or charge, and the date or dates of maturity thereof.

(CC) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clauses I, II, III, IV, V, VI or VII of Section 2 of this Article Two, in respect of expenditures made by or for account of some controlled company or lessor company of the Railroad Company, such certificate shall also state the name of such controlled company or lessor company of the Railroad Company, and the amount and character of the bonds or other obligations of such controlled company or lessor company of the Railroad Company, to be delivered to the Railroad Company in respect of the expenditures by such controlled company or lessor company of the Railroad Company, or for its account, forming the subject of such certificate.

(DD) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested (1) pursuant to Clauses I, II, III, IV, V, VI or VII of Section 2 of this Article Two in respect of expenditures made by or for account of some controlled company or lessor company of the Railroad Company in respect whereof obligations other than mortgage bonds are delivered to the Corporate Trustee, or (2) pursuant to Clauses III and IV of Section 2 of this Article Two, in respect of the acquisition by the Railroad Company of shares of stock, such certificate shall also state (a) the total value as appraised by the President and by the Comptroller of the Railroad Company of all the security subject to the lien of this indenture, including said obligations or said shares of stock, after deducting from the value of such security the amount of all prior liens thereon; (b) the value as appraised by them of all the shares of stock and bonds and other obligations, other than mortgage bonds, included in such security; and (c) that the value as appraised by them of said shares of stock and bonds and other obligations, other than mortgage bonds, does not exceed one-third of the total value as appraised by them of said security.

(EE) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clause III of Section 2 of this Article Two in respect of the acquisition by the Railroad Company or by a controlled company or lessor company of the Railroad Company of mortgage bonds of another railroad company or of shares of stock of another railroad company which is not, and upon such acquisition will not be a controlled company of the Railroad Company, such certificate shall also state (1) the total aggregate principal amount of First and Refunding Bonds theretofore authenticated and delivered and deposited moneys paid for the purposes specified in said Clause III in respect of mortgage bonds and shares of capital stock of corporations other

than controlled companies, and (2) that such total aggregate principal amount of First and Refunding Bonds and deposited moneys, plus the principal amount of First and Refunding Bonds or deposited moneys the authentication and delivery of which, or payment of which, is then requested, does not exceed $10,000,000 or ten per cent. of the total aggregate principal amount of all First and Refunding Bonds theretofore authenticated and delivered and not previously cancelled, whichever is larger.

(FF) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clause III of Section 2 of this Article Two in respect of the acquisition by the Railroad Company or by any controlled company or lessor company of the Railroad Company of shares of stock of another railroad company such certificate shall also state whether the lines of railroad of said other railroad company are more than five hundred miles in length and if said lines of railroad of said other railroad company are more than five hundred miles in length said certificate shall also state whether said lines of railroad, or any part thereof, are subject to the lien of any mortgage securing bonds or other indebtedness. If said lines of railroad, or any part thereof, are so subject, such certificate shall also state (a) the net income available for dividends of the railroad company stock of which is so acquired for the five fiscal years immediately preceding such acquisition, (or if such lines of railroad shall not have been in operation for five years then for the years in which they shall have been in operation); and (b) that the average annual dividends which would have been so paid for the five fiscal years immediately preceding such acquisition (or the years in which such lines of railroad shall have been in operation) if the entire net income of such railroad company available for dividends had been declared in dividends, exceed 9% of the principal amount of the First and Refunding Bonds to be authenticated and delivered, or deposited moneys paid, in respect of such acquisition (not including the First and Refunding Bonds which must be reserved pursuant to section 5 of this Article Two).

(GG) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clauses I and II of Section 2 of this Article Two in respect of the acquisition by the Railroad Company or by any controlled company or lessor company of the Railroad Company by construction, purchase, merger, consolidation or otherwise of the lines of railroad of another railroad company, or any part thereof, such certificate shall also state whether such lines of railroad, or the part thereof so acquired, are more than five hundred miles in length, and if said lines of railroad, or the part thereof so acquired, are more than five hundred miles in length such certificate shall also state whether said lines of railroad, or the part thereof so acquired, are subject to the lien of any mortgage securing bonds or indebtedness. If such lines of railroad, or the part thereof so acquired, are so subject, such certificate shall also state (a) the net income available for dividends of the railroad company, lines of railroad whereof are so acquired, for the five fiscal years immediately preceding such acquisition, (or if such lines of railroad shall not have been in operation for five years then for the years in which they shall have been in operation), or if only a portion of the lines of railroad of such other railroad company are so acquired, the portion of such net income of such other railroad company properly attributable to the lines of railroad so acquired; and (b) that the average of such net income, or such portion thereof, for the five preceding fiscal years (or the years in which such lines of railroad shall have been in operation) has exceeded 9% of the principal amount of the First and Refunding Bonds to be authenticated and delivered, or deposited moneys

paid, in respect of such acquisition (not including the First and Refunding Bonds which must be reserved pursuant to Section 5 of this Article Two).

(HH) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested in respect of the acquisition by the Railroad Company ~~or by the Railroad Company~~ or by any controlled company or lessor company of the Railroad Company of lines of railroad or other real property, or in respect of the acquisition by the Railroad Company or by any controlled company or lessor company of the Railroad Company of shares of stock of any corporation which, upon such acquisition, will be a controlled company of the Railroad Company, and if the lines of railroad or other real property so acquired, or, as the case may be, the lines of railroad or other real property owned by the corporation stock of which is so acquired, are subject to any lien securing bonds or obligations of the character specified in Clause VIII of Section 2 of this Article Two, said certificate shall also state the principal amount of such bonds or obligations at the time outstanding secured by such lien, and that there are authorized and unissued hereunder, and not otherwise reserved, First and Refunding Bonds equal to the principal amount of such bonds or obligations and that First and Refunding Bonds are thereby reserved as provided in Section 5 of this Article Two for the refunding, discharge, payment, purchase or acquisition of such bonds or obligations.

Such certificate shall also set forth any other matters, not covered by the opinion of the General Counsel of the Railroad Company hereinafter in subdivision (d) mentioned, pertinent to the right of the Railroad Company to obtain the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys by the Corporate Trustee under any of the provisions of this Section 4.

(c) The certificates for any shares of stock and any bonds or other obligations, securities or evidences of indebtedness acquired or bonds or other obligations refunded by the Railroad Company in respect of the acquisition or refunding of which the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested; and all such deeds, conveyances or instruments of further assurance, and such evidence of any filing or record thereof, and all such other documents, as may be necessary for the purpose of effectually subjecting to the lien and operation of this indenture any new property constructed or acquired by the Railroad Company in respect of the acquisition or construction of which the Railroad Company is requesting the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys.

In case of the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys in respect of expenditures made by or for account of any controlled company or lessor company of the Railroad Company, there shall be delivered to the Corporate Trustee all bonds or ~~of~~ obligations then issued or issuable in respect of such expenditures under any mortgage or other lien upon the property of such company, and, if bonds or obligations of more than one class are so issuable, of the class having the best lien so far as available; and if and to the extent that bonds or obligations are not issuable under any such mortgage or other lien in respect of such expenditures, the obligations of such controlled company or lessor company issued by it to the Railroad Company in respect of such expenditures; but the bonds or obligations, whether secured or unsecured, delivered to the Corporate Trustee shall not be less in principal amount than the amount of First and Refunding Bonds to be authenticated and delivered, or deposited moneys paid, in respect of such expenditures.

(d) An opinion of the General Counsel of the Railroad Company that the purposes for which such First and Refunding Bonds are to be authenticated and delivered, or deposited moneys paid, are purposes for which such bonds may lawfully be issued or such deposited moneys lawfully paid out; and that such deeds, conveyances or instruments of further assurance are valid and sufficient for the purpose of effectually subjecting to the lien and operation of this indenture any property so constructed or acquired by the Railroad Company, or that no such deeds, conveyances or instruments of further assurance are necessary.

Such opinion shall also state, as the case may be:

(A) in case of expenditures made for one or more of the purposes set forth in Clause I of Section 2 of this Article Two, that the Railroad Company or the controlled company or lessor company of the Railroad Company has good title to such lines of Railroad, branches, extensions, terminals, warehouses, elevators, and other terminal facilities constructed or purchased; or

(B) in case of expenditures made for one or more of the purposes set forth in Clause II of Section 2 of this Article Two, that the Railroad Company or the controlled company or lessor company of the Railroad Company or the corporation resulting from such consolidation, has good title to the lines of railroad and other property, if any, acquired by merger or consolidation; or

(C) in case of expenditures made for one or more of the purposes set forth in Clause III of Section 2 of this Article Two, that the Railroad Company or the controlled company or lessor company of the Railroad Company is lawfully empowered to acquire, own and hold the shares of stock or mortgage bonds acquired; or

(D) in case of expenditures made for one or more of the purposes set forth in Clause IV of Section 2 of this Article Two, that the Railroad Company or the controlled company or lessor company of the Railroad Company is lawfully empowered to acquire, own and hold the mortgage bonds or shares of stock so acquired and (except in the case of a corporation formed for the purpose of improving or developing, or for the purpose of erecting, owning or leasing buildings over or on, any terminals or terminal property) that the Railroad Company or the controlled company or lessor company of the Railroad Company, as the case may be, has a valid right or contract to use the facilities of the corporation which issued the mortgage bonds or shares of stock; or

(E) in case of expenditures made for one or more of the purposes set forth in Clause V of Section 2 of this Article Two, that the Railroad Company or a controlled company or a lessor company of the Railroad Company has good title to the undivided interest in the connecting railroad acquired; or

(F) in case of expenditures made for one or more of the purposes set forth in Clause VI of Section 2 of this Article Two, that the Railroad Company or a controlled company or lessor company of the Railroad Company has good title to the extensions, additions, improvements or betterments made, constructed or purchased, and that such extensions, additions, improvements or betterments are to, or of, a line of railroad or property (other than rolling stock and equipment) which, or an undivided interest in which, is then subject to this indenture, or owned by such controlled company, or then included in a mortgaged lease; or

(G) in case of expenditures made for one or more of the purposes set forth in Clause VII of Section 2 of this Article Two, that the Railroad Company or a controlled company or lessor company of the Railroad Company has good title to the rolling stock or other railroad equipment purchased or constructed; or

(H) in case of expenditures made for one or more of the purposes set forth in Clause VIII of Section 2 of this Article Two, that the bonds or obligations refunded, discharged, paid, purchased or acquired are secured by lien or charge prior to the lien hereof on lines of railroad or other real property after the date of the execution and delivery of this indenture acquired by the Railroad Company and becoming subject hereto, or after said date acquired by some controlled company of the Railroad Company, or by some lessor company of the Railroad Company and included in a mortgaged lease, and that such bonds or obligations were outstanding at the time of such acquisition or created in connection with such acquisition, or that said bonds or obligations are secured by lien or charge upon lines of railroad or other real property of some controlled company or lessor company of the Railroad Company which became such a controlled company or lessor company after the date of the execution and delivery of this indenture and were outstanding at the date when said company became a controlled company or lessor company of the Railroad Company, or were created in connection therewith, and in the case of such a lessor company that the lines of railroad or other property upon which such bonds or obligations are secured are included in a mortgaged lease.

In lieu of stating that the Railroad Company or a controlled company or lessor Company of the Railroad Company has good title to any property acquired or constructed by the Railroad Company or by such controlled company or lessor company of the Railroad Company, said opinion may state that it is not practicable for the Railroad Company or such controlled company or lessor company of the Railroad Company to acquire a good fee simple title to such property and, in such case, such opinion shall state the nature of the interest acquired by the Railroad Company or such controlled company or lessor company of the Railroad Company in such property, and that such interest so acquired is sufficient for the purposes of the business of the Railroad Company or of such controlled company or lessor company of the Railroad Company

Such opinion shall also contain the following statements in the casses hereinafter specified;

(AA) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clauses I, II or VI of Section 2 of this Article Two in respect of the acquisition by the Railroad Company or a controlled company or lessor company of the Railroad Company of any property, by purchase, construction or otherwise, such opinion shall also state (a) that any property so acquired is free from any mortgage, lien or other charge, prior to the lien of this indenture, except mortgages, liens or other charges specified in the certificate furnished under the foregoing paragraph (b) of this Subsection B and other than undetermined liens or charges incident to construction, and (b), in the case of acquisition by the Railroad Company, that this indenture and any instrument supplemental hereto, and specified in such opinion, are duly recorded and filed and constitute, or when duly recorded and filed will constitute, a lien thereon, subject to the lien of any such mortgage, lien or charge, and (c), in the case of acquisition by a lessor company, that such property so acquired is included in a mortgaged lease.

(BB) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clauses V and VI of Section 2 of this Article Two in respect of the acquisition of an undivided interest in a connecting railroad, or in respect of extensions, additions, improvements and betterments to or of lines or railroad an undivided interest in which is then subject to this indenture or

owned by a controlled company or then included in a mortgaged lease, such opinion shall also state that such lines of railroad are free of any mortgage or other lien, and that such undivided interest is, or upon such authentication and delivery or payment will be, subject to this indenture as a direct lien or owned by some controlled company of the Railroad Company or included in a mortgaged lease, subject only to one or more mortgages securing bonds of the issue specified in Section 1 of Article Two hereof or of any then existing mortgages securing bonds or obligations of the character specified in Clause VIII of Section 2 of this Article Two or of any then existing mortgages of a controlled company or lessor company of the Railroad Company all of the bonds issued under which shall be pledged or assigned under this indenture.

(CC) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clauses III or IV of Section 2 of this Article Two, in respect of the acquisition by the Railroad Company or a controlled company or lessor company of the Railroad Company of shares of stock of any company which, after such acquisition, will be a controlled company of the Railroad Company, such opinion shall also state that the property of such company is free from any mortgage, lien or other charge except mortgages, liens or other charges specified in the certificate furnished under the foregoing paragraph (b)of this Subsection B and other than undetermined liens or charges incident to construction, and in the case of the acquisition by a lessor company of shares of stock or bonds pursuant to said Clauses III or IV that such shares of stock or bonds are included in a mortgaged lease.

(DD) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clause VII of Section 2 of this Article Two, such opinion shall also state that the rolling stock or other railroad equipment purchased or constructed, is, or upon such authentication and delivery or payment will be, subject to this indenture as a direct lien or owned by some controlled company of the Railroad company or included in a mortgaged lease, subject only to one or more of the mortgages securing bonds of the issues specified in Section 1 of Article Two hereof or of any then existing mortgages securing bonds or obligations of the character specified in Clause VIII of Section 2 of this Article Two or of any then existing mortgages of a controlled company or lessor company of the Railroad Company all of the bonds issued under which shall be pledged or assigned under this indenture.

(EE) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clauses I, II, III, IV, V, VI, or VII of Section 2 of this Article Two, in respect of expenditures by or for account of a controlled company or lessor company of the Railroad Company, such opinion shall also state that the mortgage bonds of such controlled company or lessor company of the Railroad Company delivered to the Corporate Trustee as provided in the foregoing paragraph (c) of this Subsection B are the bonds having the best lien then deliverable to the Railroad Company in respect of such expenditures under any mortgage on the property of such controlled company or lessor company of the Railroad Company, and that such mortgage has been duly recorded and constitutes or, on the issue of such bonds or obligations, will constitute, a valid lien on the property of such controlled company or lessor company of the Railroad Company, including the property acquired or constructed by such expenditures; and if, and to the extent that, bonds or obligations are not issuable under any such mortgage or other lien in respect of such expenditures, that the obligations of such controlled company or lessor company issued by it to the Railroad Company in re-

spect of such expenditures and delivered to the Corporate Trustee as provided in the foregoing paragraph (c) of this Subsection B are valid obligations of such controlled company or lessor company.

(FF) If the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys is requested pursuant to Clauses III, IV or VIII of Section 2 of this Article Two, in respect of expenditures by or for account of the Railroad Company, or pursuant to Clauses I, II, III, IV, V, VI or VII of Section 2 of this Article Two in respect of expenditures by or for account of a controlled company or lessor company of the Railroad Company, such opinion shall also state that any stock or bonds acquired by such expenditures or any bonds or obligations issued by such controlled company or lessor company of the Railroad Company to the Railroad Company to be delivered to the Corporate Trustee as provided in the foregoing paragraph (c) of this Subsection B have been validly issued pursuant to due corporate authority and that, except as therein may be specified, no authorization of the issue of any such stock, bonds or obligations at the time is required by law to be given by any public service or public utilities commission, railroad commission or other governmental authority having jurisdiction in the premises, or that certain specified authorization is so required and, if such opinion shall specify any governmental authority whose authorization of the issue of such stock, bonds or obligations is required, it shall be accompanied by a copy, authenticated in such manner as may be satisfactory to the Corporate Trustee, of each order or certificate authorizing the issue of such stock, bonds or obligations, made or given by the governmental authority specified in such opinion, and such opinion shall also state that such order or orders, certificate or certificates, are sufficient authorization for the issue of such stock, bonds or obligations.

(e) If the authentication and delivery of First and Refunding Bonds is requested pursuant to this Subsection B, there shall also be delivered to the Corporate Trustee the certificates and opinion required by paragraphs (b) and (c) of Subsection A of this Section 4.

C. Upon the delivery to the Corporate Trustee, in accordance with the requirements of this Section 4, of all the certificates, opinions and other instruments required to be delivered for the purpose of authorizing the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys for the purposes set forth in Section 2 of this Article Two and of such further assurances, if any, as shall be required by it as aforesaid, and of all such certificates of stock, bonds or obligations required to be delivered for such purposes, the Corporate Trustee shall authenticate and thereupon deliver to the Railroad Company, or upon its order, First and Refunding Bonds to the principal amount to which the Railroad Company shall be entitled under the provisions of Section 3 of this Article Two, in respect of the expenditures certified to have been made as aforesaid, or, at the election of the Railroad Company, shall pay to the Railroad Company, or upon its order, an amount of deposited moneys equal to such principal amount of bonds.

D. Anything herein contained to the contrary notwithstanding, if the Railroad Company shall have contracted to deliver First and Refunding Bonds, in lieu of making payment in cash, for any of the purposes specified in Section 2 of this Article Two, the Corporate Trustee, upon compliance by the Railroad Company with the provisions of the foregoing Subsections B and C of this Section 4 (except that the resolutions, certificates and opinions to be delivered to the Corporate Trustee as therein provided, in

lieu of stating the amount of expenditures made, may state the amount of First and Refunding Bonds which the Railroad Company has contracted to deliver), and upon delivery also to the Corporate Trustee of the report of a competent engineer or other expert approved by the Corporate Trustee stating the value of the property acquired by the Railroad Company and the amount, if any, of liens or other charges on said property, shall authenticate and deliver to or on the order of the Railroad Company, First and Refunding Bonds to a principal amount not exceeding (a) the value of the property so acquired, less the amount of any liens or charges thereon, as stated in said report, or (b) the principal amount of First and Refunding Bonds which the Railroad Company shall have contracted to deliver in respect thereof, whichever shall be less, subject, however, to the provisions of Section 3 of this Article Two.

If the Railroad Company shall acquire property in consideration of the payment of cash and the delivery of First and Refunding Bonds, the authentication and delivery of First and Refunding Bonds pursuant to this Subsection D in respect of such property shall not prevent the authentication and delivery of First and Refunding Bonds pursuant to the foregoing Subsections B and C to reimburse expenditures in cash for such acquisition, but the total amount of First and Refunding Bonds authenticated and delivered in respect of any such acquisition shall not exceed the value of the property acquired, less the amount of any liens or charges thereon, as stated in the report delivered to the Corporate Trustee as aforesaid, subject, however, to the provisions of Section 3 of this Article Two.

Whenever the Railroad Company shall have contracted for the acquisition of property or the doing of work of such a character and under such circumstances that the Railroad Company would be entitled to reimbursement from deposited moneys for expenditures made by the Railroad Company for such property or work, the Railroad Company may in lieu of paying and obtaining reimbursement thereof, require the Corporate Trustee in the first instance to make payment of or on account of the purchase price of such property or the cost of such work to the person entitled to receive such payment upon or simultaneously with the subjection of any such property to this indenture and the delivery to the Corporate Trustee of appropriate certificates and other documents as provided in this Article Two, with appropriate modifications as far as necessitated by the fact that such expenditures are to be made by the Corporate Trustee instead of reimbursed by the Corporate Trustee.

E. The Trustees shall not be concerned with, or be accountable to any one for, the use or application by the Railroad Company of any of the First and Refunding Bonds authenticated and delivered by the Corporate Trustee to the Railroad Company or of any of the deposited moneys paid by it to the Railroad Company, or on its order, pursuant to any of the provisions of this Article Two.

SECTION 5. Whenever, after the date of the execution and delivery of this indenture,

(a) railroads or real property shall be subjected to this indenture or acquired by some controlled company of the Railroad Company, or included in a mortgaged lease, or

(b) stock of any corporation shall be acquired by the Railroad Company and subjected to this indenture as a first lien thereon, or shall be acquired by controlled company of the Railroad Company, or shall be acquired by a lessor company of the Railroad Company and included in a mortgaged lease, to an amount which, together with the stock of such corporation previously subject to this indenture as a first lien thereon or held by such controlled company or included in such mortgage lease, will render such corporation

a controlled company of the Railroad Company, or

(c) a lease of lines of railroad shall be acquired by the Railroad Company and subjected to this indenture as a first lien thereon which thereafter will be a mortgaged lease,

then, and in any such event, if the lines of railroad or real property which are subjected to this indenture, or acquired by some controlled company of the Railroad Company, or included in a mortgaged lease, or, as the case may be, the lines of railroad or other real property, or any part thereof, of the corporation stock of which is so acquired or the lines of railroad or other real property included in such mortgaged lease so acquired, are, or upon such acquisition will be, subject to any lien other than the lien of this indenture, unless it be the lien of some one or more of the mortgages securing bonds of the issues described in Section 1 of this Article Two, or unless such lien be expressly subject to the lien of this indenture, the Railroad Company shall give notice to the Corporate Trustee of the principal amount of bonds or obligations at the time outstanding secured by such lien, and shall thereupon reserve out of the First and Refunding Bonds issuable under Section 2 of this Article Two, a principal amount of First and Refunding Bonds equal to the principal amount of such bonds or obligations at the time outstanding, other than those pledged or assigned hereunder. Such First and Refunding Bonds so reserved shall, so long as such bonds or obligations are outstanding, be issued only for the purposes specified in Clause VIII of Section 2 of this Article Two, in respect of the particular bonds or obligations secured by such lien, subject to the provisions of Section 3 and Section 4 of this Article Two. The Railroad Company covenants that lines of railroad or other real property shall not be subjected to this indenture, nor shall stock of any corporation be pledged hereunder or acquired by a controlled company or included in a mortgaged lease to an amount which, together with the stock of such corporation previously pledged hereunder, or held by such controlled company or included in such mortgaged lease, will render such corporation a controlled company of the Railroad Company, nor shall any lease of any lines of railroad be subjected to this indenture as a first lien thereon which thereafter will be a mortgaged lease, nor shall any lines of railroad or other real property be acquired by any controlled company of the Railroad Company, or by any lessor company of the Railroad Company and included in a mortgaged lease, unless, if First and Refunding Bonds are required to be reserved in respect thereof, pursuant to this Section 5, there shall then be unissued hereunder, and not otherwise reserved, First and Refunding Bonds to the principal amount so required to be reserved.

A certificate signed by the President and by the Comptroller of the Railroad Company may be received by the Corporate Trustee as conclusive evidence of any statement therein contained pertaining to the amount of the First and Refunding Bonds required to be reserved pursuant to the foregoing provision of this Section 5, and shall be full warrant, authority and protection to the Corporate Trustee for any action taken by it on the faith thereof.

First and Refunding Bonds reserved to be issued under this Section 5, not theretofore authenticated and delivered, which shall be expressed, by a resolution of the Board of Directors of the Railroad Company, to be no longer required to be held for use pursuant to this Section 5, by reason of the fact that the bonds or obligations in respect of which such First and Refunding Bonds were reserved, have been paid and cancelled or delivered to the Corporate Trustee hereunder, shall no longer continue to be reserved pursuant to this Section 5 but may be authenticated and delivered to the Railroad Company

in accordance with the provisions of Section 2 of this Article Two.

SECTION 6. Whenever requesting the authentication and delivery of any bonds hereunder, if they are to be of a series not theretofore created, the Railroad Company shall cause to be delivered to the Corporate Trustee, in addition to any other instrument required by the provisions of this Article Two, a copy of a resolution or of resolutions of the Board of Directors of the Railroad Company, certified under its corporate seal by its secretary, designating such new series then to be created, and specifying the maximum principal amount of such series (if limited), and the date or dates of maturity, denominations, rate of interest, interest payment dates, terms of redemption (if redeemable) and of exchange for bonds of other denominations or series (if so exchangeable), and other provisions of the bonds of the series, the authentication and delivery of bonds of which is requested, and the bonds authenticated and delivered shall conform to such specifications. The Railroad Company shall also cause to be delivered to the Corporate Trustee an opinion of the General Counsel of the Railroad Company stating that the terms and provisions of the bonds of the proposed series are authorized by this indenture.

SECTION 7. Whenever the terms of any section of this Article Two require an order or request of the Railroad Company to be delivered to the Corporate Trustee for the purpose of obtaining the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys, such order or request shall be sufficient if under the corporate seal of the Railroad Company attested by its Secretary, and signed on behalf of the Railroad Company by its President, or by some other officer of the Railroad Company appointed by resolution of its Board of Directors for the purpose, and also by its Comptroller, and if it shall state the principal amount of bonds to be delivered, the series, the section of this Article Two under which such bonds are reserved, or the amount of deposited moneys to be paid, and the person or persons to whom, or the firm or corporation to which, such bonds are to be delivered, or such deposited moneys paid.

SECTION 8. The Corporate Trustee may receive the certificate of the Secretary of the Railroad Company, under the corporate seal of the Railroad Company, as conclusive evidence of the adoption by the Board of Directors of the Railroad Company of any of the resolutions herein provided for. The same officers of the Railroad Company need not certify to all the facts required to be certified to under the provisions of this Article Two, but different officers may, and whenever required by the Corporate Trustee shall, certify to separate facts. The resolutions, requests, orders, certificates, statements and opinions so required or provided for by any provision of this Article Two to be delivered to the Corporate Trustee as a condition of the authentication and delivery of bonds or payment of deposited moneys hereunder may be received by the Corporate Trustee as conclusive evidence of any statement therein contained pertaining to its right or duty to authenticate and deliver bonds or to pay deposited moneys pursuant to this Article Two, and shall be full warrant, authority and protection to the Corporate Trustee, acting on the faith thereof for the authentication and delivery by it of such bonds or the payment of such deposited moneys. The Corporate Trustee shall be entitled to act and rely upon any copy of a resolution, certificate, order, request, direction or other instrument, by the Railroad Company delivered to the Corporate Trustee when the same is certified by the Secretary of the Railroad Company under its corporate seal, and shall be fully protected in respect of any and all acts done or action taken or suffered by it, or on its behalf, in reliance thereon; and every such copy of a resolution, certificate, order, request, direction or other instrument, thus certified or executed,

shall be, at all times and in all places, conclusively taken and held to be the act and deed of, and binding upon, the Railroad Company. The Corporate Trustee may, however, in its discretion and at its option, require the Railroad Company to furnish further proof of any fact, and, if further proof satisfactory to the Corporate Trustee be not furnished within a reasonable time fixed therefor by the Corporate Trustee, the Corporate Trustee may proceed to make an independent investigation into the truth or accuracy of any such fact or opinion, and, in case it shall after such independent investigation be satisfied that such certificate, opinion, statement or resolution, or any statement of fact contained therein is inaccurate, the Corporate Trustee may in its discretion take, refuse to take, or refrain from taking all or any action predicated thereupon. Such investigation shall be made at the expense of the Railroad Company and in such manner as the Corporate Trustee may determine; and the Corporate Trustee shall have power to employ counsel, engineers, accountants and other experts for the purpose of making such investigation and shall be fully protected as to anything done or suffered by it in reliance upon any opinion or report made to it in the premises.

SECTION 9. At any time and from time to time (but subject to the provisions of Section 11 of this Article Two), the Railroad Company, on or after the surrender to the Corporate Trustee and cancellation of any or all the bonds of any series previously authenticated hereunder, in every case with all unmatured coupons thereto belonging, may make and deliver to the Corporate Trustee and thereupon, in accordance with the written request of the Railroad Company, the Corporate Trustee shall authenticate, and on the written order of the Railroad Company deliver, in exchange for the bonds so cancelled, a like aggregate principal amount of First and Refunding Bonds, of any form, with any date or dates of maturity and containing any provisions authorized by this indenture, and bearing any rate of interest, and of any series, then existing or then constituted. The bonds and coupons so cancelled shall, upon the written request of the Railroad Company, be delivered by the Corporate Trustee to the Railroad Company or cremated.

SECTION 10. Within twelve months before the maturity of any series of First and Refunding Bonds at the time outstanding, or on or after the call for redemption of any series of First and Refunding Bonds at the time outstanding (but subject to the provisions of Section 11 of this Article Two), the Railroad Company may make and deliver to the Corporate Trustee and thereupon, in accordance with the written request of the Railroad Company, the Corporate Trustee shall authenticate, and on the written order of the Railroad Company deliver, First and Refunding Bonds for an aggregate principal amount not exceeding the principal amount of the bonds so about to mature or called for redemption, upon the surrender to the Corporate Trustee of all the bonds of such series with all unmatured coupons or the deposit with the Corporate Trustee of an amount in money equal to the principal amount, or the redemption price (exclusive of accrued interest), as the case may be, of any of said bonds not so surrendered and making provision satisfactory to the Corporate Trustee for the payment of interest on the bonds so about to mature to the date of maturity or on the bonds to be redeemed to the date of redemption. The First and Refunding Bonds so authenticated and delivered may, as requested by the Railroad Company, be of any form with any date or dates of maturity and contain any provisions authorized by this indenture, and bear any rate of interest, and be of any series, then existing or then constituted. Upon delivery thereafter from time to time to the Corporate Trustee, for cancellation, of any of the bonds so paid or redeemed,

the Corporate Trustee shall repay to the Railroad Company out of the moneys deposited with the Corporate Trustee an amount equal to the principal amount, or the redemption price (exclusive of accrued interest), as the case may be, of the bonds so surrendered. All bonds so surrendered to the Corporate Trustee, shall, if not already cancelled, be cancelled by it, and all said surrendered bonds when cancelled shall, on the written order of the Railroad Company, be delivered to the Railroad Company or cremated.

SECTION 11. No First and Refunding Bonds shall be authenticated and delivered or moneys paid under the provisions of Section 9 and Section 10 of this Article Two in respect of convertible bonds which shall have been converted into stock of the Railroad Company nor in respect of bonds which shall have been purchased, paid or retired through the operation of a sinking fund created for that purpose or by the application thereto of moneys required or authorized by any provision of Article Five, Article Six, or Article Ten hereof to be applied to the purchase of First and Refunding Bonds.

SECTION 12. As to any moneys deposited with or held by the Corporate Trustee under any provision of this indenture, the Railroad Company may designate in writing additional trust companies, banks and bankers, approved as to responsibility by the Corporate Trustee, with which such moneys may be deposited for account of the Corporate Trustee, and with like approval may fix the proportions or amounts in which deposit shall be made therewith, or revoke the designation of any trust company, bank or bankers theretofore designated, or reduce or, with like approval, increase the proportion or amount of such moneys which may be kept or deposited with any such depositary or depositaries, and accordingly such moneys shall be transferred from one depositary to another upon the written order of the Corporate Trustee, provided, however, that there shall not at any time be on deposit with any one incorporated bank or trust company other than the Corporate Trustee an amount of such moneys greater in the aggregate than one-half of the amount of the capital and surplus of the bank or trust company receiving such deposit. The moneys deposited with depositaries other than the Corporate Trustee shall be paid out only upon the written order of the Corporate Trustee. In every case of a depositary other than the Corporate Trustee, such depositary shall execute and deliver to the Corporate Trustee an appropriate instrument acknowledging the receipt of such moneys and agreeing to hold and to pay the same from time to time upon the written order of the Corporate Trustee. Any depositary shall be protected by any such order in any payment made upon the faith thereof, and no such depositary shall be under any obligation to see to the application of the amount so paid. So long as no event of default shall have happened and be continuing, any interest allowed by the Corporate Trustee or by any other depositary upon moneys in its hands shall be paid from time to time to or upon the order of the Railroad Company. The Trustees shall not have any responsibility, whether to the Railroad Company or to the bondholders, or otherwise, for any of said moneys while on deposit with any trust company, bank or bankers designated as hereinbefore provided, except that the Corporate Trustee shall be responsible for moneys actually deposited with it.

The Railroad Company shall also have the right, by written request to the Corporate Trustee, to require that any moneys deposited with or held by the Corporate Trustee under any provision of this indenture shall be invested in bonds or obligations of the United States of America or in bonds which are legal investments for savings banks incorporated under the laws of the State of New York, to be held by the Corporate Trustee hereunder as part of the trust estate, and, by like request in writing, to require the sale of any such bonds or obligations so purchased and held, the proceeds of sale thereof to be deposited with the Corporate Trustee subject to the provisions of this indenture affecting

the moneys originally held by the Corporate Trustee and invested in such bonds or obligations. The Trustees shall not have any responsibility, whether to the Railroad Company or the bondholders, or otherwise, for any depreciation in the value of any such bonds or obligations purchased as aforesaid.

SECTION 13. Anything in this indenture to the contrary notwithstanding, if an event of default as defined in Section 2 of Article Seven of this indenture shall have happened and be continuing, the Corporate Trustee may, but shall not be required to, authenticate and deliver bonds or pay moneys held by the Corporate Trustee, to the Railroad Company as herein provided, or, upon the order of a court of competent jurisdiction, to a receiver of the Railroad Company. Such receiver shall deliver to the Corporate Trustee, in lieu of the resolutions, certificates and opinion hereinbefore required to be delivered to the Corporate Trustee by the Railroad Company, appropriate orders of court, affidavits of such receiver and opinions of counsel to such receiver.

ARTICLE THREE

Supplemental Indentures

SECTION 1. The Railroad Company, when authorized by resolution of its Board of Directors, and the Trustees, from time to time and at any time, subject to the restrictions in this indenture contained, may, and when so required by this indenture shall, enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof and be binding upon the holders of all bonds then outstanding or thereafter to be outstanding hereunder, for any one or more of the following purposes:

(a) subject to the provisions of Section 5 of Article Two hereof, to convey, transfer and assign to the Trustees and expressly to subject to the lien of this indenture, with the same force and effect as though included in the Granting Clauses, lines of railroad and property acquired by the Railroad Company through consolidation or merger, by purchase, or otherwise, and any lease or leasehold interest acquired by the Railroad Company of, in and to additional lines of railroad and real property; and each such supplemental indenture shall specify and describe any mortgages or other liens on said lines of railroad and property and state the principal amount of the bonds or other debt secured thereby and then outstanding and the date or dates of maturity thereof, and also the amount of any bonds or obligations unissued, but authorized to be issued under any such mortgage or lien;

(b) subject to the provisions of Section 13 of Article Five hereof, to convey, transfer and assign to the Trustees and expressly to subject to the lien of this indenture, bonds, obligations and indebtedness of other companies, and, subject also to the provisions of Section 5 of Article Two hereof, shares of stock of other companies; and if any supplemental indenture shall assign or subject to the lien of this indenture any shares of stock or bonds or other obligations other than mortgage bonds there shall be delivered to the Corporate Trustee a certificate signed by the President and by the Comptroller of the Railroad Company stating (a) the total value as appraised by them of all the security subject to the lien of this indenture, including the shares of stock or bonds or other obligations to be subjected to the lien of this indenture by such supplemental indenture, after deducting therefrom the amount of all prior liens thereon; (b) the value as appraised by them of the shares of stock and bonds and other obligations, other than mortgage bonds, included in such security; and (c) that the value as appraised by them of said shares of stock and bonds and other obligations does not exceed one-third of the total value as appraised by them of all said security;

(c) to add to the limitations on the authorized issue and purposes of issue of bonds which under the provisions of this indenture may be issued for any of the purposes specified in Section 2 of Article Two, other limitations to be thereafter observed; to specify definitive limitations on the total authorized issue of bonds under this indenture or to add to the covenants and agreements of the Railroad Company for the protection of the bondholders and of the trust estate;

(d) to provide as an additional limitation on the issue of bonds hereunder that at no time shall the authorized total issue of bonds hereunder together with all outstanding prior debts of the Railroad Company, after deducting therefrom the bonds reserved under the provisions of this indenture, or of any indenture supplemental hereto executed pursuant to this paragraph (d), to retire prior debts at maturity, exceed three times the outstanding capital stock of the Railroad Company; or, without limiting the generality of the foregoing paragraph (c), from time to time to make any limitations on the authorized issue and purposes of issue of bonds hereunder or to add any provisions or any covenants and agreements of the Railroad Company, (including any limitations or provisions or covenants and agreements required by the fact that the Railroad Company has outstanding shares of capital stock without par value, if the Raillroad Company shall then have any such shares outstanding), necessary to be made in order that the bonds issued hereunder may be legal investments for Savings Banks incorporated under the laws of the State of New York or of any other state;

(e) to provide for the issue under this indenture of particular series of bonds convertible, at the option of the holders thereof, into the capital stock of the Railroad Company or a successor corporation, at such times and upon such terms and conditions as in such supplemental indenture and in the bonds of such particular series shall be stated;

(f) to provide for the issue under this indenture of particular series of bonds payable at the option of the holders at any place or places in the United States of America in United States Gold coin, or at any place or places in foreign countries, in United States gold coin or in foreign currencies current at such places of payment, or only in such foreign currencies; to prescribe rates of exchange in respect of bonds payable in foreign currencies and provisions for redemption, exchange, registration and transfer thereof and appropriate provisions to conform to the requirements of law or commercial usage in the country or countries in which such bonds may be made payable, including provisions requiring payment of the principal and interest thereof without deduction for taxes imposed by foreign authorities; and to prescribe the form of, and other regulations relating to the issue of, such bonds;

(g) to provide a sinking fund for the redemption of all or any of the First and Refunding Bonds upon such terms and conditions as in such supplemental indenture shall be stated;

(h) to evidence the succession of another corporation to the Railroad Company, or successive successions, and the assumption by any successor corporation of the covenants and obligations of the Railroad Company in the First and Refunding Bonds and in this indenture or any supplemental indenture contained;

(i) to make such provision in regard to matters or questions arising under this indenture as may be necessary or desirable and not inconsistent with this indenture and which shall not impair or endanger the security of the same; and the Trustees shall be fully protected in accepting and entering into any supplemental indenture pursuant to this Section 1 as aforesaid in reliance upon a certificate signed by the President and

by the Comptroller of the Railroad Company, stating such facts as may be pertinent to the right of the Trustees to accept and enter into such supplemental indenture and upon an opinion of the General Counsel of the Railroad Company stating that the execution of supplemental indenture is authorized by the provisions of this Section 1.

SECTION 2. For the purposes of this indenture any such supplemental indenture shall be construed in connection with and as part of this indenture and the covenants thereof shall be deemed, as to the subject matter of such covenants, covenants of this indenture. Without prejudice to the foregoing, any supplemental indenture executed for the purpose specified in Clause (g) of Section 1 of this Article Three may constitute as an additional event of default under this indenture a default in the payment of an instalment of any sinking fund thereby created, continued for such period, not less than thirty days, as may be therein provided and any supplemental indenture executed for the purpose specified in Clause (e) of Section 1 of this Article Three may constitute as an additional event of default under this indenture, the failure on the part of the Railroad Company to carry out any privilege or right of conversion granted to the holder or holders of any bonds by such supplemental indenture and the continuance of such failure for such period, not less than thirty days, as may be prescribed by such supplemental indenture.

The Trustees are authorized to join with the Railroad Company in the execution of any such supplemental indenture or indentures, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of such property thereunder. In case of the delivery of any such supplemental indenture or indentures, express reference thereto may be made in the text of the bonds of any series created thereafter.

SECTION 3. The Railroad Company covenants that, with all convenient speed after the execution thereof, it will cause each such supplemental indenture executed for the purposes specified in Clause (a) of Section 1 of this Article Three to be duly recorded as a mortgage upon railroads, or, as the case may be, upon real property, and each such supplemental indenture executed for any other purpose to be duly recorded in such place or places, if any, and in such manner, as may be necessary to constitute such supplemental indenture a valid and subsisting lien, on the property covered thereby, of the extent and priority purported to be created thereby; but the Corporate Trustee may authenticate and deliver any First and Refunding Bonds after any such supplemental indenture shall have been delivered prior to the recording thereof.

An executed counterpart of every such supplemental indenture shall be deposited with the Corporate Trustee.

ARTICLE FOUR

Redemption of Bonds

SECTION 1. In the creation of any series of First and Refunding Bonds, the Railroad Company may reserve the right to redeem the bonds of such series, as a whole or in part, or as a whole but not in part, at such time or times and on such terms as the Board of Directors of the Railroad Company may determine and as shall be specified in the bonds of such series.

In case the Railroad Company shall elect to redeem all, or, as the case may be, any part of the First and Refunding Bonds of any series which are by their terms redeemable, the Railroad Company shall give notice of such election by publication in a newspaper of general circulation in the Borough of Manhattan, in the City and State of New York, (and in such additional newspapers in the United States or in foreign countries, if any, in respect of the bonds of any series created pursuant to an indenture supplemental hereto executed pursuant to subdivision (f) of Section 1 of Article Three hereof, as may be required by such supplemental indenture), once during each of four successive calendar weeks, upon any days in the week, the first publication to be not less than sixty days nor more than ninety days prior to the designated redemption day, stating such election on the part of the Railroad Company and that the interest on the First and Refunding Bonds called for redemption shall cease on the designated redemption day, and requiring that the First and Refunding Bonds called for redemption be then presented for payment and redemption. If a part only of the bonds of a series shall be called for redemption, the particular bonds to be redeemed shall, at the written request of the Railroad Company, be determined by lot in any manner deemed by the Corporate Trustee in its unrestricted discretion to be fair, and the published notice of call for redemption shall in that case specify the numbers and series of the bonds to be redeemed. A similar notice will be sent by the Railroad Company, through the mails, postage prepaid, at least sixty days prior to such redemption day, to registered holders of registered bonds without coupons and to registered holders of coupon bonds, whose bonds shall have been called for redemption, to their addresses as the same shall then appear upon the transfer register; provided, however, that the mailing of notice to such registered holders shall not be a condition precedent to redemption, and neither the failure to mail such notice to such registered holders nor any imperfection or defect therein shall affect the validity of the proceedings for redemption. Notice having been so given by publication, the First and Refunding Bonds called for redemption shall, on the day designated in such notice, become due and payable at the respective rates and prices prescribed in the bonds, with all accrued interest thereon to the date of redemption so designated; and from and after the date of redemption so designated, interest on the First and Refunding Bonds so called for redemption shall cease and, on presentation in accordance with said notice at the place or one of the places at which the same may be expressed to be payable, of such First and Refunding Bonds, with all coupons maturing on and after said redemption day, said bonds shall be paid by the Railroad Company, at the rate aforesaid, together with all accrued interest to such redemption day; provided however, that if any First and Refunding Bonds so presented shall not be accompanied by the coupon maturing on the redemption date, then said bonds shall be paid at the redemption price less the amount of said coupon and said coupon shall be paid to the bearer thereof on presentation for payment, and provided further, that accrued unpaid interest represented by coupons which shall have matured prior to the date of redemption, shall continue to be payable to the respective bearers thereof on presentation for payment. If not so paid on presentation thereof said First and Refunding Bonds shall continue to bear interest at the rate expressed therein until payment. If, in case of partial redemption, there shall be drawn for redemption one or more, but less than all, of the coupon bond serial numbers endorsed upon any registered bond without coupons, then, upon presentation and surrender of such registered bond without coupons, the amount payable in respect of the coupon bond or bonds the number or numbers of which were so drawn for redemption, shall be paid to the registered holder ~~of such registered holder~~ of such registered bond without coupons, or upon his order, and the Railroad Company shall sign and seal and the Corporate Trustee shall thereupon authenticate and deliver to the registered holder thereof, or upon his order , and at the expense of the Railroad Company, a new registered bond or bonds without coupons for the amount of said surrendered registered bond without coupons less the principal amount so paid.

SECTION 2. On the deposit with the Corporate Trustee of the amount necessary to redeem all outstanding First and Refunding Bonds (if they shall all be redeemable and shall have been duly called for redemption), together with proof, by affidavit or otherwise, that said notice of redemption has been given by publication, and on payment to the Trustees of all costs, charges and expenses in relation thereto or otherwise payable to the Trustees, and on payment of all other sums payable hereunder by the Railroad Company, then and in that case at the election of the Railroad Company, all property, rights and interests hereby conveyed or assigned or pledged shall revert to the Railroad Company, and the estate, right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustees in such case, but only on the written demand of the Railroad Company, and at its cost and expense, shall cancel this indenture and enter satisfaction thereof upon the records and shall assign and transfer or cause to be assigned and transferred and shall deliver or cause to be delivered to or on the order of the Railroad Company all personal property and moneys then held by the Trustees hereunder, other than any moneys deposited with the Corporate Trustee under this Section 2, and shall deliver to or on the order of the Railroad Company orders for the payment of any moneys deposited with other depositaries as in this indenture provided. Any money deposited with the Corporate Trustee under this Section 2 shall be held by the Corporate Trustee as a trust deposit and applied by it to the payment and redemption of the First and Refunding Bonds in respect whereof such money shall have been deposited at the rates aforesaid together with accrued interest to the day designated for redemption. Any money so deposited with the Corporate Trustee remaining unclaimed for six years after the day designated for the redemption of such First and Refunding Bonds shall then be repaid by the Corporate Trustee to the Railroad Company, and all liability of the Corporate Trustee with respect to such money shall thereupon cease and the holders of such First and Refunding Bonds shall thereafter be entitled to look only to the Railroad Company for payment thereof. In no event shall the holder of such First and Refunding Bonds be entitled to interest upon such money whether held by the Corporate Trustee or so repaid to the Railroad Company.

All First and Refunding Bonds redeemed and paid hereunder shall be cancelled and on its written request delivered to the Railroad Company or cremated.

ARTICLE FIVE

PARTICULAR COVENANTS OF THE RAILROAD COMPANY

The Railroad Company covenants with the Trustees as hereinafter in this Article set forth:

SECTION 1. Duly and punctually the Railroad Company will pay the principal and the interest of every of the First and Refunding Bonds, at the places, on the dates and in the manner mentioned in the First and Refunding Bonds or in the coupons thereto belonging, according to the true intent and meaning thereof, and if the Railroad Company shall have so agreed in any of the First and Refunding Bonds, without deduction from either principal or interest of such bonds for any tax, assessment or governmental charge, or any part of any of the same, which the Railroad Company or the Trustees, or either of them, may be required or permitted to pay thereon, deduct, or retain therefrom, under or by reason of or pursuant to any present or future law of the United States of America, or of any state, county, municipality or other taxing authority therein and without deduction for which the Railroad Company may by such bonds have agreed to make payment.

The Railroad Company hereby assumes the payment of all taxes, assessments and governmental charges without deduction for which the Railroad Company may by such bonds have agreed to make payment. The interest on the coupon bonds shall be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature, and, when paid, such coupons shall forthwith be cancelled. The interest on the registered bonds without coupons shall be payable only to the registered holders thereof on the books of the Railroad Company.

SECTION 2. In order to prevent any accumulation of coupons and claims for interest after maturity, the Railroad Company will not, directly or indirectly, extend, or assent to the extension of, the time for the payment of any coupon or claim for interest on any of the First and Refunding Bonds; and the Railroad Company will not, directly or indirectly, be a party to or approve of any such arrangement by purchasing or funding said coupons or claims for interest or in any other manner.

SECTION 3. At all times until the payment of the First and Refunding Bonds, the Railroad Company will keep an office or agency in the Borough of Manhattan, in the City and State of New York, where the First and Refunding Bonds and coupons may be presented for payment, and notices and demands in respect of the First and Refunding Bonds and coupons or under this indenture may be served; and will, by written notice, designate such office or agency to the Corporate Trustee. In default of keeping any such office or agency or of such designation, presentation and demand may be made and notice served at the principal office, in said Borough of Manhattan, of the Corporate Trustee or of any successor to it in the trust.

SECTION 4. All railroads, rolling stock, franchises, bonds, stocks, and other property of every kind, by this indenture covenanted to be conveyed or pledged or assigned to the Trustees under this indenture, or in respect of the construction or acquisition whereof First and Refunding Bonds shall be authenticated and delivered or deposited moneys paid out hereunder, and any property at any time acquired by the Railroad Company and provided by this indenture to become subject hereto shall, immediately upon the acquisition thereof by the Railroad Company and without any further conveyance or assignment, become and be subject to the lien of this indenture as fully and completely as though now owned by the Railroad Company and specifically described in the Granting Clauses hereof; but at any and all times, the Railroad Company will make and deliver any and all such further assurances or conveyances or assignments thereof as the Corporate Trustee may reasonably direct or require, for the purpose of expressly and specifically subjecting the same to the lien of this indenture; and, also, the Railroad Company will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers and assurances in the law, for the better assuring, conveying, 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 may be, or hereafter become, bound to convey or assign to the Trustees, as the Corporate Trustee shall reasonably require.

SECTION 5. Subject to the provisions of Article Ten hereof, the Railroad Company shall not and will not suffer or permit any default wherefor any lessor (other than some

controlled company of the Railroad Company) may terminate any lease which, or the leasehold created under which, may be or become subject to the lien of this indenture, of any railroads or franchises, or any default whereby any trackage rights, or rights of use and operation at any time subject to this indenture, or any agreement under or in pursuance of which such rights have been acquired or are or may be enjoyed by the Railroad Company, may be terminated (otherwise than as aforesaid by some controlled company of the Railroad Company), if in either case the continuity of the main lines of railroad between the termini named in Section 2 of said Article Ten hereof shall be broken; and the Railroad Company in any event, so long as any of the First and Refunding Bonds remain outstanding, will maintain, in the manner set forth in Section 2 of said Article Ten hereof, a continuous railroad system between the termini in said Section 2 named. In case and whenever default, contrary to the terms of this covenant, shall be made in paying any sum stipulated to be paid in any such present or future lease, trackage contract or agreement, the Trustees, without affecting any of their rights hereunder, from time to time, in their discretion, may pay any sum so in default, and thereupon shall have, and forthwith may assert, a lien for such advances together with interest thereon at the rate of six per cent. per annum upon the trust estate and the proceeds thereof, which lien shall be entitled to priority in rank and to priority in payment from the trust estate over the First and Refunding Bonds.

SECTION 6. The Railroad Company will not permit the authentication and delivery of any additional bonds (other than bonds issued to replace bonds multilated, lost or destroyed, or to effect exchanges of coupon and registered bonds or transfers of registered bonds) under any mortgage or other instrument, other than the General Mortgage dated May 1, 1889 of Chicago, Milwaukee and St.Paul Railway Company, constituting a lien, prior to the lien of this indenture, upon any of the lines of railroad which are subject to this indenture, or any part thereof, nor, except as aforesaid, the authentication and delivery of any bond or obligation secured by lien prior to the lien of this indenture uponany lines of railroads which are hereafter acquired and subjected to the lien hereof after such lines of railroad shall have been so subject to the lien hereof, for any purpose, including the payment or retirement of the bonds now outstanding under any such mortgage or other instrument. The Railroad Company will not issue, sell, pledge or otherwise dispose of any bonds at the date of the delivery and execution of this indenture held by the Railroad Company in its treasury, issued under any mortgage or other instrument, other than said General Mortgage, constituting a lien prior to the lien of this indenture upon any of the lines of railroad which are subject to this indenture, or any part thereof. Nothing in this Section 6 or elsewhere in this indenture contained, however, shall prevent the issue, sale or pledge or other disposition at any time of any or all of the bonds authorized to be issued under said General Mortgage, whether or not the same are now outstanding, and the Railroad Company hereby expressly reserves the right to issue, sell or pledge any or all of said General Mortgage Bonds; provided that, in no event, shall there be outstanding at any one time more than the principal amount of said issue of bonds authorized to be issued under said General Mortgage, less all of such bonds refunded by the use of First and Refunding Bonds.

SECTION 7. The Railroad Company will not sanction the authentication and delivery of any additional bonds (other than bonds issued to replace bonds mutilated, lost or destroyed or to effect exchanged of coupon and registered bonds or transfers of registered bonds) under any mortgage or other instrument constituting a lien upon any lines of railroad included in a mortgaged lease, prior to the leasehold interest of the Railroad Company therein, nor, except as aforesaid, the authentication and delivery of any bond or obligation secured by lien upon any lines of railroad hereafter included in a mortgaged lease after such lines of railroad shall be so included in such mortgaged lease, or after such lease shall have become a mortgaged lease, prior to the leasehold interest of the Railroad Company therein, unless simultaneously there shall be made effective provision that such bonds shall forthwith upon the issue thereof be assigned to the Trustees on the trusts of this indenture and be delivered to the Corporate Trustee and made subject to all the trusts of this indenture. The Railroad Company will not issue, sell, pledge or otherwise dispose of any bonds at the date of the execution and delivery of this indenture held by the Railroad Company in its treasury, issued under any mortgage or other instrument constituting a lien upon lines of railroad included in a mortgaged lease prior to the leasehold interest of the Railroad Company therein, except to the Trustees hereunder upon the trusts of this indenture. Nothing in this Section 7 contained is intended or shall be construed to limit the right of the Railroad Company to procure the authentication and delivery of bonds or the payment of deposited moneys hereunder as provided in Article Two hereof in respect of the acquisition of bonds of a lessor company pledged hereunder pursuant to the provisions of this Section 7.

SECTION 8. Except in the cases in this indenture expressly authorized, the Railroad Company will not sanction or permit(a) any increase of the capital stock of any controlled company of the Railroad Company, or the issue of any additional shares of the capital stock of any such company, or (b) the issue of any bonds by any such company, or the creation of any other indebtedness by any such company, or the creation of any mortgage or other lien upon the railroad or railroad property of any such company, (except (1) current operating accounts for a period not at any date exceeding six months next preceding such date; (2) obligations issued for the purchase price of equipment secured by an instrument of trust, lease or conditional sale relating only to such equipment; (3) bonds or obligations issued pursuant to the provisions of Section 7 of Article Six hereof; (4) mortgages or other liens created to secure any bonds or obligations of the character specified in the foregoing subdivisions (2) and (3); or (5) instruments of further assurance or security required by mortgage, or deed of trust, upon some part of the property of such company), unless simultaneously there shall be made effective provision that 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) and all such indebtedness and the evidences thereof, and such bonds issued and such mortgage or other lien (unless it be a mortgage or a deed of trust to a trustee to secure bonds or other obligations to be pledged with or assigned to the Trustees hereunder), and any and all indebtedness secured by such mortgage or other lien, forthwith, upon the issue or creation thereof, shall be assigned to the Trustees on the trusts of this indenture, and be delivered to the Corporate Trustee, and be made subject to all the trusts of this indenture; and all such additional stock shall be fully paid and be non-assessable. If any such company shall issue any capital stock in additional to that now outstanding, or except as aforesaid, shall issue any bond or obligation or certificate of indebtedness, then the Railroad Company

will cause all such additional stock and all such bonds, obligations or certificates forthwith to be assigned to the Trustees, and will cause the certificates for such stock and such bonds, obligations or certificates to be delivered to the Corporate Trustee, to be held subject to the trusts of this indenture; and all such additional stock shall be fully paid and be non-assessable; and if any such company shall make default in the payment of any indebtedness incurred by it, then the Railroad Company promptly will acquire the same and will assign the same to the Trustees, or will cause the same to be paid, satisfied or discharged, or make adequate provision for the payment, satisfaction or discharge thereof.

The Railroad Company will not issue, sell, pledge or otherwise dispose of any bonds of any controlled company of the Railroad Company which at the date of the execution and delivery of this indenture shall be held by the Railroad Company in its treasury, except to the Trustees hereunder upon the trusts of this indenture.

Subject to the provisions of Section 13 of this Article Five, any and all shares of the capital stock of any controlled company of the Railroad Company which the Railroad Company hereafter may acquire shall on the acquisition thereof by the Railroad Company forthwith be and become subject to this indenture.

Nothing in this Section 8 contained is intended or shall be construed to limit the right of the Railroad Company to procure the authentication and delivery of bonds or the payment of deposited moneys hereunder, as provided in Article Two hereof, in respect of the acquisition of shares of stock, bonds or other indebtedness pledged or assigned hereunder pursuant to the provisions of this Section 8.

SECTION 9. Except as otherwise by this indenture expressly authorized, the Railroad Company will not create, or suffer to be created, any debt, lien or charge (except equipment obligations issued for the purchase price of rolling stock and equipment, secured by an instrument of trust, lease or conditional sale relating only to such rolling stock and equipment, or instruments of further assurance or security that may be required by the terms of some mortgage or deed of trust or other instrument then a lien on some part of the trust estate in priority to this indenture) which would be prior to the lien of this indenture upon the trust estate, 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 to satisfy and discharge, all lawful claims and demands of mechanics, laborers and others which, if unpaid, might by law be entitled to precedence over this indenture as alien or charge upon the trust estate or some part thereof, or the income thereof; provided that the Railroad Company shall not be required to pay any such debt, lien or charge so long as it shall, in good faith, by appropriate legal proceedings, contest the validity thereof or the amount thereof unless thereby, in the judgment of the Corporate Trustee, the security afforded by this indenture will be materially impaired or endangered.

SECTION 10. The Railroad Company from time to time will pay and discharge, or cause to be paid and discharged, all taxes, assessments and governmental charges (the lien whereof would be prior to the lien hereof) lawfully imposed upon the trust estate or upon any part thereof, or upon the income and profits thereof, and also all taxes, assessments and governmental charges lawfully imposed upon the lien or interest of the Trustees, or either of them, in respect of the trust estate or the income thereof, so that the lien and priority of this indenture shall be fully preserved at the cost of the Railroad Company without expense to the Trustees or the bondholders; and if any controlled company of

the Railroad Company shall fail to pay any and all such taxes, assessments and charges lawfully imposed upon the property of such controlled company, or upon the income and profits thereof, or if any lessor company of the Railroad Company shall fail to pay any and all such taxes, assessments and charges lawfully imposed upon the property of such lessor company included in a mortgaged lease or upon the income and profits thereof, then the Railroad Company will pay the same or will make adequate provision for the satisfaction or discharge thereof; provided, however, that the Railroad Company shall not be required to pay any such taxes, assessments or governmental charges so long as, in good faith, the validity thereof or the amount thereof shall be contested by appropriate legal proceedings, unless thereby, in the judgment of the Corporate Trustee, the Security afforded by this indenture will be materially impaired or endangered.

SECTION 11. Exclusively for the benefit of the holders of the First and Refunding Bonds and the appurtenant coupons, the Railroad Company will pay, or cause to be paid, the interest on every bond or obligation, not part of the trust estate, constituting a direct lien prior to this indenture, or secured directly prior to this indenture, upon any part of the trust estate, or upon any property of a lessor company included in a mortgaged lease prior to the leasehold interest of the Railroad Company therein, or upon any property of a controlled company of the Railroad Company, as and when such interest shall become payable; and, when due, it will pay the principal of all said bonds and obligations, or cause the same to be taken up and pledged or assigned under this indenture, subject, however, to the right of the Railroad Company to extend, or to cause or permit to be extended, the time for the payment of the principal of said bonds and obligations as hereinafter in this Section 11 provided.

The Railroad Company hereby expressly reserves the right to extend, or to cause or permit to be extended, from time to time, the time for the payment of the principal of any of such bonds or obligations, for such period or periods, at such rate or rates of interest, and on such other terms, as the Board of Directors of the Railroad Company may from time to time determine or approve.

SECTION 12. Subject to the provisions of Article Ten hereof, the Railroad Company shall and will diligently preserve all the rights and franchises to it granted and upon it conferred, and shall and will, at all times, maintain, preserve and keep the same and every thereof, and will, at all times, maintain, preserve and keep the rolling stock, fixtures and appurtenances subject to this indenture, and every part and parcel thereof, in good repair, working order and condition, and will, at all times, keep the railroads, premises and estate subject to this indenture supplied with all necessary motive power, rolling stock and equipment, and shall and will, from time to time, thereto make all needful and proper repairs, renewals and replacements, useful and proper alterations, additions, betterments and improvements. The Railroad Company will at all times preserve, extend and renew its corporate existence for all the purposes of this indenture. Every of the controlled companies of the Railroad Company shall (and the Railroad Company so covenants) diligently preserve all the rights and franchises to it granted or on it conferred, and at all times maintain and keep the same, and at all times keep its property in good repair, working order and condition and adequately equipped for operation, and will thereto make all proper repairs, renewals and replacements, additions, betterments and improvements. The Railroad Company will at all times take such action as from time to time may be necessary to preserve, extend and renew the corporate existence of every of the controlled companies of the Railroad Company.

SECTION 13. The Railroad Company covenants and agrees that it will not pledge or assign under this indenture or subject to the lien hereof, shares of stock or bonds or other obligations, other than mortgage bonds, voluntarily by indenture or indentures supplemental hereto, executed as provided in Article Three hereof, or otherwise, and the Trustees shall not accept any such pledge or assignment, if thereupon more than one-third of the total value, evidenced to the Corporate Trustee as hereinbefore provided, of the security subject to the lien of this indenture would consist of shares of stock and bonds and other obligations, other than mortgage bonds.

SECTION 14. Except in the cases in this indenture expressly authorized, the Railroad Company will not sanction or permit any controlled company of the Railroad Company to sell, or otherwise to dispose of, its railroad, or any part thereof, except to the Railroad Company, or to some other controlled company of the Railroad Company.

Except in the cases in this indenture expressly authorized, the Railroad Company will not sanction or permit any controlled company of the Railroad Company to lease its railroad property, or any part thereof, except to the Railroad Company, or to some controlled company of the Railroad Company, unless such lease be upon the condition that it shall terminate at the election of the Trustees by entry or otherwise, in case of the happening of some one or more of the events of default specified in Section 2 of Article Seven hereof, and in case of a sale of the property subject to this indenture in enforcement of this indenture, at the election of the purchaser.

SECTION 15. The Railroad Company will not procure the authentication and delivery of First and Refunding Bonds hereunder or the payment of deposited moneys held by the Corporate Trustee in any manner other than in accordance with the provisions of this indenture and the agreements in that behalf herein contained.

SECTION 16. In case of the authentication of First and Refunding Bonds or the payment of deposited moneys, under any provision of this indenture, for any of the purposes specified in Clause VII of Section 2 of Article Two hereof, the Railroad Company will pay to the Corporate Trustee, on or before the 31st day of December next following such authentication or payment, and on or before the 31st day of December in each year thereafter, for a period of nineteen years, an amount in cash at least equal to five per cent, of the principal amount of bonds so authenticated or of the deposited moneys so paid; so that such payments to the Corporate Trustee shall within a period of twenty years after such authentication or payment equal the principal amount of bonds so authenticated or the amount of deposited moneys so paid. Any such payment may be anticipated in whole or in part.

Any moneys received by the Corporate Trustee pursuant to this Section 16 may from time to time at the election of the Railroad Company, if no event of default shall have happened and be continuing,

(a) be paid over by the Corporate Trustee to the Railroad Company to reimburse expenditures not otherwise reimbursed made after June 1, 1925, for any of the purposes for which First and Refunding Bonds may be authenticated and delivered under Section 2 of Article Two hereof; such payments to be made only in accordance with the applicable provisions of Sections 3 and 4 of Article Two hereof and subject to all the conditions and restrictions of said Sections 3 and 4; or

(b) be applied by the Corporate Trustee from time to time at the written request of the Railroad Company to the redemption of First and Refunding Bonds by purchase thereof in the open market at not exceeding par (exclusive of current

interest accrued at the time of purchase which the Railroad Company shall provide); any bonds so purchased, together with the appurtenant coupons, forthwith to be cancelled, and, on its written demand, delivered to the Railroad Company or cremated.

SECTION 17. Any and all claims and indebtedness which the Railroad Company now has or hereafter may acquire against any controlled company or lessor company of the Railroad Company shall, on the acquisition thereof by the Railroad Company (subject to the provisions in respect thereof in this indenture contained), be and become subject to this indenture, and, upon the happening of any of the events described in Clauses A, B and C of Section 3 of Article Six of this indenture, the Railroad Company, on the written request of the Corporate Trustee, will execute to the Trustees appropriate assignments thereof.

SECTION 18. At all times the Railroad Company will keep on its books a separate list of locomotives, tenders cars and other equipment upon which, or any interest in which, this indenture is a lien, and prior to January 1, 1929, it will furnish to the Corporate Trustee a complete list of all such locomotives, tenders, cars and other equipment on which this indenture shall then be a lien, and thereafter it will annually prior to every January 1, and at such additional times as the Corporate Trustee may request, furnish to the Corporate Trustee a corrected list thereof, so as to enable the Corporate Trustee at all times to identify the locomotives, tenders, cars and other equipment upon which, or any interest in which, this indenture is a lien.

SECTION 19. At all times the Railroad Company will keep and maintain in good order and condition, reasonable wear and tear excepted, all locomotives, tenders, cars and other equipment upon which this indenture shall at the time be a lien. Whenever, after January 1, 1929, any locomotives, tenders, cars or other equipment

(1) upon which this indenture is on said date a lien, or

(2) in respect of which First and Refunding Bonds shall have been authenticated and delivered or deposited moneys paid under this indenture, or

(3) which shall be subjected to the lien hereof as hereinafter provided in replacement of the equipment referred to in the foregoing items (1) and (2)

shall be worn out or be destroyed, the Railroad Company will cause the same to be replaced by other equipment of a value equal to the value, determined as hereinafter provided, of the equipment so worn out or destroyed, or may deposit in cash with the Corporate Trustee hereunder such value, which shall be repaid, however, on the order of the Railroad Company against evidence satisfactory to the Corporate Trustee of such replacement.

For the purposes of this Section 19, the value of any equipment so worn out or destroyed, shall be deemed to be,

(a) in case of equipment subject to the lien hereof on January 1, 1929, the depreciated book value of such equipment as of January 1, 1929, less any equipment obligations outstanding on said date in respect of such equipment, or

(b) in case of equipment in respect of which First and Refunding Bonds shall have been authenticated and delivered or deposited moneys paid under this indenture, the principal amount of such First and Refunding Bonds so authenticated and delivered or of such deposited moneys so paid in respect of such equipment, less the amount of sinking fund payments made in respect of such equipment pursuant to the provisions of this indenture, or

(c) in case of equipment subjected to the lien hereof in replacement of equip-

ment retired, the depreciated book value of such equipment at the date such equipment was subjected to the lien of this indenture, less the sinking fund payments, if any, made since such date in respect of the original equipment replaced thereby.

For the purpose of this Section 19 the value of any equipment utilized in replacing any equipment so worn out or destroyed shall be deemed to be the depreciated book value of the equipment so utilized at the time it is subjected to the lien of this indenture. In making replacements under this Section 19 the Railroad Company shall not be entitled to utilize any equipment in respect of the acquisition or construction whereof First and Refunding Bonds shall have been authenticated and delivered or deposited moneys paid under this indenture, or any equipment which shall have been purchased under an equipment trust; nor shall the Railroad Company be entitled to procure the authentication and delivery of First and Refunding Bonds or the payment of deposited moneys under this indenture in respect of any equipment so utilized to make replacements under this Section 19. The Corporate Trustee may accept, as conclusive evidence of the value of the retired equipment and of the equipment acquired to replace the retired equipment and of the fact of the replacement, a certificate stating such value or such fact signed by the President and by the Comptroller of the Railroad Company.

SECTION 20. The Railroad Company shall and will, at all times, keep insured its rolling stock, tools and machinery, its buildings and all other structures erected or to be erected on the mortgaged premises, and all other property provided for use in connection with the railroads and premises at any time subject to the lien of this indenture, and all such property of any lessor company of the Railroad Company included in a mortgaged lease, usually insured by railroad companies, and in the same manner and to the same extent; and every of the controlled companies of the Railroad Company shall and will keep insured the property of such company usually insured by companies of like character, and in the same manner and to the same extent.

SECTION 21. The Railroad Company will in every annual report of its operations and affairs, made by it to its stockholders, state in detail all of the stocks, bonds and other securities of the Railroad Company sold by the Railroad Company during the period covered by such annual report, and the net amounts in each case realized from every such sale.

SECTION 22. The income statement and balance sheet of the Railroad Company for any fiscal year beginning after december 31, 1927, and the accounts of the Railroad Company, as may be directed by the Corporate Trustees under this indenture, the Fifty Year Mortgage and the Adjustment Mortgage, or a majority of them, shall, if said Corporate Trustees, or a majority of them, shall in writing so request prior to April 1 next succeeding the expiration of such fiscal year, be audited, at the expense of the Railroad Company, by certified public accountants or members of the American Institute of Accountants selected by such Corporate Trustees, or a majority of them, and such accountants shall report thereon and on the Railroad Company's financial condition, in such detail as such Corporate Trustees, or a majority of them, may request, and every audit and report of such accountants shall within ten days after the making thereof be filed in quadruplicate, an original counterpart with each of said Corporate Trustees and an original counterpart with the Railroad Company, the counterpart so filed with any Corporate Trustee to be open to inspection by any holder of any bond issued under the mortgage of which such Corporate Trustee shall be trustee. In case such Corporate Trustee, or a majority of them, shall be unable to agree upon the action to be taken pursuant to this Section 22, or in case either the Fifty Year Mortgage or the Adjustment Mortgage shall at the time be discharged, then in any such case all action to be taken pursuant to this Section 22, shall be taken at the direction of the Corporate Trustee under this indenture.

SECTION 23. The Corporate Trustees under this indenture, the Fifty Year Mortgage and the Adjustment Mortgage, or a majority of them, may at any time and from time to time appoint an expert in railroading to examine, at the expense of the Railroad Company, the physical condition of the lines of railroad and equipment embraced in the system of the Railroad Company including the lines of railroad and equipment of controlled companies of the Railroad Company and leased or operated lines of railroad and equipment, and otherwise as said Corporate Trustees, or a majority of them, may direct and in such detail as said Corporate Trustees, or a majority of them, may require, and to report thereon and on the methods of operation thereof and otherwise as said Corporate Trustees, or a majority of them, may request, and the Railroad Company will in every way facilitate examination by such expert and will furnish such expert such information as such expert may deem requisite for the purposes of such examination or of his report, or in connection therewith, and will permit such expert for the purposes aforesaid to examine the books and accounts of the Railroad Company so far as such expert may deem requisite and generally will do whatever may be necessary to enable such expert to report fully on the matters as to which such expert may be retained; and every report of such expert shall within ten days after the making thereof be filed in quadruplicate, an original counterpart with each of said Corporate Trustees and an original counterpart with the Railroad Company, the counterpart so filed with any Corporate Trustee to be open to inspection by any holder of any bond issued under the mortgage of which such Corporate Trustee shall be trustee. In case such Corporate Trustees, or a majority of them, shall be unable to agree upon the action to be taken pursuant to this Section 23, or in case either the Fifty Year Mortgage or the Adjustment Mortgage shall at the time be discharged, then in any such case all action to be taken pursuant to this Section 23, shall be taken at the direction of the Corporate Trustee under this indenture.

SECTION 24. In case the Railroad Company shall hereafter create any mortgage or deed of trust upon the property subject to the lien of this indenture or any part thereof, such mortgage or deed of trust shall be, and shall be expressed to be, subject to the prior lien of this indenture for the security of all First and Refunding Bonds then outstanding or thereafter to be issued under this indenture within any limitation of amount then fixed or thereafter to be limited as in this indenture provided.

SECTION 25. The Railroad Company will deliver to the Corporate Trustee, in each case as soon as practicable after the execution thereof, a copy of the Fifty Year Mortgage and of every indenture supplemental thereto, certified by the Corporate Trustee thereunder or by the Railroad Company and a copy of the Adjustment Mortgage and of every indenture supplemental thereto, certified by the Corporate Trustee thereunder or by the Railroad Company, and the Corporate Trustee shall be fully protected in relying upon the copies so certified.

ARTICLE SIX

Control of Stocks and Bonds

SECTION 1. When and as any of the bonds or obligations or the certificates for any of the shares of stock which the Railroad Company has by this indenture assigned or agreed to assign and transfer to the Trustees shall come into the possession of the Railroad Company or under its control, the Railroad Company, subject to the obligation, if any, to deliver the same to the trustee

or trustees under any indenture constituting a prior lien thereon, forthwith shall deliver the same to the Corporate Trustee, together with proper instruments of assignment and transfer thereof in blank.

The Railroad Company hereby authorizes and directs the trustee or trustees under each and every mortgage or deed of trust or other instrument constituting a lien prior to the lien of this indenture upon the trust estate or any part thereof, upon payment of the mortgage bonds or other obligations issued thereunder and thereby secured, or upon the earlier satisfaction of such mortgage or deed of trust or other instrument, as the case may be, to deliver (subject to the obligation of the Railroad Company, if any, to cause the same to be pledged or assigned under any mortgage or deed of trust or other instrument constituting a lien thereon prior to this indenture) to the Corporate Trustee under this indenture the bonds or obligations or the certificates for any shares of stock specifically assigned to the Trustees by the Granting Clauses of this indenture or by the terms hereof becoming subject to the lien of this indenture, which by any such mortgage, deed of trust or other instrument are pledged or assigned as security for bonds or obligations issued thereunder.

SECTION 2. The Corporate Trustee is authorized, in its discretion, to cause to be registered in its name, as trustee, any and all coupon bonds which the Trustees shall receive as security under any of the provisions of this indenture, or it may cause the same to be exchanged for registered bonds without coupons, of any denomination. The Trustees shall cause to be transferred into the name of the Corporate Trustee, as trustee hereunder, all registered bonds which they shall receive as security on the trusts hereof. At any time the Trustees or the Corporate Trustee may transfer into the name of the Corporate Trustee, as trustee hereunder, all or any shares of stock, the certificates for which shall have been delivered to the Trustees; or in the discretion of the Corporate Trustee, the Trustees may hold such certificates in the name of the registered holder thereof at the time of such pledge, or in the name of the Railroad Company, or in the name of a nominee of the Corporate Trustee, provided that the same be endorsed in blank for transfer, or be accompanied by proper instruments of assignment in blank duly executed by such registered holder. The Corporate Trustee shall be under no obligation to accept a certificate for any share of stock, or to cause or permit a transfer thereof to be made to it, or to cause or permit an assignment to it of any bond or other obligation, if in the opinion of the Corporate Trustee such acceptance or transfer will involve, or render it liable to be subjected to, any liability or expense.

The Trustees may do whatever may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of any company, stock of which shall be pledged or assigned hereunder, and for any such purpose, from time to time, 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, any such company. Whenever the Railroad Company shall in writing so request, stating in such request that the Railroad Company has no shares for that purpose under its control other than shares held under this indenture, the Corporate Trustee, if no event of default shall have happened and be continuing, at the cost and expense of the Railroad Company, shall assign and transfer to persons designated by the Railroad Company, a sufficient number of the shares which then shall be held hereunder, to qualify such persons to act as directors of, or in any official relation to, the several companies which issued such shares.

SECTION 3. Unless and until

A. the Trustees shall, under the powers in this indenture granted, have entered into possession of the lines of railroad or some of them constituting part of the trust estate; or

B. there shall be a default in the payment of some instalment of interest on some First and Refunding Bond at the time outstanding; or

C. some one of the events of default specified in subdivisions (b), (c), (d), (e), (f), (g) or (h) of Section 2 of Article Seven hereof shall happen:

(a) the Trustees shall not (except with the assent of the Railroad Company or as otherwise authorized by this indenture), whether at, or before, or after the maturity thereof, be entitled to enforce the collection of the principal or interest of any bonds or obligations or of any other claims or indebtedness subject to this indenture, and shall not enforce any provisions of the mortgages, trust deeds or other instruments under which such bonds or other obligations 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 or obligations and in respect of other claims in its favor or indebtedness to it, and the dividends out of current earnings and income paid in money on all shares of stock which shall be subject to this indenture, although the same may have been transferred into the name of the Corporate Trustee or of its nominee;

(c) from time to time (subject to the covenants in respect thereof in this Section 3 contained), upon the written request of the Railroad Company, the Corporate Trustee shall deliver to the Railroad Company any coupons for such interest then in its possession (except coupons belonging to bonds of any issue secured by direct lien prior to the lien of this indenture, upon any of the railroads or other property of any character constituting part of the trust estate, which shall be cancelled before delivery to the Railroad Company), in order that the Railroad Company may receive payment thereof for its own use or may cause the same to be cancelled; and on like request 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 of such 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 shall upon demand pay over to the Railroad Company any such interest and dividends which may be collected or be received by the Corporate Trustee; and

(d) the Railroad Company, for its own use, shall be entitled to demand and receive and (but not by any proceeding which the Corporate Trustee shall deem prejudicial to the trusts hereunder), to collect, andmay release and discharge, the principal and interest of any claims in its favor or indebtedness to it subjected to the lien of this indenture under Section 17 of Article Five hereof, and upon the written request of the Railroad Company the Trustees shall execute any reassignments or releases which may be required for that purpose;

PROVIDED, HOWEVER, and hereby it is declared and agreed that, except as in this indenture otherwise expressly provided,

(1) the Railroad Company shall not be entitled to receive, and the Trustees shall

not pay over to the Railroad Company, the principal of any bond or obligation, claim or indebtedness, subject to this indenture, other than a claim or indebtedness subject to the lien of this indenture under Section 17 of Article Five hereof, which the Railroad Company shall be entitled under the provisions of the last preceding paragraph (d) to demand and receive or to collect;

(2) the Railroad Company shall not be entitled to receive, and the Trustees shall not pay over, any interest on any of the bonds, obligations, claims or indebtedness, subject to this indenture, or the dividends on any shares of stock subject to this indenture, which shall have been collected or paid out of the proceeds of any sale or condemnation or expropriation of the property covered by a mortgage securing such bonds or obligations, or, in case of a dissolution or liquidation (complete or partial) of such company, out of the proceeds of the sale of any other property of the company liable upon such bonds, obligations, claims or indebtedness or the stock of which shall be subject to this indenture; it being the intention that the Railroad Company shall be entitled to receive only payments made out of the rents, revenues, income or proceeds of current operation of such properties;

(3) the Railroad Company shall not sell, assign or transfer any such coupon or right to interest or dividends, delivered or assigned to it, or any other such claim or indebtedness;

(4) the Railroad Company shall not collect any such coupons or interest, or any such other claims or indebtedness, or any such dividends, by legal proceedings or by enforcement of any security therefor, except with the written assent of the Corporate Trustee, nor in any manner which the Corporate Trustee shall deem prejudicial to the trusts hereunder; and

(5) until actually paid, released or discharged, every such coupon or right to interest or dividends, and all such other claims and indebtedness, shall remain subject to this indenture.

The Trustees shall be entitled to assume that any interest received by the Corporate Trustee on any bond or other obligation, claim or indebtedness, or any dividend received in money on any shares of stock, is paid out of rents, revenues, income or proceeds of current operation, until the Corporate Trustee shall be notified in writing to the contrary; and, in the absence of such written notification, it shall be presumed, as between the Trustees and the bondholders, that the Corporate Trustee, in making any payment thereof to the Railroad Company, acted in good faith.

If any such coupons, or if any evidence of any such claim or indebtedness, delivered to the Railroad Company, shall not, as aforesaid, forthwith be paid or cancelled, 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, upon demand of the Corporate Trustee, furnish satisfactory evidence of the cancellation and extinguishment thereof.

SECTION 4. All stock dividends upon shares of stock subject to this indenture, unless required to be delivered to and received by the trustee under some mortgage or other instrument of trust or security, prior to the lien of this indenture, shall be received by the Corporate Trustee and held as part of the trust estate.

Any sum which shall be paid on account of the principal of any bonds or other obligations or indebtedness subject to this indenture, or which shall be paid out of the proceeds of the sale of property covered by a mortgage or deed of trust securing such bonds or obligations, on account of the principal of, or the interest on, any of the

the bonds or obligations subject to this indenture, or, in case of the dissolution or liquidation (complete or partial) of any company, on account of the principal of, or the interest on, any bonds or obligations of such company subject to this indenture or upon shares of stock of such company subject to this indenture, unless required to be paid to and received by the trustee under some mortgage or other instrument of trust or security prior to the lien of this indenture, or unless applied on account of the purchase price of the property covered by such mortgage or deed of trust, or owned by such company, if such property be purchased pursuant to Section 6 of this Article Six, shall be received by the Corporate Trustee, and, if no event of default shall have happened and be continuing, shall be applied at the request of the Railroad Company, in the same manner as is provided in Section 16 of Article Five of this indenture in respect of moneys received by the Corporate Trustee pursuant to the provisions of said Section 16 of Article Five.

SECTION 5. Unless and until some one or more of the events specified in Clauses A, B or C of Section 3 of this Article Six shall have happened, the Railroad Company shall have the right to vote for all purposes not contrary to its covenants herein contained or otherwise 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, upon all shares of stock subject to this indenture, other than shares of stock of any company which shall be in default in the payment of the principal or interest of any bond or obligation secured by mortgage or other instrument on its property or some part thereof and not held by the Railroad Company, or of any company of which, or of the property of which, a receiver shall have been appointed; and, from time to time, upon demand in writing of the Railroad Company signed by its President and specifying the purpose or purposes for which such proxies are to be used and certifying that the company, as to the shares of stock of which proxies are requested, is not in default in the payment of the principal or interest of any bond or obligation secured by mortgage or other instrument on its property or some part thereof and not held by the Railroad Company, and further certifying that no receiver has been appointed of such company or its property, the Corporate Trustee forthwith shall make and deliver or shall cause to be made and delivered to the Railroad Company or to its nominees, suitable powers of attorney or proxies to vote upon any shares of stock, other than as aforesaid, which shall have been transferred to the Corporate Trustee or its nominees. Such powers of attorney and proxies shall specify as the purpose or purposes for which the same may be used, the purpose or purposes expressed in such request. The Trustees shall be fully protected and shall incur no liability in executing and delivering or causing to be executed and delivered any such powers of attorneys or proxies upon the receipt of opinion of counsel who may be of counsel to the Railroad Company that such purpose or purposes is or are within the purposes and powers authorized by this indenture and not contrary to any of the covenants of the Railroad Company herein contained.

Subject only to the actual exercise by the Railroad Company of rights in respect thereof conferred by this indenture, the Corporate Trustee shall have, and may exercise, all the rights of owner in respect of any bonds, obligations or stock or certificates of interest therein, held by the Trustees under this indenture or in any manner whatsoever on the trusts hereof.

SECTION 6. In case default shall be made

(a) in the payment of the principal of, or interest on, or in the due obser-

vance or performance of any covenant contained in, any of the bonds or obligations, which shall have been delivered to, and shall at the time be held by, the Trustees, or either of them, under this indenture, or in the due observance and performance of the covenants contained in any mortgage or deed of trust or trust agreement, if any, securing the same; or

(b) in the payment of the principal of, or interest on, or in the due observance or performance of any covenant contained in, any bonds or obligations then secured by the same mortgage or deed of trust or trust agreement as may secure or purport to secure bonds or obligations then held by the Trustees, or either of them,

then, and in any such case, the Corporate Trustee, without prejudice to the right of the Trustees to claim a default under this indenture or to assert any right consequent upon such default, shall, on the written request of the Railroad Company, if no event of default shall have happened and be continuing, and may, without such request, if an event of default shall have happened and be continuing, exercise any rights under, or cause proper proceedings to be instituted and prosecuted in some court of competent jurisdiction to foreclose, the mortgage or trust agreement, or trust or charge, by which such bonds or other obligations in default are secured, or otherwise enforce such rights.

In case

(c) at any time any company, shares of the capital stock of which shall be subject to this indenture, shall be dissolved or liquidated; or

(d) all or any of the property of any such company shall be sold at any judicial or other sale; or

(e) any property, covered by a mortgage securing any bonds subject to this indenture, or subject to any charge or trust for the payment of obligations subject to this indenture, shall be sold upon foreclosure of such mortgage, or in 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 Trustees hereunder, any sum accruing or to be received thereon out of the proceeds of such property, and by paying not more than ten percent. of the price of such property in cash (or more than ten per cent., if the Railroad Company or the holders of a majority in principal amount of the First and Refunding Bonds at the time outstanding shall so request), the Corporate Trustee in its discretion may, and, if requested in writing by the Railroad Company, or by the holders of a majority in principal amount of the First and Refunding Bonds at the time outstanding, and if previously provided with the amount of cash necessary therefor (whether such amount be more or less than ten per cent. of the price of such property) in every case, shall, provided such purchase can be effected, purchase, or cause to be purchased, such property on behalf of the Trustees, either in the name of the Corporate Trustee or by purchasing trustees, as the Corporate Trustee may determine, and shall 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 Corporate Trustee shall take such steps as it may deem proper to cause such property to be vested, either in the Railroad Company subject to this indenture, or in some corporation organized or to be organized with power to acquire and manage such property, provided in that event that all the bonds and other indebtedness and capital stock thereof (excepting the number of shares required to qualify directors) shall be received by the Corporate Trustee and shall be held subject to this indenture.

The Corporate Trustee, with the consent of the Railroad Company, at any time may vote upon any shares of stock that shall be held by the Trustees hereunder, and the Corporate Trustee may take such other action as the Corporate Trustee in its discretion shall deem advisable, to protect the interests of the Trustees and the interests of the holders of the First and Refunding Bonds in respect of any bonds, obligations or stock subject to the lien hereof; and, with such consent of the Railroad Company, the Corporate Trustee may join in any plan of reorganization or readjustment in respect of any such bonds, obligations or stocks and may accept new securities issued in exchange therefor under such plan. The Corporate Trustee, with the consent of the Railroad Company, may consent to, or join in, any action by the trustee or trustees of any prior mortgage under which bonds, obligations or stock assigned hereunder shall be pledged, which the Trustees by the terms of this Article Six would be authorized themselves to take if such bonds, obligations or stock were pledged with the Trustees hereunder. In case an event of default shall have happened and be continuing, the Corporate Trustee 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 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 6, including all sums required to obtain and perfect the ownership of and title to any property which the Trustees or the Corporate Trustee shall purchase or shall cause or authorize to be purchased, either at the request of the Railroad Company, or without such request, where not more than ten per cent. of the price of such prpperty shall be required to be paid in cash; and in any case without impairment of, or prejudice to, any of its rights hereunder by reason of any default of the Railroad Company, the Corporate Trustee, in its discretion, may advance all such expenses and other moneys required, or may procure such advances to be made by others, and for such advances made by the Corporate Trustee, or by others, at its request, with interest thereon at the rate of six per cent. per annum, the Corporate Trustee shall have a lien under this indenture preferentially to the First and Refunding Bonds upon the trust estate.

In case the Trustees 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 Trustees shall receive any portion of the proceeds of the sale apportionable to the securities by them held hereunder, and, if no event of default shall have happened and be continuing, such proceeds shall be applied at the request of the Railroad Company, in the same manner as is provided in Section 16 of Article Five of this idenfure in respect of moneys received by the Corporate Trustee pursuant to the provisions of said Section 16 of Article Five.

SECTION 7. Nothing herein contained shall prevent

(1) the renewal or extension, on any terms, of any bond or obligation secured by mortgage upon the property of any controlled company of the Railroad Company; or

(2) the issue, in place of and in substitution for any such bonds or obligations, of other bonds or obligations for not greater principal amounts, bearing any rate of interest, and secured by mortgage or lien which shall embrace substantially the same property as is embraced by the mortgage or other lien securing such bonds or obligations; or

(3) the creation by any controlled company of the Railroad Company of any mortgage or other lien on the properties of such controlled company or any part

thereof to secure any bonds or obligations issued by such controlled company in accordance with any of the foregoing subdivisions of this Section 7;

PROVIDED, HOWEVER,

(a) that 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 subject to this indenture to the same extent, and shall be lodged and held in the same manner as theretofore; and

(b) that in case any bonds or obligations subject to this indenture shall be exchanged for bonds or obligations substituted as aforesaid, the substituted bonds or obligations shall ipso facto and forthwith become subject to this indenture to the same extent, and shall be lodged and held in the same manner as those for which they are substituted.

At any time the Corporate Trustee may in its discretion, and, if requested in writing by the Railroad Company and furnished with an opinion of the General Counsel of the Railroad Company that any such renewal, extension, substitution or issue or the creation of any such mortgage or other lien, is in compliance with the provisions of this Section 7, shall, by an instrument in writing executed by it, consent to any such renewal, extension, substitution or issue, or to the creation of any such mortgage or other lien, and such consent shall be conclusive as against the Trustees and all holders of First and Refunding Bonds. The Corporate Trustee may receive said opinion of counsel as conclusive evidence that any such renewal, extension, substitution or issue, or the creation of any such mortgage or other lien, is in compliance with the provisions of this Section 7.

SECTION 8. Anything in this indenture contained to the contrary notwithstanding, any controlled company of the Railroad Company may be consolidated with or merged into, or all of its property may be sold as an entirety to, any other controlled company of the Railroad Company or with or into or to any other corporation, provided that upon the consummation of any such consolidation or merger or sale, the company formed by such consolidation, or into which such merger shall be made, or to which such sale shall be made, shall become and be a controlled company of the Railroad Company as hereinbefore defined.

Upon any consolidation, merger or sale, pursuant to this Section 8, the Corporate Trustee may, if requested so to do by resolution of the Board of Directors of the Railroad Company, cancel and surrender to or on the order of the Railroad Company any bonds or obligations at the time pledged hereunder, issued by, or secured by lien on the property of, any controlled company or controlled companies of the Railroad Company, parties of such consolidation, merger or sale, in exchange for at least as great an aggregate principal amount of bonds or obligations of the corporation resulting from such consolidation or merger, or to which such sale shall be made;

PROVIDED, HOWEVER,

(a) that the bonds or obligations so received by the Corporate Trustee in exchange shall be secured by lien on substantially all property securing any of the bonds or obligations so surrendered;

(b) that the aggregate amount of bonds or obligations not pledged hereunder, secured by lien on such property, or any thereof, in priority to, or on a parity with, the bonds or obligations secured by lien on such property, or any thereof, and pledged hereunder, shall not be increased by reason of, or as a result of, such exchange.

Any company, other than a controlled company, shares of the capital stock of which shall be pledged or assigned hereunder, may also be merged into, or consolidated with, or all of its property may, as an entirety, be sold to, or leased to, any other corporation;

PROVIDED, HOWEVER,

(a) that, in any case, the value of the security afforded by this indenture shall not be, in any way, impaired or prejudiced thereby; and

(b) that the whole consideration payable, distributable or deliverable on account of the stock pledged or assigned hereunder shall be subject to this indenture, and pledged or assigned hereunder, in like manner as the stock so pledged or assigned.

The capital stock of any company, any of whose stock shall be pledged or assigned hereunder (whether more or less than ninety per cent. thereof) may, for the purpose of carrying out any transaction permitted by the foregoing provisions of this Section 8, and as a part of, or in contemplation of, such transaction, be increased to the extent necessary therefor.

Any controlled company of the Railroad Company may be consolidated with, or merged into, or all of its property or any part thereof conveyed to, the Railroad Company. The property of any controlled company so consolidated with, or merged into, the Railroad Company, or, as the case may be, any property so conveyed to the Railroad Company, shall, forthwith upon such consolidation, merger or conveyance, and subject to existing liens thereon, become and be subject to the lien of this indenture as fully and completely as though now owned by the Railroad Company and described in the Granting Clauses hereof, and the Railroad Company, or, as the case may be, the corporation resulting from such consolidation, shall execute and deliver to the Trustees a supplemental indenture or supplemental indentures conveying, assigning and transferring such property to the Trustees, on the trusts of this indenture.

The Corporate Trustee may vote upon any of the stock deposited with it and may do any and all things proper to carry into effect the purposes of this Section 8 and, in order to facilitate any such merger or consolidation or other authorized transaction, the Corporate Trustee may make or permit any necessary exchange, cancellation, substitution or surrender of securities, or may transfer, in whole or in part, into the name of the Railroad Company or its nominee or nominees, under such restrictions as it may deem sufficient for the protection of the holders of the First and Refunding Bonds, the shares of stock of any company about to be merged or consolidated, which then stand in the name of the Corporate Trustee or its nominee.

Nothing in this Section 8 contained shall be deemed to limit, modify or restrict any right, power or discretion conferred on the Trustees or either of them under any other provision of this indenture. Except as herein otherwise expressly provided, the Trustees shall be fully protected in taking any action pursuant to this Section 8 upon receipt of

(a) a copy, certified by the Secretary of the Railroad Company under its corporate seal, of a resolution of the Board of Directors of the Railroad Company requesting such action;

(b) a certificate signed by the President and by the Comptroller of the Railroad Company stating such facts as may be pertinent to the right of the Trustees to take such action; and

(c) the opinion of the General Counsel of the Railroad Company that the action

requested is authorized under the provisions of this Section 8.

SECTION 9. Anything in this indenture contained to the contrary notwithstanding, the Railroad Company, unless and until some one or more of the events specified in Clauses A, B or C of Section 3 of this Article Six shall have happened, shall have the right by written request delivered to the Corporate Trustee, to require the cancellation of

(a) any bonds or obligations secured on lines of railroad or other property vested in the Railroad Company and subject to this indenture as a direct lien, the entire issue of which (other than bonds which shall have been paid and cancelled or for the payment of which provision satisfactory to the Corporate Trustee shall have been made) shall be held by the Trustee as part of the trust estate, provided that no lien prior to the lien of this indenture and junior to the mortgage, lien or other charge securing such bonds or obligations shall remain unsatisfied of record; and

(b) any unsecured obligations at the time held by the Trustees as part of the trust estate, issued by a corporation all the property of which shall have been bested in the Railroad Company and become subject to this indenture as a direct lien.

If the Railroad Company shall so request the cancellation of any such bonds or obligations, the bonds or obligations so cancelled shall on the written order of the Railroad Company be surrendered to the trustee under the mortgage or other instrument securing such cancelled bonds or obligations or, in case of unsecured obligations, to the corporation which issued such obligations, and the Railroad Company shall thereupon procure the satisfaction and discharge of the mortgage securing any issue of underlying obligations all of which shall have been cancelled.

A certificate or opinion signed by the General Counsel of the Railroad Company as to any matters pertinent to the right to take any action called for by this Section 9 shall as regards the Trustees be conclusive evidence of the statements therein contained on the faith of which action shall be taken and be full authority for action of the Trustees or either of them on the faith thereof in accordance therewith.

ARTICLE SEVEN

Remedies of Trustees and Bondholders.

SECTION 1. Neither any coupon appurtenant to any First and Refunding Bond, nor any claim for interest on any such bond, which in any way, at or after maturity, shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of or from this indenture, except after the prior payment or provision for prior payment in full of the principal of all the First and Refunding Bonds issued under this indenture, and of all coupons and interest obligations not so transferred or pledged.

SECTION 2. If one or more of the following events, in this indenture called events of default, shall happen, that is to say:

(a) default shall be made in the payment of any instalment of interest on any of the First and Refunding Bonds when and as the same shall become payable, as therein and herein expressed, and such default shall continue for thirty days; or

(b) default shall be made in the payment of the principal of any of the First and Refunding Bonds when the same shall become due and payable, either by the

terms thereof or otherwise as in this indenture provided; or

(c) default shall be made in the payment of any instalment of any sinking fund created for, or in carrying out any privilege or right of conversion granted to the holder of, any bonds issued hereunder, and such default shall have been made an additional event of default under this indenture as provided in Section 2 of Article Three hereof by supplemental indenture hereto executed pursuant to said Section 2, and such default shall continue for thirty days or such longer period, if any, as may be fixed by such supplemental indenture; or

(d) default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Railroad Company, its successors or assigns, in the First and Refunding Bonds or in this indenture contained, and such default shall continue for one hundred and twenty days after written notice specifying such default and requiring the same to be remedied shall have been given by the Corporate Trustee, which shall give such notice on the written request of the holders of twenty per cent. in principal amount of the First and Refunding Bonds at the time outstanding; or

(e) an order shall be made for the appointment of a receiver of the Railroad Company or of the trust estate substantially as a whole; or

(f) default shall be made in the payment of the interest on any bond or obligation secured by direct lien prior to that of this indenture on the lines of railroad or any part thereof subject to this indenture or owned by a controlled company of the Railroad Company or included in a mortgaged lease; or

(g) the Railroad Company shall fail, on the maturity of said bonds or obligations specified in the foregoing clause (f) of this Section 2 (or if the time for the payment of the principal of any of said bonds or obligations shall have been extended pursuant to the right reserved in Section 11 of Article Five hereof, on such extended maturity) and on presentation thereof in accordance with the terms thereof, either to pay said bonds or obligations or to cause said bonds or obligations to be taken up and pledged under this indenture, or if so required by the terms of any indenture constituting a prior lien upon any part of the trust estate, to be delivered to the trustee or trustees thereunder, and in such case to be assigned hereunder, or otherwise to deal with said bonds or obligations as may be required or permitted by this indenture; or

(h) default shall be made in the performance of any covenant contained in any mortgage or deed of trust or other instrument constituting a direct lien prior to that of this indenture on the lines of railroad or part thereof subject to this indenture or owned by a controlled company of the Railroad Company or included in a mortgaged lease, and, by reason of such default, any right of entry or right of action for the enforcement of the security afforded thereby shall accrue;

then and in each and every such case the Trustees personally , or by their agents or attorneys, while such default shall continue, may enter into and upon all or any part of the railroads, rolling stock, property and premises, lands, rights, interests and franchises hereby conveyed, or intended so to be, and each and every part thereof, and may exclude the Railroad Company, its agents and servants wholly therefrom; and, having and holding the same, may use, operate, manage and control said railroads and other premises, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by their superintendents, managers, receivers, agents and servants or attorneys; and upon every such entry the Trustees, at

the expense of the trust estate, from time to time, either by purchase, repairs or construction, may maintain and restore, and may insure or keep insured, the rolling stock, tools and machinery and other property, buildings, bridges and structures erected or provided for use in connection with said railroads and other premises, whereof they shall become possessed, as aforesaid, in the same manner and to the same extent as is usual with railroad companies; and likewise, from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements, and useful alterations, additions, betterments and improvements thereto and thereon, as to the Trustees may seem judicious; and in such case the Trustees shall have the right to manage the mortgaged railroads and property and to carry on the business and exercise all rights and powers of the Railroad Company, either in the name of the Railroad Company or otherwise, as the Trustees shall deem best. And the Trustees shall be entitled to collect and receive all tolls, earnings, income, rents, issues and profits of the same and every part thereof, and also the income from stocks and bonds and other obligations and securities subject to this indenture. And after deducting the expenses of operating said railroads and other premises, and of conducting the business thereof and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or other proper charges upon the trust estate, or any part thereof, as well as just and reasonable compensation for their own services and for all attorneys and counsel, agents, clerks, servants and other employees by them properly engaged and employed, the Trustees shall apply the moneys arising as aforesaid, as follows:

(a) in case the principal of none of the First and Refunding Bonds shall have become due and be unpaid, to the payment of the interest in default in the order of the maturity of the instalments of such interest, with interest thereon at the same rates respectively borne by the bonds on which such interest shall be in default, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

(b) in case the principal of any of the First and Refunding Bonds shall have become due, by declaration or otherwise, and shall be unpaid, first to the payment of the interest in default, in the order of the maturity of the instalments, with interest on the overdue instalments thereof at the same rates respectively borne by the bonds on which such interest shall be in default, and next to the payment of the principal of all the First and Refunding Bonds, with interest thereon at the same rates respectively borne by such bonds; in every instance such payments to be made ratably to the persons entitled to such payments, without any discrimination or preference.

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

SECTION 3. If one or more of the events specified in Clauses A, B or C of Section 3 of Article Six hereof shall happen, the Corporate Trustee shall be entitled, while such event shall continue, to vote on all shares of stock then held under this indenture, and, for the benefit of the holders of the First and Refunding Bonds, to collect and receive all dividends on all such shares of stock, and all sums payable for principal, interest or otherwise upon any bonds or obligations or other indebtedness that shall then be pledged under this indenture, and to apply, as hereinbefore in Section 2 of this Article Seven provided, the net moneys received from income; and, as holder of any such shares of stock

and of any such bonds or other obligations and such indebtedness, 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 3; but in the event that a receiver of the railroads embraced in the trust estate shall have been appointed and shall be in possession thereof in the enforcement of this indenture or pursuant to the provisions hereof, the Corporate Trustee from time to time in its discretion may, and if requested by the holders of a majority in principal amount of the First and Refunding Bonds at the time outstanding, shall, turn over any part or all of the interest moneys and dividends so collected by it to such receiver, and the Trustees may cooperate with such receiver in managing and operating the system of the Railroad Company in such manner as the Corporate Trustee shall deem for the best interest of the holders of the First and Refunding Bonds.

SECTION 4. In case any one or more of the events of default shall happen, then and in such case, unless the principal of all the First and Refunding Bonds then outstanding shall already have become due and payable, the Trustees by notice in writing delivered to the Railroad Company, while any such default shall continue, may, and upon the written request of the holders of twenty per cent. in principal amount of the First and Refunding Bonds then outstanding shall, declare the principal of all the First and Refunding Bonds then outstanding to be forthwith due and payable, and upon any such declaration the same shall become and be forthwith 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 trust estate or any part thereof shall have been made in enforcement of this indenture, all arrears of interest upon all the First and Refunding Bonds, with interest on overdue instalments of interest at the same rates borne by the respective bonds on which instalments of interest may be overdue, together with the reasonable charges and expenses of the Trustees, their agents, attorneys and counsel, shall either be paid by the railroad Company or be collected out of the income of the trust estate and all other defaults under the First and Refunding Bonds, or under this indenture, shall be made good, or adequate provision made therefor, to the satisfaction of the Corporate Trustee, then and in such case, upon the written request of the holders of a majority in principal amount of the First and Refunding Bonds then outstanding, the Trustees shall, by written notice to the Railroad Company, waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 5. If one or more of the events of default shall happen, the Trustees, with or without entry, personally or by attorney, while such default shall continue, in their discretion, either

(a) may sell, subject to the then existing prior liens thereon, to the highest and best bidder, all and singular the trust estate, including all the rights, title, estates, railroads, equipment, franchises, leases, leasehold interests, contracts and appurtenances, stocks and bonds, and all other real and personal property of every name and nature, and all right, title and interest, claim and demand therein, and right of redemption thereof; and such sale or sales shall be made at public auction at such place on the premises to be sold, and at such time and upon such terms as the Trustees 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) may proceed to protect and to enforce their rights and the rights of

bondholders under 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, being advised by counsel, shall deem most effectual to protect and enforce any of their rights or duties under this indenture or the rights of holders of the First and Refunding Bonds.

SECTION 6. Upon the written request of the holders of twenty per cent. in principal amount of the First and Refunding Bonds then outstanding, in case one or more of the events of default shall happen, it shall be the duty of the Trustees, while such event of default shall continue, 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 First and Refunding Bonds, and to exercise the power of entry or of 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 First and Refunding Bonds.

SECTION 7. In the event of any sale, whether made under the power of sale herein granted or conferred, or under or by virtue of judicial proceedings, the whole of the trust estate shall be offered for sale in one parcel and as an entirety, including all the rights, title, estates, railroads, equipment, franchises, leases, leasehold interests, contracts and appurtenances, stocks, bonds and other real and personal property of every name and nature, and in the event of any such sale the whole of the trust estate may be offered for sale together with any or all other property of the Railroad Company in one parcel and as an entirety, unless such sale of the trust estate as an entirety or such sale of the trust estate and such other property of the Railroad Company as an entirety, is impracticable, in the opinion of the Corporate Trustee, by reason of some statute or other cause, or unless the holders of a majority in principal amount of the First and Refunding Bonds then outstanding shall, in writing, request the Trustees to cause the trust estate to be sold separately from any other property of the Railroad Company or to cause the trust estate to be sold in separate parcels, in which case the trust estate may be sold separately from any other property of the Railroad Company, or may be sold in such separate parcels and in such order as may be specified in such request or as the Corporate Trustee may determine to be equitable and expedient. The Railroad Company, for itself and all persons and corporations hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this indenture, hereby expressly waives and releases all right to have the properties and estate comprised in the security intended to be created by this indenture marshalled upon any foreclosure or other enforcement hereof, and the Trustees, or any court in which the foreclosure of this indenture or the administration of the trusts hereby created is sought, shall have the right as aforesaid to sell the entire property of every description comprised in, or subject to, the trusts created by this indenture as a whole in a single lot or parcel either alone or together with any or all other property of the Railroad Company as an entirety.

SECTION 8. Notice of any sale by the Trustees pursuant to the provisions of this indenture shall state the time and place when and 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 weeks prior to such sale in a daily newspaper printed, regularly issued, and having a general circulation in the City of Chicago, County of Cook, State of Illinois.

SECTION 9. The Trustees may adjourn from time to time any sale by them 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, the Trustees may make such sale at the time and place to which the same shall be so adjourned.

SECTION 10. Upon the completion of any sale or sales under this indenture, the Trustees shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed, or good and sufficient deeds, and other instruments conveying, assigning and transferring the properties and franchises sold. The Trustees and their successors hereby are appointed the true and lawful attorneys irrevocable of the Railroad Company, in its name and stead to make all conveyances, assignments and transfers of the premises and property thus sold in the judgment of the Trustees advisable; and, for that purpose, the Trustees or their successors may execute all requisite 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 shall, if so requested by the Trustees, ratify and confirm any sale or sales by executing and delivering to the Trustees or to such purchaser or purchasers all such instruments as may be, in the judgment of the Trustees, advisable for the purpose and as may be designated in such request.

SECTION 11. Any such sale or sales made under or by virtue of this indenture, whether under the power of sale herein granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Railroad Company, of, in and to the premises and property so 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 and property sold, or any part thereof from, through or under the Railroad Company, its successors or assigns.

SECTION 12. The personal property and chattels conveyed or intended to be conveyed by or pursuant to this indenture (other than stocks, bonds and other securities and claims) shall be deemed real estate, and shall be held and taken to be fixtures and appurtenances of the lines of railroad, and part thereof, and are to be used and sold therewith and not separate therefrom, except as herein otherwise provided.

SECTION 13. The receipt of the Trustees for the purchase money paid at any such sale shall be a sufficient discharge therefor to any purchaser 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 non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

SECTION 14. In case of a sale under any of the foregoing provisions of this Article Seven, whether made under the power of sale herein granted or pursuant to judicial proceedings, the principal of all First and Refunding Bonds, if not previously due, shall immediately thereupon become due and payable, anything in the First and Refunding Bonds or in this indenture to the contrary notwithstanding.

SECTION 15. The purchase money, 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 under any of the provisions of this indenture as part of the trust estate or the proceeds thereof, shall be applied as follows:

FIRST. To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustees, their agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustees, and to the payment of all taxes, assessments or other liens prior to the lien of this indenture, except prior liens subject to which the property shall have been sold.

SECOND. To the payment of the whole amount then owing or accrued and unpaid upon the First and Refunding Bonds for principal and interest, with interest on the overdue principal and on the overdue instalments of interest at the same rates respectively borne by the bonds which, or the instalments of interest on which, are overdue; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon said bonds, then to the payment of the principal and interest of the First and Refunding Bonds, without preference or priority of any series over any other series, or of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest, ratably to the aggregate of such principal and the accrued and unpaid interest; subject, however, to the provisions of 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 whosoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

SECTION 16. Upon any such sale under any of the foregoing provisions of this Article Seven, whether made under the power of sale herein granted or pursuant to judicial proceedings, any purchaser, for or in settlement or payment of the purchase price of the property purchased, shall be entitled to use and apply any First and Refunding Bonds and any matured and unpaid coupons by presenting such bonds and coupons in order that there may be credited thereon the sums applicable to the payment thereof out of the net proceeds of such sale to the owner of such bonds and coupons as his ratable share of such net proceeds, after the deduction of costs, expenses, compensation and other charges; and thereupon such purchaser shall be credited, on account of such purchase price payable by him, with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, the bonds and coupons so presented; and at any such sale, any holders of the First and Refunding Bonds 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.

SECTION 17. The Railroad Company covenants that

(1) in case default shall be made in the payment of any instalment of interest on any of the First and Refunding Bonds, and such default shall have continued for thirty days; or

(2) in case default shall be made in the payment of the principal of any of the First and Refunding Bonds when the same shall become payable, whether upon the maturity of the First and Refunding Bonds or upon declaration as provided in Section 4 of this Article Seven, or upon a sale as provided in Section 14 of this Article Seven, or otherwise;

then upon demand of the Trustees, the Railroad Company will pay to the Trustees for the

benefit of the holders of the First and Refunding Bonds and coupons then outstanding, the whole amount then owing or accrued and unpaid on all the First and Refunding Bonds and coupons then outstanding, for principal and interest, with interest upon the overdue principal and on the overdue instalments of interest at the same rates respectively borne by the bonds which, or the instalments of interest on which, are overdue; and in case the Railroad Company shall fail to pay the same forthwith upon such demand, the Trustees in their own names and as trustees of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustees 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 hereby secured, the Trustees in their own names and as trustees 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 First and Refunding Bonds 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, and no levy of any execution on any such judgment on property subject to this indenture, or on any other property, shall, in any manner or to any extent, affect the lien of this indenture on the property, or any part of the property, subject to this indenture, or any lien, rights, powers or remedies of the holders of the First and Refunding Bonds hereunder, 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 under this Section 17 shall be applied by the Trustees, first, to the payment of the expenses, disbursements and compensation of the Trustees, their agents, attorneys and counsel, and, second, to the 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 according to the amounts due and payable upon such bonds and coupons, respectively, at the date fixed by the Trustees for the distribution of such moneys, on presentation of the several bonds and coupons and their surrender, if fully paid, or proper stamping if only partly paid, subject, however, to the provisions of Section 1 of this Article Seven.

SECTION 18. 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 upon any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the property, or any part of the property, subject to this indenture, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction; nor will it insist upon, or be entitled to, the fixing of an upset price upon such property, or any part thereof, in connection with any such sale; nor after any such sale or sales will it claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any State, or otherwise, to redeem the property so sold

or any part thereof; and the Railroad Company, for itself and all persons claiming under or through it, hereby expressly waives all such rights and all benefit and advantage of any such law or laws, and it covenants that it will not hinder, delay or impede the execution of any power herein granted or delegated to the Trustees, 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 19. 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, as a matter of right, to the appointment of a receiver of the premises and property subject to this indenture, and of any other property owned by the Railroad Company, used for, in or about, or the use and possession whereof is essential to, the operation of the lines of railroad and railroad properties subject to this indenture or any thereof, and of the earnings, income, revenues, rents, issues and profits of the premises and property subject hereto, with such powers as the court making such appointment shall confer; but notwithstanding the appointment of any receiver, the Corporate Trustee shall be entitled, as pledgee, to continue to retain possession and control of any shares of stock, bonds, cash and other property pledged or to be pledged, and held hereunder, and to retain control of any moneys deposited with other depositaries as in this indenture provided.

SECTION 20. In case (1) the Railroad Company shall make default in any of the respects mentioned in Section 2 of this Article Seven, and (a) at any time during the continuance of such default there shall be any existing judgment against the Railroad Company unsatisfied and unsecured by bond on appeal or (b) in any judicial proceeding by any party other than the Trustees, a receiver shall be appointed of the Railroad Company or of its property or any part thereof, or a judgment or order be entered for the sequestration of its property or any part thereof; or, in case (2) the Railroad Company shall make default in the payment of interest specified in subdivision (a) of said Section 2, and shall by resolution of its Board of Directors admit to the Trustees its inability to make good such default within the period of grace in said subdivision (a) mentioned; the Trustees, in either such case, without waiting the period of grace, if any, in said Section 2 specified in respect of such default, shall thereupon be entitled, in the discretion of the Trustees, forthwith to exercise the right of entry herein conferred, and also any and all other rights and powers herein conferred and provided to be exercised by the Trustees upon the happening of an event of default as hereinbefore provided, and as a matter of right the Trustees shall thereupon be entitled, in the discretion of the Trustees, to the appointment of a receiver of the trust estate, and of the earnings, income, revenue, rents, issues and profits thereof, and of any other property of the Railroad Company used for, in or about, or the use or possession whereof shall be essential to, the operation of the lines of railroad and railroad properties subject hereto or any thereof, with such powers as the court making such appointment shall confer; provided, however, that notwithstanding the appointment of any such receiver, the Corporate Trustee shall be entitled, as pledgee, to continue to retain possession and control of any shares of stock, bonds, cash and other property pledged or to be pledged, and held hereunder, and to retain control of any moneys deposited with other depositaries as in this indenture provided.

SECTION 21. At any time hereafter before full payment of the First and Refunding Bonds and whenever the Railroad Company shall deem expedient for the better protection or security of such bonds (although then none of the events of default shall have happened

entitling the Trustees to enter into possession), the Railroad Company, with the consent of the Corporate Trustee, may surrender and may deliver to the Trustees full possession of the whole or of any part of the trust estate, and of any other property of the Railroad Company used for, in or about, or the use or possession whereof shall be essential to, the operation of the lines of railroad and railroad properties subject hereto or any thereof, and may authorize the Trustees to collect the dividends and interest on any or all shares of stock, bonds and other obligations held under this indenture, and to vote upon any or all such shares of stock, for any period fixed or indefinite. In such event, the Trustees shall enter into and on the premises and property 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 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 Trustees, from the time of their entry upon such premises and property, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and apply the income and revenues of the trust estate as provided in Section 2 of this Article Seven. Upon application of the Trustees to any court of competent jurisdiction, and with the consent of the Railroad Company, if none of the events of default shall have happened and be continuing, and without such consent if one or more of the events of default shall have happened and be continuing, a receiver may be appointed to take possession of, and to operate, maintain and manage the whole or any part of the property subject to this indenture, and of any other property of the Railroad Company used for, in or about, or the use or possession whereof shall be essential to, the operation of the lines of railroad and railroad properties subject hereto or any thereof, 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 property shall be appointed under this Section 21, or otherwise, the net income and profits of the property subject hereto shall be paid over to, and shall be received by, the Trustees for the benefit of the holders of the First and Refunding Bonds to be applied as provided in Section 2 of this Article Seven; provided, however, that, notwithstanding the appointment of any such receiver, the Corporate Trustee, as pledgee, shall be entitled to retain possession and control of any stocks, bonds, cash and other property pledged or to be pledged, and held hereunder, and to retain control of any moneys deposited with other depositaries as in this indenture provided.

SECTION 22. No holder of any First and Refunding Bond or coupon 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 hereunder, or for the appointment of a receiver, or for any other remedy hereunder or any suit or proceeding for the enforcement hereof, unless the holders of twenty per cent. in principal amount of the First and Refunding Bonds then outstanding previously shall have delivered to the Corporate Trustee written notice that some event of default specified in such notice has happened and shall have requested the Trustees in writing to take action in respect of such event of default, and shall have afforded to the Trustees reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in their own names; nor, unless, also they shall have offered to the Trustees security and indemnity satisfactory to the Corporate Trustee against the costs,

expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Corporate Trustee, 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 intended that no one or more holders of bonds and coupons shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this indenture, or to enforce any right hereunder or to participate in any suit or proceeding for the enforcement hereof, 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. Anything in this indenture contained to the contrary notwithstanding, the holders of a majority in principal amount of the First and Refunding Bonds then outstanding, from time to time, shall have the right to direct and control the method and place of taking and conducting any and all proceedings for any sale of the premises and property subject to this indenture and all matters in connection with any such sale, and to direct and control the foreclosure of this indenture, and the appointment of a receiver, and the method and place of taking and conducting, and any matters in connection therewith, any suit or proceeding for any remedy hereunder or for the enforcement hereof; and any direction from such holders of a majority in principal amount of the First and Refunding Bonds shall be binding upon the Trustees, who shall have no right, so long as they remain Trustees hereunder, to decline to follow any such direction, and upon all holders of First and Refunding Bonds then outstanding, no one or more of whom shall have any right by his or their action to prevent, or to intervene or participate in any suit or proceeding to prevent, the carrying out of any such direction.

SECTION 23. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustees, or either of them, or the holders of First and Refunding Bonds is intended to be exclusive of any other remedy or remedies, and 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 24. No delay or omission of the Trustees or of any holder of First and Refunding Bonds to exercise any right or power accruing upon any default, shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article Seven to the Trustees, and to the bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient, by the Trustees or by the bondholders, respectively.

SECTION 25. 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 proceedings shall have been discontinued or abandoned because of 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 severally and respectively be restored to their former position and rights hereunder in respect of the trust estate, and all rights, remedies and powers of the Trustees shall continue as though no such proceedings had been taken.

ARTICLE EIGHT

Immunity of Stockholders, Officers and Directors

No recourse shall be had for the payment of the principal or interest of the First and Refunding Bonds, or any part thereof, or for any claim based thereon, or otherwise in respect thereof, or of the indebtedness represented thereby, or of this indenture, against any incorporator, stockholder, officer or director, as such, past, present or future, of the Railroad Company, or of any successor company, either directly or through the Railroad Company, or any such successor company, whether by any legal or equitable proceeding, by virtue of any statute, constitutional provision or rule of law, or by the enforcement of any assessment or otherwise; it being expressly agreed and understood that this indenture and the obligations hereby secured are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the incorporators, stockholders, officers or directors, as such, of the Railroad Company, or of any successor company, or any of them, because of the incurring of the indebtedness hereby secured, or under or by reason of any of the obligations, covenants or agreements contained in this indenture, or in any of the First and Refunding Bonds or coupons, or implied therefrom; and that any and all personal liability of every name and nature, and any and all rights and claims against every such incorporator, stockholder, officer or director, as such, whether arising at common law or in equity, or created by statute or constitution, are hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of this indenture and the issue of the First and Refunding Bonds and coupons.

ARTICLE NINE

Bondholders' Acts, Holdings and Apparent Authority

Any demand, request or other instrument required by this indenture to be signed and executed by bondholders may be in any number of concurrent writings 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 demand, request or other instrument, or of the writing appointing any such agent, and of the ownership by any person of coupon bonds transferable by delivery, shall be sufficient for any purpose of this indenture, and shall be conclusive in favor of the Trustees or either of them or of the Railroad Company, with regard to due action taken by the Trustees or either of them or by the Railroad Company under such instrument, if such proof be made in the following manner:

The fact and date of the execution by any person of any such demand, request, or other instrument or 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 fact of the holding by any bondholder of coupon bonds transferable by delivery, and the principal amounts, and issue numbers and series of such bonds, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depositary (wherever situated), Satisfactory to the Corporate Trustee, showing that at the date therein mentioned such person had on deposit with such depositary the bonds described in such certificate. For all purposes of any proceeding pursuant to this indenture on the faith of or in accordance with any such request, demand or other instrument purporting to be executed by holders of First and Refunding Bonds for the enforcement

hereof or otherwise, such person shall be deemed to continue the holder of such bonds until the Corporate Trustee shall have received notice in writing to the contrary. Any action taken by the Trustees or either of them pursuant to this indenture upon the request of any person owning any bond or bonds secured hereby, shall be conclusive and binding upon all future owners of the same bond or bonds.

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

ARTICLE TEN

Releases of Mortgaged Property

SECTION 1. The provisions of this Article Ten shall not be deemed in any manner to limit any right or power conferred on the Railroad Company or on any controlled company of the Railroad Company by other provisions of this indenture but shall be expressly subject thereto.

SECTION 2. From time to time, the Railroad Company, subject to the conditions and limitations in this Article Ten prescribed, and not otherwise, may sell, and the Trustees, upon the delivery to the Corporate Trustee of the resolutions, opinion and certificates as in Section 12 of this Article Ten provided, shall release from the lien and operation of this indenture,

(a) any part of the lines of railroad which are or shall be at any time subject to this indenture or any leasehold interest, or any part thereof, which is or shall be at any time subject to this indenture, in any lines of railroad, provided

(1) that the Railroad Company is not thereby prevented from maintaining and operating, over lines of railroad subject to this indenture or owned by a controlled company of the Railroad Company, or over lines of railroad included in a mortgaged lease, or over lines of railroad, trackage rights over which, or rights otherwise of use and operation of which, shall be subject to this indenture, a continuous railroad system between Chicago, Illinois, and Milwaukee, Wisconsin, and between Milwaukee, Wisconsin, and Minneapolis, Minnesota, and between Milwaukee, Wisconsin, via Madison and Prairie du Chien, Wisconsin, and Canton, South Dakota, and between Milwaukee, Wisconsin, and Green Bay, Wisconsin, and between La Crosse, Wisconsin, and Jackson, Minnesota, and between Minneapolis, Minnesota, and Seattle, Washington, and between Chicago, Illinois, and Savanna, Illinois, and between Savanna, Illinois, and Kansas City, Missouri, and between Savanna, Illinois, and Minneapolis, Minnesota, and between Savanna, Illinois, and Omaha, Nebraska, substantially as direct and available for transportation purposes as the continuous railroad system so maintained by the Railroad Company at the date of the execution and delivery of this indenture (but lines of railroad, a leasehold interest in which, or trackage rights over which, or rights otherwise of use and operation of which, shall be subject to this indenture, shall not be accepted in substitution for lines of railroad owned by the Railroad Company or by a controlled company of the Railroad Company, and lines of railroad owned by a controlled company of the Railroad Company shall not be accepted in substitution for lines of railroad owned by the Railroad Company), and

(2) that it shall no longer be necessary or expedient to retain such part of said lines of railroad or such leasehold interest, or such part thereof, as a part of the system of railroads subject to this indenture as aforesaid, and

(b) any real estate or other property, and any rights or interests in property, including air rights, not hereinafter in this Article Ten specifically mentioned, which it shall no longer be necessary or expedient to retain for the operation, maintenance or use of the lines of railroad then subject to this indenture, or for use in the business of the Railroad Company.

SECTION 3. From time to time, the Railroad Company, subject to the conditions and limitations in this Article Ten prescribed, and not otherwise, may sell, and the Trustees upon the delivery to the Corporate Trustee of the resolutions, opinion and certificates as in Section 12 of this Article Ten provided, shall release from the lien and operation of this indenture, any of the stocks or bonds or obligations pledged or assigned hereunder, provided

(a) that the Railroad Company is not thereby prevented from maintaining and operating, in the manner set forth in Section 2 of this Article Ten, a continuous railroad system between the termini in said Section 2 set out,

(b) that (except in case of the sale of stock of a terminal company) the entire amount pledged or assigned hereunder of stock and bonds of any one corporation shall be sold, and

(c) that it shall no longer be necessary or expedient to retain the same.

SECTION 4. From time to time, the Railroad Company may, after delivery by it to the Corporate Trustee of the resolutions, opinion and certificates as in Section 12 of this Article Ten provided, and after receipt of the written consent of the Corporate Trustee, permit any controlled company of the Railroad Company to sell all or any part of its lines of railroad, real estate or other property, or rights and interests in property, including air rights, provided

(a) that the Railroad Company is not thereby prevented from maintaining and operating, in the manner set forth in Section 2 of this Article Ten, a continuous railroad system between the termini in said Section 2 set out, and

(b) that it shall no longer be necessary or expedient to retain such lines of railroad or other property so sold for the operation, maintenance or use of the lines of railroad subject to this indenture, or for use in the business of the Railroad Company,

and the Trustees, the written consent of the Corporate Trustee having been so given, shall do all acts requisite on their part to consummate such sale.

SECTION 5. From time to time, the Railroad Company, subject to the conditions and limitations and this Article Ten prescribed and not otherwise, shall have the right to make leases of any of the lines of railroad, real estate or other property, or rights and interests in property, including air rights, subject to this indenture, provided

(a) that the Railroad Company is not thereby prevented from maintaining and operating, in the manner set forth in Section 2 of this Article Ten, a continuous Railroad System between the termini in said ~~said~~ Section 2 set out, and

(b) that it shall no longer be necessary or expedient to retain the lines of railroad, real estate or other property so leased or to be leased for the operation, maintenance or use of the lines of railroad subject to this indenture, or for use in the business of the Railroad Company,

and the Trustees upon the delivery to the Corporate Trustee of the resolutions, opinion and certificates as in Section 12 of this Article Ten provided, shall do all acts re-

quisite on their part to subordinate the lien of this indenture to any lease so made and to any leasehold interest created by such lease. The interest of the Railroad Company in said leases and contracts, and any rental or other compensation to be received by it thereunder and any reciprocal leases, contracts or other benefits obtained by the Railroad Company in consideration therefor or in connection therewith shall be subject to this indenture. If and to the extent that any such rental or other compensation shall be payable in instalments during the term of the lease, such instalments, in case, but only in case, an event of default shall have happened, and during the continuance of such event of default, shall, unless required to be paid to the trustee under some mortgage or deed of trust constituting a lien prior to the lien of this indenture upon the property leased, be payable to the Corporate Trustee. If and to the extent that any such rental or other compensation is payable otherwise than in instalments, the same shall, unless required to be paid to the trustee under some mortgage or deed of trust constituting a lien prior to the lien of this indenture upon the property leased, be paid to the Corporate Trustee, to be held and applied by the Corporate Trustee as provided in Section 13 of this Article Ten; provided, however, that if the term of any such lease shall be twenty-one years or less, the Railroad Company shall be entitled, if no event of default shall have happened and be continuing, to receive from the Corporate Trustee on its written request

(a) at the end of one year after the payment of any moneys to the Corporate Trustee under this Section 5, and at the end of each period of one year thereafter, until the expiration of the term of the lease in respect of which such moneys were paid, if and to the extent that the moneys paid to the Corporate Trustee in respect of such lease are still held by the Corporate Trustee, an amount equal to the quotient obtained by dividing the amount so paid to the Corporate Trustee by the number of years (including any fraction of a year) included in the term of such lease, and

(b) at the termination of such lease, any amount still held by the Corporate Trustee out of the moneys paid to it in respect of such lease.

The Railroad Company may, after delivery by it to the Corporate Trustee of the resolutions, opinion and certificates as in Section 12 of this Article Ten provided and after receipt of the written consent of the Corporate Trustee thereto, permit any controlled company of the Railroad Company to make leases of any of its lines of railroad, real estate or other property, or rights and interests in property, including air rights, provided

(a) that the Railroad Company is not thereby prevented from maintaining and operating, in the manner set forth in Section 2 of this Article Ten, a continuous railroad system between the termini in said Section 2 set out, and

(b) that it shall no longer be necessary or expedient to retain the same for the operation, maintenance or use of the lines of railroad subject to this indenture or for use in the business of the Railroad Company,

and the Trustees, the written consent of the Corporate Trustee having been so given, shall do all acts requisite on their part to consummate any such lease.

SECTION 6. From time to time, the Railroad Company, subject to the conditions and limitations in this Article Ten prescribed and not otherwise, may sell parts of its tracks or other property, or grant trackage rights over such tracks, or make other arrangements, to or with any terminal company or union depot company or other railroad company with which it may enter into arrangements for joint depot and terminal facilities,

provided

(a) that the Railroad Company is not thereby prevented from maintaining and operating, in the manner set forth in Section 2 of this Article Ten, a continuous railroad system between the termini in said Section 2 set out,

(b) that the Railroad Company secures and pledges or assigns under this indenture contracts giving it the right to use such union depot or terminal property upon substantially equal terms with the other companies using the same, and

(c) that the value of the property sold or the rights parted with and the value of the rights, moneys and property obtained shall be fairly commensurate,

and the Trustees upon the delivery to the Corporate Trustee of the resolutions, opinion and certificates as in Section 12 of this Article Ten provided, shall release the property so sold.

The Railroad Company may, after delivery by it to the Corporate Trustee of the resolutions, opinion and certificates as in Section 12 of this Article Ten provided, and after receipt of the written consent of the Corporate Trustee, permit any controlled company of the Railroad Company to make similar sales, grants or arrangements, provided

(a) that the Railroad Company is not thereby prevented from maintaining and operating, in the manner set forth in Section 2 of this Article Ten, a continuous railroad system between the termini in said Section 2 set out,

(b) that the controlled company of the Railroad Company making such sale, grant or arrangement secures contracts giving it the right to use such union depot or terminal property upon substantially equal terms with the other companies using the same, and

(c) that the value of the property sold or the rights parted with and the value of the rights, moneys and property obtained shall be fairly commensurate,

and the Trustees, the written consent of the Corporate Trustee having been so given, shall do all acts requisite on their part to consummate any such sale, grant or arrangement.

SECTION 7. The Trustees shall, from time to time, 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

(a) that such surrender of franchise or such removal or abandonment of tracks or structures shall be or shall have been made pursuant to any agreement with a state, municipality or other political division or subdivision of a state, or to legal requirement, or shall have been duly authorized by all public authorities, if any, having jurisdiction in the premises,

(b) that the Railroad Company, so far as may be permitted by law, shall retain all franchises necessary or proper to entitle it to maintain and operate, in the manner set forth in Section 2 of this Article Ten, a continuous railroad system between the termini in said Section 2 set out, and

(c) that the value of the security afforded by this indenture shall not be, in any way, impaired or prejudiced thereby.

The Railroad Company, from time to time, may permit any controlled company of the Railroad Company to surrender any franchise or to remove or abandon all or any of its tracks and structures, provided

(a) that such surrender of franchise or such removal or abandonment of tracks or structures shall be or shall have been made pursuant to any agreement with a

state, municipality or other political division or subdivision of a state, or to legal requirement, or shall have been duly authorized by all public authorities, if any, having jurisdiction in the premises,

(b) that so far as may be permitted by law, all franchises shall be retained which are necessary or proper to entitle the Railroad Company to maintain and operate in the manner set forth in Section 2 of this Article Ten, a continuous railroad system between the termini in said Section 2 set out, and

(c) that the value of the security afforded by this indenture shall not be, in any way, impaired or prejudiced thereby,

and the Trustees at the request of the Railroad Company and upon compliance by the Railroad Company with the provisions of this Article Ten shall do all acts on their part requisite in connection therewith.

The Trustees may accept as conclusive evidence that the value of the security hereunder will not be prejudiced or impaired by any surrender of franchises or the removal or abandonment of tracks or structures, whether by the Railroad Company or some controlled company of the Railroad Company, a copy of a resolution of the Board of Directors of the Railroad Company to that effect certified by its Secretary under its corporate seal. The Trustees may accept as conclusive evidence that such surrender, removal or abandonment was made in compliance with the provisions of the foregoing sub-divisions (a) of this Section 7, the opinion of the General Counsel of the Railroad Company that such surrender, removal or abandonment has been or will be made pursuant to an agreement with a state, municipality or other political division or subdivision of a state, or to legal requirement, or has been duly authorized by all public authorities, if any, having jurisdiction in the premises.

SECTION 8. If, by a final decree of any court of competent jurisdiction in the premises, the Railroad Company shall be required to part with the ownership, possession or operation of any portion or portions of the trust estate, then and in any such event the portion with which it may be so required to part shall be released from the lien of this indenture

(a) if the Trustees are parties to the action or proceeding in which such decree shall have been entered, on such terms and conditions as in such decree may be prescribed, and

(b) if the Trustees are not parties to such action or proceeding, on such terms and conditions as may be prescribed in such decree, if satisfactory to the Corporate Trustee, in its discretion, otherwise on such terms and conditions as may be prescribed by the decree of any court of competent jurisdiction in an action or proceeding brought by the Trustees or to which they are parties.

SECTION 9. The Railroad Company shall also have full power, in its discretion, from time to time, to dispose of any portion of the equipment, machinery, apparatus, implements and portable personal property at any time held subject to the lien hereof, which may have become obsolete or otherwise unfit for use upon the mortgaged premises, first or simultaneously replaceing the same by new equipment, machinery, apparatus, implements or other personal property of at least equal value, which shall become subject to the lien of this indenture.

The Railroad Company may at any time make any change in the location of any of the tracks, station-houses, buildings or other structures upon any part of the mortgaged premises, and the Trustees, upon conveyance to the Trustees on the trusts of this indenture of the new or relocated tracks, station-houses, buildings or other structures, and the premises on which the same may be erected, and payment to the Corporate Trustee of any net proceeds of such change and substitution, shall, at the request of the Railroad Company, release from the lien of this indenture the tracks, station-houses, buildings and other structures, the location of which shall be so changed, and the premises on which they were erected, and shall execute and deliver any and all instruments necessary and proper to effect such purpose.

The Railroad Company with the consent of the Trustees may change, amend or supplement any leases, the terms of which extend beyond the latest date of maturity of the First and Refunding Bonds at the time outstanding, whether existing at the date of the execution and delivery of this indenture or thereafter made, and shall have the right without such consent from time to time to change, amend, supplement, surrender and accept the surrender of, in whole or in part, any leases whose terms do not extend beyond the latest date of maturity of the First and Refunding Bonds at the time outstanding, or any leases whatever their term to or with a lessor which, at the time, is a controlled company of the Railroad Company, or any trackage rights, or any contracts relating to the mortgaged premises, provided, that the Railroad Company is not thereby prevented from maintaining and operating, in the manner set forth in Section 2 of this Article Ten, a continuous railroad system between the termini in said Section 2 set out.

In such event any changed, amended or supplemented lease, trackage rights or contract shall be subject to this indenture in the same manner and to the same extent as that previously existing.

The Railroad Company shall have full power to make any lease of, or to grant trackage rights upon, the mortgaged premises or to enter into any contract affecting the same, subject to the prior lien of this indenture, but nothing in this Section 9 contained shall be construed as giving the Railroad Company power to make any such lease, or to grant any such trackage rights, or to enter into any such contract, unless such lease, trackage rights or contract shall be expressly subject to the prior lien of this indenture.

SECTION 10. The property of the Railroad Company has been in whole or in part acquired by the Railroad Company under a sale made pursuant to decrees entered in the District Courts of the United States for the Northern District of Illinois, Eastern Division, for the District of Minnesota, Fourth Division, for the District of Montana, for the Western District of Michigan, Northern Division, and for the Southern District of New York, on the 26th day of April 1926, on the 29th day of April 1926, on the 1st day of May 1926, on the 6th day of May 1926, and on the 21st day of June 1926, respectively, and by said decrees it is among other things provided that the purchasers under said decrees, their successors and assigns, shall, within one year after the delivery of the deed for the property sold, or such additional period as said courts may permit, have the right to elect not to assume or adopt any lease, traffic, trackage, terminal, corssing or operating agreement or other contract, not fully performed, except as in said decrees specifically provided, which may be included in the property sold to such purchasers.

The Railroad Company shall be entitled in its unrestricted discretion, and without action by the Trustees, to exercise such election and to refuse to adopt or to continue in force any lease, traffic, trackage, terminal, crossing or operating agreement or other contract not fully performed (other than as aforesaid), which may have been included in the property sold pursuant to said decrees or which may constitute an incident thereto or appurtenance thereof whether or not constituting part of the property specifically described in the Granting Clauses of this indenture and notwithstanding any provision in this Article Ten or elsewhere in this indenture contained; and its election to refuse to adopt or continue in force any such lease, traffic, trackage, terminal, crossing or operating agreement or other contract not fully performed, shall not be deemed to be a breach of any covenant or agreement on the part of the Railroad Company contained in this indenture, anything to the contrary in this indenture notwithstanding; provided, however, that the Railroad Company is not thereby prevented from maintaining and operating, in the manner set forth in Section 2 of this Article Ten, a continuous railroad system between the termini in said Section 2 set out. The Railroad Company shall file with the Corporate Trustee a statement showing the leases and the traffic, trackage, terminal, crossing or operating agreements or other contracts which the Railroad Company shall elect to refuse to adopt or to continue in force as above provided, promptly after the Railroad Company shall exercise such election.

In case the Railroad Company shall elect to refuse to adopt or continue in force the lease of the lines of railroad of the Chicago, Terre Haute & Southeastern Railway Company referred to in the second Granting Clause hereof, the First and Refunding Bonds reserved by Section 1 of Article Two hereof in respect of the refunding of the bonds specified in items (5) to (8) inclusive of said Section 1 of Article Two hereof shall no longer be so reserved, but may be authenticated and delivered by the Railroad Company in accordance with the provisions of Section 2 of Article Two hereof.

In case the Railroad Company shall elect to refuse to adopt or continue in force the contract of guaranty upon the bonds of Chicago, Milwaukee & Gary Railway Company, the First and Refunding Bonds reserved by Section 1 of Article Two hereof in respect of the refunding of the bonds specified in item (9) of said Section 1 of Article Two hereof shall no longer be so reserved, but may be authenticated and delivered by the Railroad Company in accordance with the provisions of Section 2 of Article Two hereof.

SECTION 11. The Railroad Company shall have the right in its unrestricted discretion and without action of the Trustees to, or to permit any controlled company of the Railroad Company to, alter, amend, surrender or withdraw from, or in any manner terminate, any agreement in any form whether by lease, traffic or trackage contract or operating agreement for the use of any part of any terminals owned by any terminal company whether or not a controlled company of the Railroad Company or used by the Railroad Company or any controlled company of the Railroad Company and wherever such terminals may be situated.

SECTION 12. All action on the part of the Trustees called for by this Article Ten shall be requested by resolution of the Board of Directors of the Railroad Company. The Railroad Company, when requesting any action under this Article Ten, other than in respect of the property or rights of a controlled company of the Railroad Company, shall deliver to the Corporate Trustee a certificate signed by its President and by its Comptroller which shall set forth, as the case may be,

(a) a description of the property or rights a re-release of which, or other action in respect of which, is requested;

(b) the selling price of the property or rights or a description and the fair value of the property or rights, to be received in exchange therefor, and in case of a lease, the rent to be received;

(c) that the fair value of such property or rights is not greater than the price at which the same is to be sold or the fair value of the property or rights to be received in exchange, and in the case of a lease that the rental to be received as fair and adequate; and

(d) such matters as it shall be necessary to establish in order to show that the release of, or other action in respect of, the property or rights forming the subject of such request is authorized under the provisions and restrictions of this Article Ten.

The Railroad Company, when requesting any action under this Article Ten, in respect of the property or rights of any controlled company of the Railroad Company, shall deliver to the Corporate Trustee a certificate signed by its President and by its Comptroller, or by the President and by the Comptroller of such controlled company of the Railroad Company, which shall set forth, as the case may be,

(a) a description of the property or rights of the controlled company of the Railroad Company consent for the sale of which, or other action in respect of which, is requested;

(b) the selling price of such property or rights or a description and the fair value of the property or rights, if any, to be received in exchange therefor, and in the case of a lease the rental to be received;

(c) that the fair value of such property or rights is not greater than the price at which the same is to be sold or the fair value of the property or rights to be received in exchange, and in the case of a lease that the rental to be received is fair and adequate; and

(d) such matters as it shall be necessary to establish in order to show that the consent for the sale of, or other action in respect of, the property or rights of the controlled company of the Railroad Company forming the subject of such request is authorized under the provisions and restrictions of this Article Ten.

The Railroad Company, when requesting any action under this Article Ten, shall also deliver to the Corporate Trustee a certificate or opinion signed by the General Counsel of the Railroad Company stating that the action so requested is authorized by the provisions of this Article Ten and that the resolutions and certificates furnished to the Corporate Trustee in connection therewith are in compliance with the provisions of this Section 12. Such resolutions, opinion and certificates may be received by the Trustees as conclusive evidence of any of the facts, or of the continuance of any condition, or of anything by this Article Ten required to be established or shown in order to authorize the action sought in respect of any property forming the subject of such resolutions and certificates, and shall be full warrant to the Trustees for any action taken on the faith thereof; but the Trustees, in their discretion, may require at the cost and expense of the Railroad Company such further and additional evidence as to the Corporate Trustee may seem reasonable.

SECTION 13. Unless some other disposition thereof be required by some mortgage, deed of trust or other instrument prior to this indenture, the cash or other proceeds of any and all sales pursuant to this Article Ten of property of the Railroad Company directly subject to the lien of this indenture and all moneys received as rent for property directly subject to this indenture which by any provision of this Article Ten are re-

quired to be paid to the Corporate Trustee, and all moneys received as compensation for any such property directly subject to the lien of this indenture taken by exercise of the power of eminent domain, shall be deposited with the Corporate Trustee. In case some other disposition of such cash or other proceeds or other moneys is required by some mortgage, deed of trust or other instrument prior to this indenture, the interest of the Railroad Company therein or in any property acquired thereby, shall, subject to such mortgage, deed of trust or other instrument prior to this indenture, be and become subject to this indenture.

Any moneys received by the Corporate Trustee pursuant to the provisions of this Article Ten (including moneys received pursuant to Section 5 of this Article Ten, to the extent not paid over to the Railroad Company as therein provided) shall be held by the Corporate Trustee and, if no event of default shall have happened and be continuing, shall be applied at the request of the Railroad Company, in the same manner as is provided in Section 16 of Article Five of this indenture in respect of moneys received by the Corporate Trustee pursuant to the provisions of said Section 16 of Article Five.

Any property or rights received by the Railroad Company in exchange for any property or rights released from the lien of this indenture shall be and become subject to this indenture.

SECTION 14. In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article Ten be required to see to the application of the purchase money.

SECTION 15. In case the mortgaged premises shall be in the possession of a receiver lawfully appointed, the powers in and by this Article Ten conferred upon the Railroad Company may be exercised by such receiver with the approval of the Corporate Trustee, and if the Trustees shall be in possession of the mortgaged premises under any provision of this indenture, then all the powers by this Article Ten conferred upon the Railroad Company may be exercised by the Trustees in their discretion. In case of the exercise of said powers by a receiver, such receiver shall deliver to the Corporate Trustee, in lieu of the resolutions, certificates and opinion by this Article Ten required to be delivered to the Corporate Trustee by the Railroad Company, appropriate orders of court, affidavits of such receiver and opinions of counsel to such receiver.

SECTION 16. Upon the written request of the Railroad Company, if no event of default shall have happened and be continuing, accompanied by a written certificate or statement of the trustee under any mortgage or deed of trust prior to the lien of this indenture, stating that in order to comply with the covenants of said mortgage or deed of trust in regard to the replacement of equipment subject thereto, it is necessary for the Railroad Company to transfer to such trustee, upon the trusts of said mortgage or deed of trust, the equipment specified in said certificate or statements, the Trustees, anything herein contained to the contrary notwithstanding, shall take such steps as may be necessary to subordinate the lien of this indenture, in respect of any of such equipment which may be subject to this indenture, to the lien of such mortgage or deed of trust. Such written statement or certificate of the trustee under such prior mortgage or deed of trust shall be sufficient warrant to the Trustees hereunder for any action called for by this Section 16, and shall be full protection to the Trustees for any action taken on the faith thereof.

SECTION 17. The Trustees shall not release from the lien of this indenture any property which shall be subject to the lien of a prior mortgage unless the same shall have been or shall simultaneously be released by the trustee or trustees of such prior mortgage.

SECTION 18. The Trustees may consent to, or join in, any action by the trustee or trustees of any prior mortgage under which stocks or bonds assigned hereunder shall be pledged, which the Trustees by the terms of this Article Ten would be authorized themselves to take if such stocks and bonds were pledged with the Trustees hereunder.

ARTICLE ELEVEN

Concerning the Trustees

SECTION 1. The Trustees accept the trusts of this indenture and agree to execute them upon the following terms and conditions, to which the parties hereto and the holders of the First and Refunding Bonds agree:

(a) The Trustees shall be under no obligation to see to the record, registry or filing of this indenture or of any supplemental indenture or to the delivery to the Corporate Trustee of any of the bonds, obligations or stocks specified in the Granting Clauses; or, while not in possession thereof, to see to the insurance of the mortgaged premises, or to the payment of taxes and assessments thereon or on the trust estate; or to the performance or observance of any of the covenants or agreements hereof on the part of the Railroad Company.

(b) The Trustees shall be entitled to reasonable compensation for all services rendered by them in the execution of the trusts hereby created, which shall not be limited to the compensation of trustees of an express trust as provided by law, and such compensation, as well as the repayment of all advances made as herein authorized, and all reasonable expenses incurred, together with interest thereon at the rate of six per cent. per annum from the date of any disbursement therefor, the Railroad Company agrees to pay promptly from time to time as such services are rendered and as such expenses are incurred, which until paid shall constitute a lien upon the mortgaged property prior to any claim of the holders of First and Refunding Bonds

(c) The Trustees shall not be responsible in any manner whatsoever for the recitals herein contained.

(d) Unless and until the Trustees shall have received written notice to the contrary from the holders of not less than twenty per cent. in principal amount of the First and Refunding Bonds at the time outstanding, the Trustees may, for all the purposes of this indenture, assume that no default has been made in the payment of any of the First and Refunding Bonds or of the interest thereon, and unless and until the Trustees shall have received written notice to the contrary from the holders of not less than twenty per cent. in principal amount of the First and Refunding Bonds outstanding, the Trustees for all the purposes of this indenture may assume that no default has been made in the observance or performance of any of the covenants contained in the First and Refunding Bonds or in this indenture; that no receiver has been appointed of the Railroad Company or of its lines of railroad and property; that the Railroad Company is not in default under this indenture; and that none of the events hereinbefore denominated events of default has happened; that no default has been made by any company stock of which shall be assigned or pledged under this indenture, in the payment of the principal or interest of any bond or obligation; and that no receiver has been appointed of any such company or its property.

(e) The Trustees shall not be under any obligation to take any action toward the execution or enforcement of the trusts by this indenture created which, in their opinion, will be likely to involve them in expense or liability, unless one or more of the holders of the First and Refunding Bonds shall, as often as required by the Corporate Trustee, furnish to the Trustees security and indemnity satisfactory to the Trustees against such expense or liability; nor shall the Trustees be deemed to have knowledge or be chargeable with notice of any default hereunder unless notified in writing of such default by the holders of not less than twenty per cent. in principal amount of the First and Refunding Bonds then outstanding; or to take any action in respect of any such default involving expense or liability unless requested by an instrument in writing signed by the holders of not less than twenty per cent. in principal amount of the First and Refunding Bonds then outstanding, nor unless tendered reasonable security and indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor shall affect any discretion herein given to the Trustees to determine whether or not the Trustees shall take action in respect of such default, or to take action without such re-request.

(f) The Trustees may employ agents or attorneys in fact, and shall not be answerable for the default or misconduct of any agent or attorney appointed by the Trustees in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, Neither of the Trustees shall be responsible for the act or default of the other of them nor for anything whatever in connection with this trust, except its or his own wilful misconduct or gross negligence.

(g) The Trustees shall be reimbursed and indemnified against any liability or damage they may sustain or incur in the premises except by reason of their own wilful misconduct or gross negligence, and shall have a lien upon the trust estate under this indenture preferentially to the First and Refunding Bonds for their compensation, advances and expenses, and also for any such liability or damages.

(h) The Trustees may advise with counsel, and shall be fully protected in respect of any action under this indenture, taken or suffered in good faith by the Trustees, or either of them, in accordance with the opinion of counsel.

(i) The Trustees need not give to holders of stock or bonds assigned to the Trustees under any of the provisions of this indenture, notice of the assignment thereof under this indenture.

(j) The Trustees need not see to the application of the First and Refunding Bonds or their proceeds delivered or paid in accordance with the provisions of this indenture.

(k) The Trustees shall be protected in acting upon any notice, request, consent, opinion, certificate, bond, coupon, obligation or other paper or document believed by them to be genuine and to have been signed by the proper party or parties.

(l) as to any question of fact necessary to be determined by the Trustees under the provisions hereof, evidence or proof whereof is not herein specifically provided for, the Trustees may rely upon the written certificate of the President and the Comptroller of the Railroad Company, but the Trustees may make independent investigation should they so determine and in such case may rely thereon.

(m) The Trustees shall not be responsible for the execution or validity of this indenture or of the bonds or coupons issued and to be issued hereunder or intended to be secured hereby, nor for the sufficiency of the security provided herein, nor for the genuineness or validity of any securities, leases, instruments, conveyances or assignments of any property intended to be subjected to the lien of this indenture.

(n) The Trustees, or either of them, may become the owner of bonds and coupons secured by this indenture with the same rights they would have had if not Trustees.

(o) Any money received by the Corporate Trustee under any provision of this indenture may be treated by it, until required to be paid out conformably herewith, as a deposit without any liability for interest save such as it shall from time to time agree with the Railroad Company to allow thereon.

(p) It shall not be any part of the duties of the Trustees, or of either of them, to keep themselves informed or advised in respect of the payment of any taxes or assessments or to require payment thereof to be made. Any law of the United States, or of any state, now existing or hereafter enacted, to the contrary notwithstanding, the Trustees shall be under no obligation to pay any taxes or assessments of any kind or character of or in respect to the property mortgaged or pledged or the lien created, evidenced or secured by this indenture or any other tax or assessment of any kind or character levied or imposed by reason of, or upon, this indenture or the indebtedness secured hereby, nor shall the Trustees be liable because of the non-payment of any such tax or assessment.

(q) No implied covenant shall be read into this indenture against the Trustees, but the duties of the Trustees to the Railroad Company and to all others shall be determined solely by the provisions of this indenture; and all questions or controversies as to the liability of the Trustees hereunder shall be governed by the laws of the State of New York, and no action, suit or other legal proceedings against the Trustees, or either of them, shall be instituted or conducted in any court in any other state or country except with the written consent of the Corporate Trustee.

SECTION 2. The Trustees, or either of them, may resign, and be discharged from the trusts created by this indenture by giving to the Railroad Company notice in writing of such resignation, specifying a date when such resignation shall take effect which notice shall be published at least once, on a day not less than thirty days nor more than sixty days prior to the date so specified, in a newspaper of general circulation in the Borough of Manhattan, in the City and State of New York. Such resignation shall take effect on the day specified in such notice, unless previously withdrawn by like notice similarly served and published, or unless a successor trustee or trustees shall be appointed as hereinafter provided in which last mentioned event such resignation shall take effect immediately upon the appointment of such successor trustee or trustees. The Trustees shall also have the right, upon being directed by the holders of a majority in principal amount of the First and Refunding Bonds, pursuant to Section 22 of Article Seven hereof, to take any action which the Trustees shall be unwilling to take, forthwith to resign as Trustees hereunder and thereupon be discharged from the trusts created by this indenture, by giving to the Railroad Company notice in writing of such resignation.

Either Trustee or any successor hereunder may be removed at any time by an instrument in writing signed by the holders of a majority in principal amount of the First and

Refunding Bonds at the time outstanding, or their attorneys thereunto duly authorized and the Individual Trustee or any successor at any time appointed in succession to him, may also at any time be removed by the Corporate Trustee or any corporate trustee appointed in succession to it. Upon resignation or removal, any trustee shall be entitled to the payment of its or his expenses, advances and reasonable charges for the services rendered by such trustee in the management of the trust.

SECTION 3. Any 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 such successor to it, may be consolidated, or any company resulting from any merger or consolidation to which the Corporate Trustee, or any such successor to it, shall be a party, provided such company shall be a corporation organized under the laws of the State of New York or a corporation organized as a national banking association under the laws of the United States of America and shall do business in the Borough of Manhattan, in the City and State of New York, shall be the successor Corporate Trustee under this indenture, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. In case any of the First and Refunding Bonds shall have been authenticated, but not delivered, any such successor may adopt the certificate of authentication of United States Mortgage and Trust Company, or of any successor to it, as Corporate Trustee hereunder, and deliver the same so authenticated; and in case any of the First and Refunding Bonds shall not have been authenticated, any successor Corporate Trustee may authenticate such bonds either in the name of any predecessor Corporate Trustee, or in the name of such successor Corporate Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said bonds or this indenture provided that the certificate of the Corporate Trustee shall have.

SECTION 4. In case at any time either of the Trustees, or any successor trustee, shall resign or shall be removed or otherwise shall become incapable of acting, or in case a vacancy shall arise from any cause in the trusteeship under this indenture, a successor or successors may be appointed by the holders of a majority in principal amount of the First and Refunding Bonds then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys in fact duly authorized; but until a new trustee or trustees shall be appointed by the bondholders as herein authorized, the Railroad Company by an instrument executed by order of its Board of Directors, may appoint a trustee or trustees to fill such vacancy. Any trustee appointed under any of the provisions of this Article, in succession to United States Mortgage and Trust Company, the Corporate Trustee, or in succession to any such successor, shall be a trust company organized under the laws of the State of New York, or a corporation organized as a national banking association under the laws of the United States of America, having an office in the Borough of Manhattan, in the City and State of New York and having a capital and surplus aggregating at lease ten million dollars ($10,000,000); and any trustee appointed in succession to said Calvert Brewer shall always be an individual; but no trustee shall be so appointed by the Railroad Company in succession to the Individual Trustee without the approval of the Corporate Trustee, or the successor for the time being of the Corporate Trustee in the trust, which may be expressed by joining in the instrument of appointment. After any such appointment by the Railroad Company, it shall publish notice of such appointment once during each of four successive calendar weeks, upon any days of the week, in a newspaper of general circulation in the Borough of Manhattan, in the City and State

of New York, and any new trustee or trustees so appointed by the Railroad Company shall immediately and without further act be superseded by a new trustee or trustees appointed in the manner above provided by the holders of a majority in amount of the First and Refunding Bonds, if such appointment by such bondholders be made prior to the expiration of twelve months after the completion of such publication of notice.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Railroad Company an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with all the estates, interests, properties, rights, powers, trusts, duties and obligations of its or his predecessor in the trust 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, interests, properties, rights, powers and trusts of the trustee so ceasing to act; and, upon request of any such successor trustee, the Railroad Company shall make, execute, acknowledge and deliver any and all deeds, conveyances or other instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such estates, interests, properties, rights, powers and duties. All the conveyances and instruments hereinbefore provided for shall be at the cost of the Railroad Company and its successors.

Until the moneys secured by the First and Refunding Bonds or some one or more of them, shall become payable under the provisions therein or herein contained, or until the Trustees shall, under the provisions hereof, become entitled to enter upon the mortgaged premises, the Corporate Trustee or any corporate trustee appointed trustee hereunder in succession to it, may solely have and exercise the powers, and shall solely be charged with the performance of the duties herein before declared on the part of the Trustees to be had and exercised or to be performed. Any request in writing by the Corporate Trustee or by any corporate trustee appointed in succession to it, to the Individual Trustee hereunder or to any trustee appointed in succession to him, shall be sufficient warrant for the Individual Trustee or his successor taking such action as may be so requested, and full protection for any action taken in accordance with such request. Such Individual Trustee or any successor may delegate to his corporate co-trustee the exercise of any power, discretionary or otherwise, conferred by any of the provisions of this indenture. The said Calvert Brewer has been joined as trustee in order to comply with existing statutory requirements respecting trustees under deeds of trust of property in the states, or some of them, in which the mortgaged premises or part thereof are situate, and shall as such trustee possess such powers, and such powers only, as may be necessary to comply with such requirements. In case by reason of the repeal of such requirements, or for any other reason, it shall not be necessary that one of the trustees shall be an individual, said Calvert Brewer, or any successor in the trust theretofore appointed in succession to him, shall forthwith cease to be a trustee, and all powers of said Calvert Brewer or any trustee successor to him, shall forthwith terminate, as shall his or his successor's right, title or interest in and to the mortgaged premises and other the trust estate, and no successor in the trust to said Calvert Brewer shall be appointed, and all the title, rights and powers of the Trustees shall devolve upon the Corporate Trustee and its successors alone. In case the Individual Trustee, or his successor, shall die, become incapable of acting, resign or be removed, all the estates,

properties, rights, powers, trusts, duties and obligations of the Trustees hereunder, shall, so far as permitted by law, vest in, and be exercised by, the Corporate Trustee, or its successor in the trust, unless and until there shall be appointed a new trustee as successor to the Individual Trustee.

SECTION 5. At any time or times, in order to conform to any legal requirement, the Railroad Company and the Corporate Trustee shall have power to appoint, and shall unite in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint one or more persons or corporations, approved by the Corporate Trustee, either to act as co-trustee or co-trustees of all or any of the property subject to the lien hereof, jointly with the Trustees originally named herein, or any successor trustee, or to act as separate trustee or trustees of any such property, and in either case with such powers and authority, not inconsistent herewith, as may be specified in the instrument of appointment.

ARTICLE TWELVE

Possession Until Default -- Defeasance Clause

SECTION 1. Until some default shall have been made in the due and punctual payment of the interest or of the principal of the First and Refunding Bonds at any time outstanding, or of some part of such interest or principal, or until some one or more of the events of default specified in clauses (c), (d), (e), (f), (g) or (h) of Section 2 of Article Seven hereof shall have happened, the Railroad Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the property subject to this indenture (other than bonds, certificates of stock, cash and other property assigned or pledged, or to be assigned or pledged hereunder), 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 tolls, earnings, income, rents, issues and profits of such property (as well as of such bonds, stock, cash and other property so assigned or pledged hereunder).

The Railroad Company covenants and agrees that from such income, after payment of the operating and maintenance expenses of the mortgaged premises embraced in the trust estate, taxes, the interest maturing on other bonds or obligations secured by mortgage or other instrument prior in lien to this indenture upon the trust estate, and other proper prior charges, the interest maturing upon the First and Refunding Bonds shall first be paid, and such income whether before or after the happening of an event of default and whether the mortgaged premises be operated by the Railroad Company or by the Trustees under any power reserved under this indenture, or by a receiver or receivers appointed by any court at the instance of the Railroad Company or of the Trustees or of any mortgagee, stockholder, creditor or other person interested in the Railroad Company and having the right to apply for such appointment, shall be primarily pledged and applied, subject only as otherwise in this indenture specifically provided, to the payment of the principal and interest of the First and Refunding Bonds.

SECTION 2. If, when the First and Refunding Bonds shall become due and payable, the Railroad Company shall well and truly pay or cause to be paid the whole amount of the principal and interest due upon all of the First and Refunding Bonds and coupons then outstanding, or shall provide for the payment of such bonds and coupons by depositing with the Corporate Trustee the entire amount due or to become due thereon for principal and interest, or shall at any time cause all of the First and Refunding Bonds then outstanding to be extinguished and surrender the same to the Corporate Trustee for cancellation, and also shall pay or cause to be paid all other sums payable hereunder ~~by~~ by the Railroad Company, then and in that case at the election of the Railroad Company, all property, rights and interests hereby conveyed or assigned or pledged shall revert to the Railroad Company, and the estate, right, title and interest of the Trustees shall thereupon cease, determine and become void, and the Trustees in such case, on written demand of the Railroad Company, and at its cost and expense, shall cancel this indenture and enter satisfaction thereof upon the records, and shall assign and transfer or cause to be assigned and transferred and shall deliver or cause to be delivered to or on the order of the Railroad Company all personal property and moneys then held by the Corporate Trustee hereunder, other than any moneys deposited with it under this Section 2, and shall deliver to or on the order of the Railroad Company orders for the payment of any moneys deposited with other depositaries as in this indenture provided. Any money deposited with the Corporate Trustee under this Section 2 shall be held by the Corporate Trustee as a trust deposit and applied by it to the payment of the First and Refunding Bonds and coupons in respect whereof such money shall have been deposited. Any money so deposited with the Corporate Trustee remaining unclaimed for six years after the date when such First and Refunding Bonds and coupons shall be payable shall then be repaid by the Corporate Trustee to the Railroad Company, and all liability of the Corporate Trustee with respect to such money shall thereupon cease and the holders of such First and Refunding Bonds and coupons shall thereafter be entitled to look only to the Railroad Company for payment thereof. In no event shall the holder of such First and Refunding Bonds and coupons be entitled to interest upon such money whether held by the Corporate Trustee or so repaid to the Railroad Company.

All First and Refunding Bonds and coupons paid hereunder shall be cancelled and on its written request delivered to the Railroad Company or cremated.

ARTICLE THIRTEEN

Consolidation, Merger, Sale and Lease

SECTION 1. This Article is expressly subject to Article Six and nothing herein contained shall be deemed to limit, restrict or modify any rights, powers or privileges conferred by said Article Six, or to apply to any action taken in pursuance of power and authority granted by said Article Six.

SECTION 2. Nothing in this indenture or in any First and Refunding Bond shall prevent the Railroad Company from taking over the property of any company, or shall prevent the consolidation with the Railroad Company of any company, or shall prevent the merger into the Railroad Company of any company, or shall prevent any merger of the Railroad Company into any company, or shall prevent the sale by the Railroad Company of the mortgaged property as an entirety, or substantially as an entirety, to any other company; provided that any such consolidation or merger or sale shall be on such terms as to preserve and not to impair the lien or security of this indenture or any of the rights and powers of the Trustees or of the holders of the First and Refunding Bonds; and provided that any successor corporation formed by such consolidation, or the corporation into which the Railroad Company shall be merged, shall, as a part of such consolidation or merger, expressly assume the due and punctual payment of the principal and interest of all the First and Refunding Bonds and the performance of all the covenants and conditions of this indenture, and shall execute and deliver to the Corporate Trustee a proper indenture to the Trustees in form satisfactory to the Corporate Trustee,

whereby such successor corporation formed by such consolidation, or the corporation into which the Railroad Company shall be merged, shall so assume the due and punctual payment of the principal and interest of all the First and Refunding Bonds and the performance of all the covenants and conditions of this indenture; and provided that, as a condition of any such sale of the mortgaged property of the Railroad Company as an entirety, or substantially as an entirety, the corporation to which such property shall be sold as an entirety, or substantially as an entirety, shall, as a part of the purchase price thereof, expressly assume the due and punctual payment of the principal and interest of all the First and Refunding Bonds and the performance of all the covenants and conditions of this indenture, and shall, simultaneously with the delivery to it of such conveyance, execute and deliver to the Corporate Trustee a proper indenture to the Trustees, in form satisfactory to the Corporate Trustee, whereby such purchasing corporation shall so assume the due and punctual payment of the principal and interest of all the First and Refunding Bonds and the performance of all the covenants and conditions of this indenture.

SECTION 3. In case any company shall be consolidated with the Railroad Company, or in case the Railroad Company shall be merged into any other company, or in case the mortgaged property of the Railroad Company as an entirety, or substantially as an entirety, shall become vested in some other company, the company formed by such consolidation or into which the Railroad Company shall have been merged, or which shall have become vested with the mortgaged property of the Railroad Company as an entirety, or substantially as an entirety, upon executing and delivering to the Corporate Trustee an indenture to the Trustees to the effect provided by Section 2 of this Article Thirteen, or, in case of Federal incorporation, the Federal corporation, upon executing and delivering to the Corporate Trustee a proper indenture to the Trustees in form satisfactory to the Corporate Trustee whereby said Federal corporation shall expressly assume the due and punctual payment of the principal and interest of all the First and Refunding Bonds and the performance of all the covenants and conditions of this indenture, shall succeed to and be substituted for the Railroad Company, with the same effect as if it had been named herein as the party of the first part hereto, and such corporation may thereupon cause to be signed and may issue, either in its own name or in the name of the Railroad Company, any or all of the First and Refunding Bonds which shall not theretofore have been signed by the Railroad Company and delivered to the Corporate Trustee, and the Corporate Trustee, upon the order of such corporation, in lieu of the Railroad Company, and subject to all the terms, conditions and restrictions herein prescribed, shall authenticate any and all bonds which shall have been previously signed by the officers of the Railroad Company and delivered to the Corporate Trustee for authentication, and any of such bonds which such corporation shall thereafter cause to be signed and delivered to the Corporate Trustee as aforesaid for that purpose. All bonds so issued shall in all respects 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 actually issued by the Railroad Company as of the date of the execution hereof.

SECTION 4. For every purpose of this indenture, including the execution, issue and use of any and all the First and Refunding Bonds, the term, the Railroad Company, includes and means not only the Railroad Company, but also any such successor corporation. Every such successor corporation shall possess, and from time to time may exercise, each and every right and power hereunder of the Railroad Company, in its name or otherwise, and any act or proceeding by any provision of this indenture required to be done or performed by any board or officer of the Railroad Company may be done and performed with

like force and effect by the like board or officer of any corporation that shall at the time be such lawful successor of the Railroad Company.

SECTION 5. Nothing in this indenture or in any First and Refunding Bond shall prevent any lease by the Railroad Company, subject to the continuing lien of this indenture and to all the provisions thereof, of the mortgaged property as an entirety, or substantially as an entirety, to any other company; provided, however, that such lease, as part of the rental thereby reserved, shall require the lessee thereunder to pay the principal and interest payable during the term of said lease on all First and Refunding Bonds from time to time outstanding under this indenture, and shall be made subject to termination, at the election of the Trustees hereunder, in case of the happening of an event of default, and, in case of a sale of the property subject to this indenture in enforcement of this indenture, at the election of the purchaser.

ARTICLE FOURTEEN

Sundry Provisions

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

SECTION 2. Except where the context otherwise requires,

(a) the words, the Trustees, shall mean the trustee or trustees for the time being under this indenture whether original or successor;

(b) the words, the Corporate Trustee, shall mean the Corporate Trustee for the time being whether original or successor;

(c) the words, the Individual Trustee, shall mean the Individual Trustee for the time being whether original or successor;

(d) the words, bonds, bondholders and holders, shall include both the singular and plural number;

(e) the words, holder and bondholder, shall include the registered owner of a registered bond;

(f) the word, majority, shall mean majority in principal amount;

(g) the word, securities, shall include, among other things, corporate stocks; and

(h) the words, outstanding First and Refunding Bonds, shall mean the First and Refunding Bonds theretofore authenticated and delivered by the Corporate Trustee and not thereafter cancelled, provided, however, that for the purpose of determining the amount of bonds required to make any request upon the Trustees hereunder, the words, outstanding First and Refunding Bonds, or similar expression, shall not be deemed to include bonds held in the treasury of the Railroad Company.

SECTION 3. Except as otherwise expressly provided in this indenture, any request, demand, election, order or other communication of the Railroad Company required to be delivered to the Trustees, or either of them hereunder, shall be sufficient if signed on behalf of the Railroad Company by its President under its corporate seal, attested by its Secretary.

Anything in this indenture to the contrary notwithstanding, the Chairman of the Board of Directors or Chairman of the Executive Committee or any Vice-President of the Railroad Company may sign any request, demand, election, order or certificate or other communication authorized or required to be delivered to the Trustees, or either of them

hereunder and to be signed by the President of the Railroad Company, either alone or with other officers of the Railroad Company; and similarly the Assistant Comptroller, Treasurer or any Assistant Treasurer of the Railroad Company may sign any such document authorized or required to be signed by the Comptroller of the Railroad Company, either alone or with other officers of the Railroad Company; any Assistant Secretary of the Railroad Company may sign, certify or attest any such document authorized or required to be signed, certified or attested by the Secretary of the Railroad Company, either alone or with other officers of the Railroad Company; the General Solicitor, General Attorney or Counsel for the Board of Directors of the Railroad Company may sign any such document authorized or required to be signed by the General Counsel of the Railroad Company, either alone or with other officers of the Railroad Company.

Anything in this indenture to the contrary notwithstanding, any request, demand, election, order or other communication or action authorized or required to be made or taken by the Board of Directors of the Railroad Company or to be evidenced by resolution of the Board of Directors of the Railroad Company may be made or taken by the Executive Committee of the Railroad Company or may be evidenced by resolution of the Executive Committee of the Railroad Company.

SECTION 4. In order to facilitate the record of this indenture, the same may be simultaneously executed in three hundred counterparts, each of which so executed shall be deemed to be an original; and such counterparts, or so many thereof as the Railroad Company and the Corporate Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

ARTICLE FIFTEEN

Parties in Interest

Nothing in this indenture expressed or implied is intended, or shall be construed, to confer upon, or to give to, any person or corporation, other than the parties hereto and the holders of the First and Refunding Bonds, any right, remedy or claim, under or by reason of this indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this indenture contained by or on behalf of the Railroad Company shall be for the sole and exclusive benefit of the parties hereto and of the holders of the First and Refunding Bonds. United States Mortgage and Trust Company and Calvert Brewer, the Trustees, the parties hereto of the second part, hereby accept the trusts in this indenture declared and provided, and agree to perform the same upon the terms and conditions hereinbefore set forth.

The Railroad Company certifies that the amount which at the date of the execution and delivery of this indenture has been advanced or is due under this indenture is a sum less than $1,000.

IN WITNESS WHEREOF, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the party hereto of the first part has caused this indenture to be signed in its corporate name and acknowledged or proved by its President or a Vice-President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary; and United States Mortgage and Trust Company, one of the parties hereto of the second part, has caused this indenture to be signed and acknowledged or proved by its President or a Vice-President, and its corporate seal to be hereunto

affixed and the same to be attested by its Secretary or an Assistant Secretary; and Calvert Brewer, the other of the parties hereto of the second part, has hereunto set his hand and seal.

Dated as of February 2, 1925.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

By Joseph H. Ream (SEAL)
Vice-President.

Attest:
Raymond H. Jack
Assistant Secretary.

UNITED STATES MORTGAGE AND TRUST COMPANY,

By R. F. Brown (SEAL)
Vice-President.

Attest:
H. C. Ottiwell
Assistant Secretary.

.Calvert.Brewer.....L. S.

Signed, sealed and delivered in presence of:

As to Chicago, Milwaukee, St. Paul and Pacific Railroad Company:

Edward J. Carey

F. W. Myers

As to United States Mortgage and Trust Company:

Edward J. Carey

F. W. Myers

As to Calvert Brewer:

Edward J. Carey

F. W. Myers

STATE OF NEW YORK,)
(ss.:
County of New York,)

I, Edward E. Watts, Jr., 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 13th day of January, A. D. 1928, 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, Joseph H. Ream and Raymond H. Jack, each to me personally known and known to me to be, respectively, a Vice-President and an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific 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 Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said Joseph H. Ream and Raymond H. Jack, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say, and acknowledge to me in the presence of said witnesses that said Joseph H. Ream, resides in the City of New York, in the State of New York, and that said Raymond H. Jack resides in the City of New York, in the State of New York; that said Joseph H. Ream is a Vice-President, and said Raymond H. Jack is an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said Joseph H. Ream, Vice-President,

and said Raymond H. Jack, Assistant Secretary, 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 said instrument was signed and sealed 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 and executed the foregoing instrument in their respective capacities as Vice-President and Assistent Secretary in behalf of said corporation by like order and authority; that they signed, sealed executed and delivered 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 mentioned, stated and set forth; and they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation duly 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 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, 1929.

Edward E. Watts, Jr.

Notary Public in and for the State of New York, County of New York.

(NOTARIAL SEAL)

Notary Public New York County
N. Y. Co. Clerk's No. 75 Reg. No. 9213
Kings Co. Clerk's No. 38 Reg. No. 9167
Commission expires March 30, 1929

Form 1

STATE OF NEW YORK,)
County of New York,) (ss.: No. 82419 SERIES B

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

EDWARD E. WATTS, JR.

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon, written, was, at the time of taking such deposition or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof of acknowledgment is genuine.

(SEAL)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 17 day of January 1928.

Seal

Wm. T. Collins
Clerk.

STATE OF NEW YORK,)
County of New York,) (ss.:

I, Edward E. Watts, Jr., 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 13th day of January, A. D. 1928, 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, R. F. Brown and H. C. Ottiwell, each to me personally known and known to me to be, respectively, a Vice-President and an Assistant Secretary of UNITED STATES MORTGAGE AND TRUST 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 Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. F. Brown and H. C. Ottiwell, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say, and acknowledge to me in the presence of said witnesses that said R. F. Brown resides in the City of Passaic, in the State of New Jersey, and that said H. C. Ottiwell resides in the City of New York, in the State of New York; that said R. F. Brown is a Vice-President, and H. C. Ottiwell is an Assistant Secretary of UNITED STATES MORTGAGE AND TRUST COMPANY, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said R. F. Brown, Vice-President, and said H. C. Ottiwell, Assistant Secretary, 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 said instrument was signed and sealed 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 and executed the foregoing instrument in their respective capacities as Vice-President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered 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 mentioned, stated and set forth; and they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation duly 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 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, 1929.

Edward E. Watts, Jr.

Notary Public in and for the State of New York, County of New York.

(NOTARIAL SEAL)

Notary Public New York County
N. Y. Co. Clerk's No. 75 Reg. No. 9213
Kings Co. Clerk's No. 38 Reg. No. 9167
Commission expires March 30, 1929

Form 1

STATE OF NEW YORK,)
(ss.:
County of New York,)

No. . .82418. . . . . SERIES B

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

EDWARD E. WATTS, JR.

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon, written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

(SEAL)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 17 day of January 1928.

. .Wm. T. Collins . . . . .
Clerk.

STATE OF NEW YORK,)
(SS.:
County of New York,)

I, Edward E. Watts, Jr., 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 13th day of January, A. D. 1928, 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, Calvert Brewer, to me personally known and known to me to be the individual described and named in and the identical person 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 Calvert Brewer duly acknowledged to me in the presence of said witnesses that he signed, sealed, executed and delivered said instrument as his free and voluntary act and deed for the consideration, objects, uses and purposes therein mentioned, 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.

My commission as such Notary Public expires March 30, 1929.

Edwards E. Watts, Jr.
Notary Public in and for the State of
New York, County of New York.

(NOTARIAL SEAL)

Notary Public New York County
N. Y. Co. Clerk's No. 75 Reg. No. 9213
Kings Co. Clerk's No. 38 Reg. No. 9167
Commission expires March 30, 1929

Form 1

STATE OF NEW YORK,)
(ss.:
County of New York,)

No. . . 82417 . . . .SERIES B

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

EDWARD E. WATTS, JR.

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon, written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposses; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

(SEAL)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 17 day of January 1928.

. .Wm. T. Collins . . . .
Clerk.

STATE OF NEW YORK,)
(SS.:
County of New York,)

Joseph H. Ream and Raymond H. Jack being severally duly sworn, each for himself and not one for the other on oath deposes and says that they, said Joseph H. Ream and Raymond H. Jack, are, respectively, a Vice-President and an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the mortgagor in the foregoing mortgage, and that this affidavit is made by them as agents of and in behalf of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company; that the foregoing mortgage is based upon adequate and actual consideration given in good faith for the purposes in such instrument set forth, 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 set forth and interest thereon as provided therein, and is made without any design to hinder, delay or defraud creditors.

. . Joseph H. Ream . . . . .
Vice-President.

(NOTARIAL SEAL)

. . Raymond H. Jack . . . .
Assistant Secretary.

Subscribed and sworn to before me this
13th day of January, A. D. 1928.

. Edward E. Watts, Jr. . . .
Notary Public.

Notary Public New York County
N. Y. Co. Clerk's No. 75 Reg. No. 9213
Kings Co. Clerk's No. 38 Reg. No. 9167
Commission expires March 30, 1929

Form 1

STATE OF NEW YORK,)
County of New York,) (ss.: No. 82416 SERIES B

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

EDWARD E. WATTS, JR.

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon, written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes;

(SEAL)

and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said Stateof New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 17 day of January 1928.

Wm. T. Collins
Clerk.

STATE OF NEW YORK,)
County of New York,) (SS.:

R. F. BROWN, H. C. OTTIWELL and CALVERT BREWER being severally duly sworn, each for himself and not one for the other, on oath deposes and says that they, said R. F. BROWN and H. C. OTTIWELL, are, respectively, a Vice-President and an Assistant Secretary of United States Mortgage and Trust Company, one of the mortgagees and trustees under the foregoing mortgage, and that he, said Calvert Brewer, is the other of the said mortgagees and trustees under the foregoing mortgage; that the foregoing mortgage is based upon adequate and actual consideration given in good faith for the purposes in such instrument set forth, that the foregoing mortgage is made in good faith to secure, according to the terms of said mortgage, the First and Refunding Mortgage Bonds of the mortgagor to the aggregate principal amount as therein set forth and interest thereon as provided therein, and is made without any design to hinder, delay or defraud creditors.

R. F. Brown
Vice-President.

H. C. Ottiwell
Assistant Secretary.

Calvert Brewer

Subscribed and sworn to before me this 13th day of January, A. D. 1928.

Edward E. Watts, Jr.
Notary Public.

(NOTARIAL SEAL)

Notary Public New York County
N. Y. Co. Clerk's No. 75 Reg. No. 9213
Kings Co. Clerk's No. 38 Reg. No. 9167
Commission expires March 30, 1929

Form 1

STATE OF NEW YORK,)
County of New York,) (ss.: No. 82415 SERIES B

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

EDWARD E. WATTS, JR.

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon, written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general

(SEAL)

purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 17 day of January 1928.

Wm. T. Collins
Clerk.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) (SS.:

Joseph H. Ream upon his oath deposes and says: that he is an officer of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the mortgagor named in the foregoing instrument, to wit, a Vice-President of said Company, that this statement is made by him as agent of and in behalf of said Company and that the amount which at this time has been advanced or is due under the foregoing instrument is a sum less than One thousand dollars ($1,000).

Joseph H. Ream

Subscribed and sworn to before me this 13th day of January, A. D. 1928.

Edward E. Watts, Jr.
Notary Public

My commission expires March 30, 1929.

(NOTARIAL SEAL)

Notary Public New York County
N. Y. Co. Clerk's No. 75 Reg. No. 9213
Kings Co. Clerk's No. 38 Reg. No. 9167
Commission expires March 30, 1929

Form 1

STATE OF NEW YORK,)
County of New York,) (ss.: No. 82414 SERIES B

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

EDWARD E. WATTS, JR.

whose name is subscribed to the deposition or certificate of the proof

(SEAL)

or acknowledgment of the annexed instrument, and thereon, written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and

authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 17 day of January 1928.

Wm. T. Collins
Clerk.

State of Wisconsin } ss.
DEPARTMENT OF STATE

Received this 8th *day of* March *A. D. 19* 28 *at* 4:35 *o'clock P. M. and recorded in Vol.* 27 *of* R. R. Mortgages *on page* 77 - 192 incl. Etc.

Robert L. Siebecker
Assistant Secretary of State

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Indexed 25

SUPPLEMENTAL INDENTURE

TO

FIRST AND REFUNDING GOLD BOND MORTGAGE

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

THE FARMERS' LOAN AND TRUST COMPANY

TRUSTEE.

Dated May 9, 1928

INDENTURE, made this 9th day of May, 1928, between CHICAGO AND NORTH WESTERN RAILWAY COMPANY (hereinafter called the Railway Company), a corporation of the States of Illinois, Wisconsin and Michigan, party of the first part, and THE FARMERS' LOAN AND TRUST COMPANY (hereinafter called the Trustee), a corporation of the State of New York, as Trustee under the First and Refunding Gold Bond Mortgage (hereinafter called the Mortgage), dated May 1, 1920, made by the Railway Company to the Trustee and Edwin S. Marston, as Trustees, party of the second part, being an indenture Supplemental to the Mortgage.

WHEREAS, the Rail way Company has heretofore executed and delivered to the Trustee and Edwin S. Marston its First and Refunding Gold Bond Mortgage, dated May 1, 1920, providing for the issue of First and Refunding Mortgage Gold Bonds of the Railway Company (hereinafter called the Bonds) to an aggregate principal amount at any one time outstanding, which, together with all outstanding prior debt of the Railway Company, as defined in the Mortgage, after deducting therefrom the amount of all Bonds reserved under the provisions of the Mortgage to retire prior debt at or before maturity, shall not exceed three times the par value of the then outstanding capital stock of the Railway Company or of a successor corporation; and

WHEREAS Edwin S. Marston, one of the Trustees under the Mortgage, and herein called the "Individual Trustee", has died and no successor to said Individual Trustee has been appointed; and

WHEREAS there have been authenticated and delivered by the Trustee under the Mortgage $50,822,000 principal amount of Bonds, of which $15,250,000 principal amount bearing interest at the rate of 5 per cent per annum and $20,572,000 principal amount, of which $416,000 were authenticated and delivered as 6 per cent Bonds and $20,156,000 as 5 per cent Bonds but stamped as bearing interest at the rate of only 4½ per cent per annum, are outstanding in the hands of the public, and $15,000,000 principal amount bearing interest at the rate of 6 per cent per annum are pledged to secure certain indebtedness of the Railway Company; and

WHEREAS it is desirable, in the interest of the Railway Company and of all present and future holders of outstanding Bonds to provide for the issue under the Mortgage of

Bonds containing an agreement by the holders thereof that the Railway Company at its option may repurchase the same on the terms therein specified; and

WHEREAS it is desirable to provide for the substitution, as hereinafter provided, in lieu of Bonds in respect of which, by agreement between the Railway Company and the holders thereof, the interest rate therein expressed shall have been decreased or a right of repurchase by the Railway Company at its option shall have been provided, modified or eliminated, of other Bonds expressing on their face the terms of such agreement; and

WHEREAS it is desirable to provide for certain payments to be made to the Trustee in case of the authentication of Bonds or the payment of deposited cash under the Mortgage in respect of the construction or acquisition of rolling stock or floating equipment; and

WHEREAS, under Article Eleven of the Mortgage, the Railway Company and the Trustee are authorized, among other things, from time to time and at any time, to enter into an indenture or indentures supplemental to the Mortgage, and which shall thereafter form a part of the Mortgage, for certain purposes in said Article Eleven specified, including the purpose of making such provision in regard to matters or questions arising under the Mortgage as may be necessary or desirable and not inconsistent with the Mortgage;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, lawful money of the United States, to the Railway Company duly paid by the Trustee at or before the ensealing and delivery of this Indenture, receipt whereof is hereby acknowledged, the Railway Company has covenanted and agreed and does hereby covenant and agree with the Trustee, for the common and equal benefit of all and singular the person or persons, firm or firms, bodies politic or corporate, who from time to time shall be holders of any of the Bonds, as follows:

ARTICLE FIRST.

SECTION 1. Reference to this Supplemental Indenture shall be inserted in each Bond authenticated after the execution hereof and in the authentication certificate of the Trustee endorsed on each such Bond, provided, however, that the provisions of this Section 1 shall not apply to Bonds authenticated pursuant to the provisions of Section 3, Section 4, Section 5, or Section 6 of Article Two of the Mortgage in exchange for, or in lieu of, Bonds which, and the authentication certificates upon which, do not contain such reference.

Such certificate of the Trustee endorsed on Bonds authenticated after the execution hereof as aforesaid shall be substantially as follows, to wit:

"This is to certify that this is one of the bonds described in the within mentioned indenture dated May 1, 1920, as supplemented by a Supplemental Indenture dated May 9th, 1928.

THE FARMERS LOAN AND TRUST COMPANY

Trustee,

By.....

"

SECTION 2. For convenience, all Bonds authenticated after the execution hereof (other than Bonds authenticated pursuant to the provisions of Section 3, Section 4, Section 5 or Section 6 of Article Two of the Mortgage in exchange for, or in lieu of, Bonds not by their terms designated as part of a specified series) shall be designated as part of a specified series, the first Bonds so authenticated to be designated as of Series C and subsequent issues to be designated either as of Series C, or as of any other series, such other series to be designated Series D, Series E, etc. The series of which each such Bond forms a part shall be specified in the title of such Bond and shall be described in the resolution provided for in Section 7 of Article Two of the Mortgage. All Bonds of the same series shall be identical except for the changes authorized or permitted by the Mortgage and/or this Indenture as between coupon and registered Bonds and Bonds of different denominations.

SECTION 3. The Railway Company may reserve the right, by express provision in the Bonds of any designated series authenticated after the execution hereof, to repurchase at its option all the Bonds of such series (or, if so specified in such Bonds, any of such Bonds) at such time or times and on such terms as may be determined by the Board of Directors of the Railway Company prior to the authentication thereof and expressed in the Bonds of such series. There shall be inserted in the coupon Bonds of every series in respect of which such right is reserved a provision substantially as follows, with any modifications necessary or proper accurately to express the terms on which such right of repurchase may be exercised:

"The Railway Company is entitled to repurchase (here insert either 'all the Bonds of this Series, but not a part thereof' or 'this Bond' or such other phrase as the Board of Directors may determine to be appropriate to express such right of repurchase) at its option on any semi-annual interest payment date after ..... at ..... and accrued interest to the date fixed for such purchase upon not less than thirty days' prior notice given, as provided in said Supplemental Indenture, by publication at least once a week for four successive weeks in two daily newspapers printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York. The holder of this Bond agrees by acceptance hereof that he will resell this Bond to the Company on said terms, when duly called for repurchase as aforesaid. Unless the Railway Company shall fail to make payment of said purchase price on presentation for that purpose of the Bonds called for repurchase, no interest shall, except as hereinafter provided, accrue or become due or be payable in respect of the Bonds so called for repurchase, after the repurchase date specified in any such notice, and, except as hereinafter provided, coupons appurtenant to such Bonds maturing after the repurchase date shall be void. Bonds so repurchased by the Railway Company shall not be deemed to be paid or canceled, and any Bond so repurchased may be sold or otherwise disposed of by the Railway Company, in its discretion, whereupon such Bond shall again bear interest as therein provided and the coupons thereto attached maturing after such sale or other disposition shall not be void."

A similar provision shall be inserted in registered Bonds of every such series, except that the word "owner" shall be substituted for the word "holder", and all references to coupons shall be eliminated.

There shall also be inserted in the coupons appurtenant to any Bond so made subject to repurchase, due after the first date on which such Bond may be so repurchased,

after the words "on the first day of.....," the words "unless the Railway Company shall have theretofore exercised its option to repurchase the Bond hereinafter specified, as therein provided, and made provision for the payment of the purchase price thereof."

Except as herein otherwise provided, all Bonds and appurtenant coupons shall be substantially in the respective forms set out in the Mortgage.

SECTION 4. In case the Railway Company shall desire to exercise such right to repurchase all, or, as the case may be, any part of the Bonds of a particular series, in accordance with the provisions thereof, it shall cause to be published in two daily newspapers printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York, at least once a week for four successive weeks, the first publication to be not less than thirty days nor more than sixty days prior to the date designated for repurchase, a notice to the effect that the Railway Company has elected to repurchase on such date all the Bonds of the series therein specified (or, in case of repurchase of less than all the Bonds of a series, the Bonds specified by number in said notice, which at the request of the Railway Company shall be designated by the Trustee by lot) and requiring all such Bonds so to be repurchased to be presented on such date at the office or agency of the Railway Company specified in such notice for purchase at the price specified in such Bonds. Such notice shall also state that, unless the Railway Company shall fail to make payment of said purchase price on presentation of the Bonds called for repurchase, no interest shall accrue or become due or payable in respect of such Bonds after the repurchase date specified in such notice. Upon advertisement of such notice by the Railway Company as aforesaid the Bonds so called for repurchase shall be required to be presented for that purpose on the date and at the place so specified and unless the Railway Company shall fail to make payment of the purchase price of said Bonds on presentation thereof, no interest shall, except as hereinafter provided, accrue or become due and payable in respect of such Bonds after the repurchase date specified in such notice, and, except as herein after provided, coupons, if any, appurtenant to such Bonds maturing after such repurchase date shall be void. A similar notice shall be sent by the Railway Company through the mails, postage prepaid, at least thrity days prior to the repurchase date, to the holders of registered Bonds or of Bonds registered as to principal which shall have been called for repurchase, whose addresses shall appear on the transfer register, but the mailing of such notice shall not be a condition precedent to such purchase.

Bonds so repurchased by the Railway Company shall not be deemed to be paid or canceled, but may be sold or otherwise disposed of by the Railway Company in its discretion, whereupon such Bonds shall again bear interest as therein provided, and coupons thereto attached, if any, maturing after such sale or other disposition shall not be void.

SECTION 5. The Railway Company shall give the Trustee notice in writing signed by the President or any Vice President, and by the Secretary of the Railway Company.

(a) of the exercise by the Railway Company of any right of repurchase of any Bonds, and

(b) of the sale or other disposition by the Railway Company of any Bonds repurchased by the Railway Company.

Notice pursuant to the foregoing subdivision (a) shall be given not more than thirty nor less than ten days prior to the repurchase date, and shall specify the Bonds to be

repurchased. Notice pursuant to the foregoing subidivision (b) shall be given not more than five days after the sale or other disposition by the Railway Company of any repurchased Bonds.

The Trustee may assume that the statements contained in any such notice are accurate, and shall incur no liability for any action taken or authorized by it on the basis of the statements contained in any such notice. The Trustee may conclusively presume that no Bonds (other than Bonds specified in a notice given pursuant to the foregoing subidivision (a)) have been called for repurchase, and that no repurchased bonds (other than Bonds specified in a notice given pursuant to the foregoing subdivision (b)) have been sold or otherwise disposed of by the Railway Company, and shall not be affected by any notice to the contrary, other than a notice given pursuant to this Section 5.

ARTICLE SECOND.

SECTION 1. Whenever the Railway Company shall, after the date hereof, enter into any agreement with the holder of any Bond whereby the rate of interest payable on such Bond is reduced and/or whereby the Railway Company reserves the right at its option to repurchase such Bond or modifies the terms of, or eliminates, any such repurchase right previously existing in respect thereof, the Railway Company shall forthwith file with the Trustee

(a) a copy of such agreement, certified as correct by the President or any Vice President, and also by the Secretary of the Railway Company, together with a duly certified copy of a resolution of the Board of Directors of the Railway Company authorizing the making of such agreement;

(b) A certificate, signed by the President, or any Vice President and by the Secretary of the Railway Company, specifying the series, numbers and denominations of the Bonds covered by such agreement; and

(c) a duly certified copy of a resolution of the Board of Directors of the Railway Company, specifying the series of which Bonds issued in lieu of Bonds covered by such agreement, pursuant to the provisions of Section 2 of this Article Second, shall form a part, and describing the terms of such series, which shall in all cases be the same terms contained in such agreement.

SECTION 2. Whenever any party (other than the Railway Company) to an agreement filed with the Trustee pursuant to subdivision (a) of Section 1 of this Article Second, or any assignee of any such party, shall surrender to the Trustee any Bond described in the certificate filed with the Trustee pursuant to sub division (b) of Section 1 of this Article Second, with all unmatured appurtenant coupons, for the purposes of receiving in lieu thereof a Bond expressing on its face the terms of such agreement, the Railway Company shall execute and deliver to the Trustee, and thereupon, upon cancellation of the Bond so surrendered, the Trustee shall authenticate and deliver to or on the order of the person surrendering such bond, and in lieu of such surrendered Bond, a Bond for the same principal amount, bearing all unmatured coupons,

such Bond so delivered to be in the same form as the Bond so surrendered, except that (a) such Bond shall be specified to be of the series designated in said resolution filed with the Trustee pursuant to subdivision (a) of Section 1 of this Article Second and (b) such bond shall contain on its face the same terms as to interest rate and as to right of repurchase, if any, as are contained in such agreement. Such Bond so authenticated and delivered in lieu of such surrendered Bond, shall not constitute a new obligation on the part of the Railway Company, but shall be deemed to constitute the same obligation as that constituted by the Bond so surrendered, and the holder or registered owner thereof shall succeed to, and have, all rights of the holder or registered owner of the Bond so surrendered, under the Mortgage and this Indenture, or otherwise, subject, however, to the express provisions of such substituted Bond.

In case any Bond surrendered to the Trustee pursuant to this Section 2 is a temporary Bond, the Trustee shall authenticate and deliver, as aforesaid, in lieu of such surrendered Bond, a definitive Bond or Bonds for a like aggregate principal amount, if such definitive Bonds have theretofore been executed by the Railway Company and delivered to the Trustee.

All Bonds surrendered to the Trustee pursuant to the provisions of this Section 2, together with the appurtenant coupons, shall be canceled, and, upon the written request of the Railway Company, shall be cremated or surrendered to the Railway Company.

For all purposes of this Section 2, the trustee shall be entitled to assume, without further inquiry, that the person surrendering any Bond specified in the certificate filed with the Trustee pursuant to subdivision (b) of Section 1 of this Article Second is a party to the agreement, a certified copy of which is filed with the Trustee pursuant to subdivision (a) of Section 1 of this Article Second, or an assignee of a party to such agreement

(a) if the Bond so surrendered is stamped with a notation referring to such agreement, or

(b) if the person surrendering such Bond purports to be the person, or one of the persons, named as a party in the certified copy of such agreement filed with the Trustee as aforesaid, or

(c) if the person surrendering such Bond delivers therewith to the Trustee an instrument of assignment of such Bond, purporting to be executed by one or more of the parties named in such certified copy, or furnishes other evidence of such assignment satisfactory to the Trustee in its uncontrolled discretion.

The Trustee shall incur no liability for any action taken by it hereunder in accordance with the foregoing provisions of this Section 2. The term "person" wherever used herein, shall be deemed to include the plural as well as the singular number, and also to include partnerships, corporations and unincorporated associations.

ARTICLE THIRD.

The duly executed certificate of the Trustee, as provided in this Indenture, upon any Bond executed in behalf of the Railway Company shall be conclusive evidence that the Bond so authenticated has been duly issued under the Mortgage and this Indenture and is entitled to the benefit of the trusts created by the Mortgage. All Bonds issued pursuant to the provisions of this Indenture are entitled to the use, benefit and security of the Mortgage proportionately with all other Bonds issued or to be issued thereunder, without preference, priority or distinction.

ARTICLE FOURTH.

SECTION 1. In every case of the authentication of Bonds or the payment of deposited cash pursuant to the provisions of Section 7 of Article Three of the Mortgage in respect of the construction or acquisition by the Railway Company of rolling stock or floating equipment the Railway Company shall pay to the Trustee on the 31st day of December next following such authentication or payment, and on each 31st day of December thereafter, until twenty such payments have been made, an amount in cash equal to 5 per cent of the principal amount of Bonds so authenticated or of the amount of deposited cash so paid.

SECTION 2. Any moneys received by the Trustee under this Article Fourth shall be held by the Trustee as part of the deposited cash referred to in Section 7 of Article Three of the Mortgage and shall be paid out from time to time by the Trustee for any of the purposes specified in said Section 7 but subject to the restrictions therein specified.

SECTION 3. So long as the Railway Company is not in default under the Mortgage or this Indenture, the Trustee shall pay to the Railway Company, from time to time, interest on all moneys held by the Trustee hereunder or under the Mortgage, at such rate as may be agreed upon by the Railway Company and the Trustee.

ARTICLE FIFTH.

The Mortgage remains and shall remain in full force and effect and this Indenture shall be deemed to be a supplement to the Mortgage and not amendatory thereof. All the provisions of the Mortgage including among others the provisions of Article Nine thereof shall apply to all Bonds authenticated and delivered pursuant to this Indenture and the Mortgage and this Indenture shall be read and construed as parts of one and the same instrument as fully in all respects as if the provisions of this Indenture had been inserted in the Mortgage at the time of the execution and delivery thereof. The words "Railway Company" and "Trustee" in this Indenture shall be deemed to extend to and include their successors from time to time under the Mortgage. The recitals and statements in this Indenture and in said bonds and coupons contained shall be taken as statements by the Railway Company alone and shall not be considred as made by or as imposing any obligation or liability upon the Trustee. All the rights, duties and exemptions of the Trustee as set forth in the Mortgage shall extend to and be available to the Trustee in the construction and interpretation of this Indenture, and in respect of any action taken thereunder.

ARTICLE SIXTH.

The Railway Company shall as soon as practicable after the execution of this

Indenture cause the same to be filed and/or recorded in every place where the Mortgage is filed and/or recorded. In order to facilitate such recordation this Indenture may be executed simultaneously in several counterparts, all of which shall constitute together one and the same instrument.

IN WITNESS WHEREOF, the Chicago and North Western Railway 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 Farmers' Loan and Trust Company, the party 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 Secretary, the day and year first above written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By Fred W. Sargent
Its President.

CORPORATE SEAL

Attested and countersigned:
By John D. Caldwell
Secretary.

Signed, sealed and delivered in behalf of
the Chicago and North Western Railway Company
in the presence of:

H. H. Small,

H. J. Dunham

THE FARMERS' LOAN AND TRUST COMPANY,

By A. V. Heely
Vice President.

Attested and countersigned: CORPORATE SEAL

By I. H. Meehan
Secretary.

Signed, sealed and delivered in behalf of
The Farmers' Loan and Trust Company in the
presence of:

H. M. Peterson

Noel E. Hanf

STATE OF ILLINOIS,)
) ss.
COUNTY OF COOK.)

I, P. J. Sesterhenn, a notary public in and for the County of Cook, in the State of Illinois, being a resident of the City of Chicago, County of Cook, State of Illinois, and duly authorized as such notary public to take and certify in the State of Illinois, acknowledgments of deeds and mortgages, DO HEREBY CERTIFY that on this 18th day of May, in the year 1928, before me, the subscriber, personally appeared Fred W. Sargent and John D. Caldwell, President and Secretary respectively of Chicago and North Western Railway Company, a corporation, and on said same day also appeared before me by its said officers said Chicago and North Western Railway Company, being

See Line 7, page 201

signed, sealed and delivered the foregoing instrument as the President and Secretary respectively of said Chicago and North Western Railway Company and in behalf of said corporation and by order of its Board of Directors, and that they were President and Secretary respectively of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of Chicago and North Western Railway Company and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said Fred W. Sargent and John D. Caldwell then and there further severally acknowledged that they

[illegible] resides in the Village of Oak Park, State of Illinois; that said Chicago and North Western Railway Company is a corporation; that they are, and at the time of the execution of the foregoing instrument were, the President and Secretary respectively of said Chicago and North Western Railway Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as President and Secretary respectively of said corporation and in its behalf and by order of its Board of Directors; and that the seal affixed to the said instrument is the seal of said Chicago and North Western Railway Company, and was so affixed by them by order of the Board of Directors of said corporation; and I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of Chicago and North Western Railway Company.

I FURTHER CERTIFY that said foregoing instrument is executed and acknowledged according to and in conformity with the laws of the State of Illinois, and that said instrument was subscribed and sworn to before me by said Fred W. Sargent and John D. Caldwell the day and year below written.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook, in the State of Illinois, on said 18th day of May, 1928.

P. J. SESTERHENN
Notary Public in and for the County of
Cook, State of Illinois.

NOTARIAL SEAL

My Commission expires May 7th, 1930.

Its President.

CORPORATE SEAL

Attested and countersigned:

By John D. Caldwell
Secretary.

Signed, sealed and delivered in behalf of
the Chicago and North Western Railway Company
in the presence of:

H. H. Small,

H. J. Dunham

THE FARMERS' LOAN AND TRUST COMPANY,

By A. V. Heely
Vice President.

Attested and countersigned: CORPORATE SEAL

By I. H. Meehan
Secretary.

Signed, sealed and delivered in behalf of
The Farmers' Loan and Trust Company in the
presence of:

H. M. Peterson

Noel E. Hanf

STATE OF ILLINOIS,)
ss.
COUNTY OF COOK.)

I, P. J. Sesterhenn, a notary public in and for the County of Cook, in the State of Illinois, being a resident of the City of Chicago, County of Cook, State of Illinois, and duly authorized as such notary public to take and certify in the State of Illinois, acknowledgments of deeds and mortgages, DO HEREBY CERTIFY that on this 18th day of May, in the year 1928, before me, the subscriber, personally appeared Fred W. Sargent and John D. Caldwell, President and Secretary respectively of Chicago and North Western Railway Company, a corporation, and on said same day also appeared before me by its said officers said Chicago and North Western Railway Company, being

known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as party of the first part; that said Fred W. Sargent and John D. Caldwell are personally known to me and are known to me to be the President and Secretary respectively of said Chicago and North Western Railway Company and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said Fred W. Sargent and John D. Caldwell then and there severally acknowledged that they (See sheet attached hereto) executed said instrument as their free and voluntary act and deed as such President and Secretary respectively, and as the free and voluntary act and deed of said Chicago and North Western Railway Company, and for the uses and purposes in said instrument set forth.

And at the same time said Fred W. Sargent and John D. Caldwell, being by me severally and duly sworn, did severally depose and say that said Fred W. Sargent resides in the City of Evanston, State of Illinois, and that said John D. Caldwell resides in the Village of Oak Park, State of Illinois; that said Chicago and North Western Railway Company is a corporation; that they are, and at the time of the execution of the foregoing instrument were, the President and Secretary respectively of said Chicago and North Western Railway Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as President and Secretary respectively of said corporation and in its behalf and by order of its Board of Directors; and that the seal affixed to the said instrument is the seal of said Chicago and North Western Railway Company, and was so affixed by them by order of the Board of Directors of said corporation; and I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of Chicago and North Western Railway Company.

I FURTHER CERTIFY that said foregoing instrument is executed and acknowledged according to and in conformity with the laws of the State of Illinois, and that said instrument was subscribed and sworn to before me by said Fred W. Sargent and John D. Caldwell the day and year below written.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook, in the State of Illinois, on said 18th day of May, 1928.

P. J. SESTERHENN
Notary Public in and for the County of
Cook, State of Illinois.

NOTARIAL SEAL

My Commission expires May 7th, 1930.

STATE OF ILLINOIS,)
COOK COUNTY.) ss.

I, ROBERT M. SWEITZER, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that P. J. Sesterhenn

S E A L

whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

THE LAW OF ILLINOIS DOES NOT REQUIRE THE IMPRESSION OF THE SEAL OF A NOTARY PUBLIC TO BE FILED IN THE COUNTY CLERK'S OFFIL

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 18 day of May 1928.

ROBERT M. SWEITZER
County Clerk.

STATE OF NEW YORK,)
COUNTY OF NEW YORK.) ss

I. R. E. Morton, a Notary Public in and for the County of New York, in the State of New York, being a resident of the City, County and State of New York, and duly authorized as such Notary Public to take and certify in the State of New York, acknowledgments of deeds and mortgages, DO HEREBY CERTIFY that on this 29th day of May, in the year 1928, before me, the subscriber, personally appeared A. V. Heely and I. H. Meehan, Vice President and Secretary respectively of The Farmers' Loan and Trust Company, a corporation, and on said same day also appeared before me by its said officers The Farmers' Loan and Trust Company being known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as the party of the second part; that said A. V. Heely and I. H. Meehan are personally known to me and are known to me to be the Vice President and Secretary respectively of The Farmers' Loan and Trust Company and the identical persons whose names are subscribed to the foregoing instrument as Vice President and Secretary of said corporation; that said A. V. Heely and I. H. Meehan then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the Vice President and Secretary respectively of The Farmers' Loan and Trust Company and in behalf of said corporation and by order of its Board of Trustees, and that they were Vice President and Secretary respectively of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of The Farmers' Loan and Trust Company and was affixed to said instrument on behalf of said corporation and by order of its Board of Trustees; and I further certify that said A. V. Heely and I. H. Meehan then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such Vice President and Secretary respectively, and as the free and voluntary act and deed of The Farmers' Loan and Trust Company, and for the uses and purposes in said instrument set forth. And at the same time said A. V. Heely and I. H. Meehan, being by me severally and duly sworn, did severally depose and say that they resided respectively at Plainfield, State of New Jersey, and Brooklyn, State of New York; that they are and at the time of the execution of the foregoing instrument were the Vice President and Secretary respectively of The Farmers' Loan and Trust Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as Vice President and Secretary respectively of said corporation and in its behalf and by order of its Board of Trustees; and that the seal affixed to said instrument is the seal of The Farmers' Loan and Trust Company, and was so affixed by them by order of the Board of Trustees of said corporation; and I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of The Farmers' Loan and Trust Company.

I further certify that said foregoing instrument is executed and acknowledged according to and in conformity with the laws of the State of New York, and that said instrument was subscribed and sworn to before me by the said A. V. Heely and I. H. Meehan the day and year below written.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal as Notary Public for the County of New York, in the State of New York, on said 29th day of May, 1928.

R. E. MORTON
Notary Public in and for the County of New York,
State of New York.
No.....

Notarial Seal

My commission will expire.....
R. E. Morton
Notary Public, N. Y. Co. No. 466 Reg. No. 0-538
Commission expires March 30th, 1930.

STATE OF NEW YORK)
COUNTY OF NEW YORK,) ss. :

NO. 84642 Series B.

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY THAT

R. E. MORTON

S E A L

whose name is subscribed to the deposition or certificate of the proof of acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such

duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of May, 1928.

WILLIAM T. COLLINS
Clerk.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 6th day of June A. D. 1928 at 11 o'clock A.M. and recorded in Vol. 27 of R.R. Mtges. Etc. on page 193-204 Inclusive
Robert L. Siebecker
Assistant Secretary of State

Executed in 30 counterparts of which this is Counterpart No. 4.

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UNITED STATES TRUST COMPANY
OF NEW YORK
TRUSTEE
TO
CHICAGO AND NORTH WESTERN RAILWAY
COMPANY.

L E A S E
Dated May 1, 1928

CHICAGO AND NORTH WESTERN RAILWAY COMPANY EQUIPMENT TRUST
OF 1927.

LEASE AND AGREEMENT, made and entered into this first day of May, 1928, by and between UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee, hereinafter called "the Trustee," party of the first part, and the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, hereinafter called "the Railway Company," party of the second part.

WHEREAS, by a certain agreement dated January 6, 1927, executed by John D. Caldwell, Lewis A. Robinson, Arthur B. Jones and Walter E. Dunham, Vendors, United States Trust Company of New York, Trustee, and said Railway Company, there was established the "Chicago and North Western Railway Company Equipment Trust of 1927," under which it was provided that railway equipment should be from time to time, as requested by the President of the Railway Company, acquired by the Vendors, and transferred or caused to be transferred to the Trustee, and leased by the Trustee to the Railway Company upon the terms and subject to the conditions therein set forth, and upon such lease being made of such equipment to the Railway Company, the Trustee should issue to the Vendors certificates in amount not to exceed seventy-five per cent (75%) of the cost of the said equipment, and that the aggregate of all said certificates should not at any one time exceed ten million dollars ($10,000,000), which said certificates should be substantially in the form therein set forth, and should bear interest and be payable as therein provided; and

WHEREAS, the Vendors have, pursuant to the provisions of said last-mentioned agreement, transferred or caused to be transferred to the Trustee the equipment hereinafter described, the title to which is now vested in it thereunder;

NOW THEREFORE, in consideration of one dollar to the Trustee in hand paid by the Railway Company, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and promises herein contained, and in pursuance of said trust agreement, the parties hereto agree as follows:

FIRST.

The Trustee hereby leases to the Railway Company for the term of fifteen years from May 1, 1928, to wit, until the first day of May, 1943, the said railway equipment, described as follows:

SCHEDULE OF EQUIPMENT.

Number of Vehicles	Description	Marked	Numbered
25	30' Steel Underframe woodbody Caboose Cars,	C. &N.W.Ry.Co.	10300 to 10348 INCLUSIVE
100	59' 2½" 70-ton Steel Underframe composite body Gondola Cars,	"	72001 to 72199, Inclusive, (odd numbers only),
500	46' 50-ton Steel Underframe Flat Cars	"	43001 to 43999, Inclusive, (odd numbers only),
500	39' 70-ton Steel Hopper Cars,	"	62001 to 62999, Inclusive (odd numbers only),
4	Gas-Electric Passenger, Baggage & Mail, Motor Cars,	"	9909 to 9912, Inclusive,
5	Gas-Electric Baggage & Mail, Motor Cars,	"	9913 to 9917, Inclusive.

all of which equipment has been transferred by said Vendors to the Trustee, and is represented by equipment trust certificates, Series U, pursuant to said trust agreement.

There is attached to each of the above-mentioned cars and locomotives, on each side thereof, the plate or mark called for by said trust agreement, establishing said "Chicago and North Western Railway Company Equipment Trust of 1927," showing the title thereto to be in the Trustee as Owner and Lessor thereof.

SECOND.

The Railway Company, subject to the terms and conditions hereof by it to be observed, shall have full possession and use of said equipment during the term hereby granted, and it agrees to maintain said equipment in proper repair during the term of this lease, and to replace any of it which may be destroyed from any cause whatever, during the term, by other equipment of equal value and similar character.

THIRD.

The Railway Company agrees that it will cause to be fixed and retained upon each of the cars and other structures constituting said equipment, during the continuance of this lease, a plate, mark or insignia of ownership, having the words, "United States Trust Company of New York, Trustee, Owner and Lessor, C. & N. W. Ry. Co. Equipment Trust of 1927, Series U."

FOURTH.

The Railway Company covenants that it will indemnify and protect the Trustee in the use of any and all patented inventions employed in and about the said equipment; that it will comply with all lawful requirements as to the use of air brakes and other appliances with respect to the leased equipment, and will furnish to said Trustee in every year during the continuance of this lease, an accurate statement of the equipment covered hereby in actual service, the number and description of such as may have been destroyed and substituted and then undergoing repair, and that it will allow the Trustee, by its duly authorized agent, to inspect said equipment at any time during the term hereby granted.

FIFTH.

It further covenants and agrees to pay to the Trustee for the use of said equipment during the said term, and for the rights herein granted to it, an annual rental which shall be sufficient to pay and discharge the following items:

(a) All the necessary expenses of the trust connected with said series of said equipment trust certificates.

(b) All taxes, licenses and dues, federal, state and municipal, which may be levied upon or assessed against the equipment covered by this lease or against the Trustee on account thereof.

(c) Interest on all outstanding and unmatured certificates of the series issued as aforesaid under said trust agreement, in connection with and accompanying the transfer to the Trustee of the equipment covered by this lease, to wit, "Chicago and North Western Railway Company Equipment Trust of 1927, Certificate Series U, dated May 1, 1928," at the rate provided for in said certificates, as such interest payments shall severally fall due.

(d) An annual sum equal to one-fifteenth of the principal of said Series of said certificates, payable on the first day of May in each year during said term, commencing May 1, 1929.

SIXTH.

The Trustee covenants that it will apply the rentals so by it received to the payment of expenses, taxes, interest payments and certificates, as they shall respectively become due.

SEVENTH.

It is understood and agreed that the Trustee shall retain the full legal title to the equipment covered by this lease and to all of it until the Railway Company shall have fully complied with all the provisions of said trust agreement therein contained with respect to the equipment hereby leased, and with all of the agreements herein contained and shall have made all of the payments herein provided for, and that upon the termination of this lease and the performance by the Railway Company of its covenants and obligations hereunder, the Trustee shall convey and transfer to it all of the equipment covered hereby, which shall thereafter be and become the absolute property of said Railway Company, and shall be thereafter owned and enjoyed by it free from any right or interest therein of the Trustee or of the holders of said certificates.

EIGHTH.

In case the Railway Company shall make default in the payment of any part of the said rentals for more than ninety days after the same have become due and payable, or shall fail to perform any agreement herein on its part to be performed for more than ninety days after the Trustee shall have demanded performance thereof, the Trustee may, at its option, and on the request of the holders of a majority in amount of the outstanding certificates of the series issued in connection with this lease, as provided in said equipment trust agreement, and upon being properly indemnified, shall, declare the principal of all said outstanding certificates of said series to be due and payable, whereupon the same shall become and be due and payable immediately, and in the same manner may or shall terminate this lease and shall by its agent take possession of all said equipment and sell the same, or such part thereof as may be

necessary to perform and fulfill the trusts under said trust agreement with respect to the said series of said trust certificates, in its discretion, and shall otherwise proceed to exercise and enforce its rights and the rights of the holders of said series of said certificates under said trust agreement and under this lease in the manner therein and herein provided.

Instead of and in addition to the exercise of the powers in case of default hereinbefore specified, the Trustee may invoke any legal or equitable remedy.

NINTH.

This lease is made under and pursuant to said agreement of January 6, 1927, establishing the "Chicago and North Western Railway Company Equipment Trust of 1927," and is to be construed, observed and enforced in connection therewith, and is in all things subject thereto. The Trustee shall be entitled to the immunities and shall be liable only to the extent and in the manner in said agreement set forth.

In order to facilitate the record of this indenture, the same may be simultaneously executed in ten 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.

IN WITNESS WHEREOF, UNITED STATES TRUST COMPANY OF NEW YORK, the party of the first part, has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and these presents to be signed in its name and behalf by its President; and the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, the party hereto of the second part, has caused this indenture 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; all upon the day and year first above written.

UNITED STATES TRUST COMPANY OF NEW YORK,

By WM.KINGSLEY
Its President.

Corporate Seal

Attest;

H. L. Smithers
Assistant Secretary.

In presence of:

Charles S. Yarwood, Jr.

E. Witting

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By Fred W. Sargent
Its President.

Corporate Seal

In presence of:

Barret Conway

C. C. Small

STATE OF NEW YORK,)
ss.
CITY AND COUNTY OF NEW YORK)

I, CHARLES S. YARWOOD, Jr., a Notary Public in and for the City and County of New York, in the State of New York, DO HEREBY CERTIFY that on this 4th day of June in the year 1928, before me, the subscriber, personally appeared WILLIAM M. KINGSLEY and

HENRY L. SMITHERS, President and Assistant Secretary, respectively, of United States Trust Company of New York, a corporation, and on said same day also appeared before me by its said officers the said United States Trust Company of New York, being known to me to be the corporation whose name is subscribed to the foregoing instrument, and which executed the same as the party of the first part; that WILLIAM M. KINGSLEY and HENRY L. SMITHERS are personally known to me and are known to me to be the President and Assistant Secretary, respectively, of said United States Trust Company of New York, and the identical persons whose names are subscribed to the foregoing instrument as President and Assistant Secretary of said corporation; that said WILLIAM M. KINGSLEY and HENRY L. SMITHERS then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the President and Assistant Secretary, respectively, of said United States Trust Company of New York, and in behalf of said corporation and by order of its Board of Trustees, and that they were President and Assistant Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of said United States Trust Company of New York, and was affixed to said instrument on behalf of said corporation and by order of its Board of Trustees; and I further certify that said WILLIAM M. KINGSLEY and HENRY L. SMITHERS then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such President and Assistant Secretary, respectively, and as the free and voluntary act and deed of said United States Trust Company of New York, and for the uses and purposes in said instrument set forth.

And at the same time said WILLIAM M. KINGSLEY and HENRY L. SMITHERS, being by me severally and duly sworn, did severally depose and say that they resided, the said WILLIAM M. KINGSLEY in N. Y. City, and the said HENRY L. SMITHERS in Maplewood, N. J.; that said United States Trust Company of New York, is a corporation; that they are and at the time of the execution of the foregoing instrument were the President and assistant Secretary, respectively of said United States Trust Company of New York, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as President and Assistant Secretary, respectively, of said corporation and in its behalf, and by order of its Board of Trustees; and that the seal affixed to said instrument is the seal of said United States Trust Company of New York and was so affixed by them by order of the Board of Trustees of said corporation.

And I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of said United States Trust Company of New York, and that said instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the City and County of New York, in the State of New York on said 4th day of June, 1928.

CHARLES S. YARWOOD, Jr.

Notarial Seal

Notary Public in and for the City and County of New York, in the State of New York.

Charles S. Yarwood, Jr., Notary Public
Queens Co. Clk's No. 1971, Reg. No. 2224
Cert. filed N. Y. Co. Clk's No. 9, Reg. No. 9008
Commission expires March 30, 1929.

State of New York,)
County of New York,) ss.

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY that Charles S. Yarwood, Jr., whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 5 day of June, 1928.

WILLIAM T. COLLINS

Clerk

SEAL

STATE OF ILLINOIS,)
COUNTY OF COOK.) ss.

I, P. J. Sesterhenn, Notary Public in and for said County, in said State of Illinois, DO HEREBY CERTIFY that on this 1st day of June, 1928, before me, the subscriber, personally appeared Fred W. Sargent and John D. Caldwell, to me personally known to be the President and Secretary, respectively, of the Chicago and North Western Railway Company, a corporation, and to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively, of said corporation; and they then and there severally acknowledged that as such President and Secretary, respectively, they signed, sealed, executed and delivered the foregoing instrument pursuant to authority given by the Board of Directors of said Chicago and North Western Railway Company, and further acknowledged that the seal attached to said foregoing instrument is the corporate seal of said Chicago and North Western Railway Company and was affixed to said instrument by authority of said Board of Directors, and further acknowledged said instrument to be the free and voluntary act of said Chicago and North Western Railway Company for the uses and purposes therein set forth; and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Chicago and North Western Railway Company.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal as Notary Public aforesaid on this 1st day of June, 1928.

P. J. Sesterhenn

Notary Public in and for Cook County, Illinois

Notarial Seal

My commission expires May 7th, 1930.

STATE OF ILLINOIS,)
COOK COUNTY.) SS.

I, ROBERT M. SWEITZER, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that P. J. Sesterhenn, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgements and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 1st day of June, 1928.

ROBERT M. SWEITZER

County Clerk.

SEAL OF COUNTY OF COOK

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 12th day of June A. D. 1928 at 4 o'clock P.M. and recorded in Vol. 27 of R.R. Mtgs. Etc. on page 205-211, Inclusive
ROBERT L. SIEBECKER

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THE FARMERS' LOAN AND TRUST COMPANY

AND

JAMES H. PERKINS

TRUSTEES

TO

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

L E A S E

Dated May 1-1928

Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1917

LEASE AND AGREEMENT, made and entered into this first day of May, 1928, by and between THE FARMERS' LOAN AND TRUST COMPANY and JAMES H. PERKINS, as Trustees, hereinafter called "the Trustees," parties of the first part, and the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, hereinafter called "the Railway Company," party of the second part.

WHEREAS, by a certain agreement dated February 5, 1917, and by a certain agreement supplemental thereto dated June 1, 1920, (which agreements for convenience are hereinafter in this lease together referred to as the Trust Agreement) executed by John D. Caldwell, Charles Jensch, Charles P. Nash and W. H. Thorn, Vendors, The Farmers' Loan and Trust Company, and Edwin S. Marston, Trustees, and said Railway Company, there was established the "Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1917," under which it was provided that railway equipment should be from time to time, as requested by the President of the Railway Company, acquired by the Vendors, and transferred or caused to be transferred to the Trustees, and leased by the Trustees to the Railway Company upon the terms and subject to the conditions therein set forth, and upon such lease being made of such equipment to the Railway Company, the Trust Company, Trustee, should issue to the Vendors certificates in amount not to exceed the cost of the said equipment, and that the aggregate of all said certificates should not at any one time exceed five million dollars ($5,000,000), which said certificates should be substantially in the form therein set forth, and should receive interest and be payable as therein provided; and

WHEREAS, James H. Perkins is the duly appointed successor individual Trustee under said Equipment Trust Agreement, in place of Edwin S. Marston, deceased; and

WHEREAS, the Vendors have, pursuant to the provisions of said last mentioned agreement, transferred or caused to be transferred to the Trustees the equipment hereinafter described, the title to which is now vested in them thereunder;

NOW, THEREFORE, in consideration of one dollar to the Trustees in hand paid by the Railway Company, the receipt whereof is hereby acknowledged, and in further consideration

of the covenants and promises herein contained, and in pursuance of said trust agreement, the parties hereto agree as follows:

FIRST.

The Trustees hereby leased to the Railway Company for the term of ten years from May 1, 1928, to wit, until the 1st day of May, 1938, the said railway equipment, described as follows:

SCHEDULE OF EQUIPMENT.

Number of Vehicles	Description	Marked	Numbered
250	50-ton Steel Gondola Cars	C.St.P.M. & O. Ry.Co.	87001 to87499,inclusive (odd numbers only)
2	Gas-Electric Passenger and Baggage Motor Cars,	"	2000 and 2001

all of which equipment has been transferred by said Vendors to the Trustees, and is represented by equipment trust certificates, Series E, pursuant to said trust agreement.

There is attached to each of the above mentioned cars and locomotives, on each side thereof, the plate or mark called for by said trust agreement, establishing said "Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1917," showing the title thereto to be in the Trustees as Owners and Lessors thereof.

SECOND.

The Railway Company, subject to the terms and conditions hereof by it to be observed, shall have full possession and use of said equipment during the term hereby granted, and it agrees to maintain said equipment in proper repair during the term of this lease, and to replace any of it which may be destroyed from any cause whatever, during the term, by other equipment of equal value and similar character.

THIRD.

The Railway Company agrees that it will cause to be fixed and retained upon each of the cars and other structures constituting said equipment, during the continuance of this lease, a plate, mark or insignia of ownership, having the words "The Farmers' Loan and Trust Company of New York, and James H. Perkins, Trustees, Owners and Lessors, C., St.P., M. & O. Ry. Co. Equipment Trust of 1917, Series E."

FOURTH.

The Railway Company covenants that it will indemnify and protect the Trustees in the use of any and all patented inventions employed in and about the said equipment; that it will comply with all lawful requirements as to the use of air brakes and other appliances with respect to the leased equipment, and will furnish to said Trustees in every year during the continuance of this lease, an accurate statement of the equipment covered hereby in actual service, the number and description of such as may have been destroyed and substituted and then undergoing repair, and that it will allow the Trustees, by their duly authorized agent, to inspect said equipment at any time during the term hereby granted.

FIFTH.

It further covenants and agrees to pay to the Trust Company, Trustee, for the use of said equipment during the said term, and for the rights herein granted to it, an annual rental which shall be sufficient to pay and discharge the following items:

(a) All the necessary expenses of the trust connected with said series of said equipment trust certificates.

(b) All taxes, licenses and dues, federal, state and municipal, which may be levied upon or assessed against the equipment covered by this lease or against the Trustees on account thereof.

(c) Interest on all outstanding and unmatured certificates of the series issued as aforesaid under said trust agreement, in connection with and accompanying the transfer to the Trustees of the equipment covered by this lease, to wit, "Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1917, Certificate Series E, dated May 1, 1928," at the rate provided for in said certificates, as such interest payments shall severally fall due.

(d) An annual sum equal to one-tenth of the principal of said Series of said certificates, payable on the first day of May in each year during said term, commencing May 1, 1929.

SIXTH.

The Trust Company, Trustee, covenants that it will apply the rentals so by it received to the payment of expenses, taxes, interest payments and certificates as they shall respectively become due.

SEVENTH.

It is understood and agreed that the Trustees shall retain the full legal title to the equipment covered by this lease and to all of it until the Railway Company shall have fully complied with all the provisions of said trust agreement therein contained with respect to the equipment hereby leased, and with all of the agreements herein contained and shall have made all of the payments herein provided for, and that upon the termination of this lease and the performance by the Railway Company of its covenants and obligations hereunder, the Trustees shall convey and transfer to it all of the equipment covered hereby, which shall thereafter be and become the absolute property of said Railway Company, and shall be thereafter owned and enjoyed by it free from any right or interest therein of the Trustees or of the holders of said certificates.

EIGHTH.

In case the Railway Company shall make default in the payment of any part of the said rentals for more than ninety days after the same have become due and payable, or shall fail to perform any agreement herein on its part to be performed for more than ninety days after the Trustees shall have demanded performance thereof, the Trustees may, at their option, and on the request of the holders of a majority in amount of the outstanding certificates of the series issued in connection with this lease, as provided in said equipment trust agreement, and upon being properly indemnified, shall, declare the principal of all of said outstanding certificates of said series to be due and payable, whereupon the same shall become and be due and payable immediately, and in the same manner may or shall terminate this lease and shall by their agent take

possession of all said equipment and sell the same, or such part thereof as may be necessary to perform and fulfill the trusts under said trust agreement with respect to the said series of said trust certificates, in their discretion, and shall otherwise proceed to exercise and enforce their rights and the rights of the holders of said series of said certificates under said trust agreement and under this lease in the manner therein and herein provided.

Instead of and in addition to the exercise of the powers in case of default hereinbefore specified, the Trustees may invoke any legal or equitable remedy.

NINTH.

This lease is made under and pursuant to said agreement of February 5, 1917, establishing the "Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1917" and said agreement supplemental thereto dated June 1, 1920, and is to be construed, observed and enforced in connection therewith, and is in all things subject thereto. The Trustees shall be entitled to the immunities and shall be liable only to the extent and in the manner in said agreement set forth.

In order to facilitate the record of this indenture, the same may be simultaneously executed in seven 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.

IN WITNESS WHEREOF, THE FARMERS' LOAN AND TRUST COMPANY, one of the parties of the first part, has caused its corporate seal to be hereunto affixed and attested by its Asst. Secretary, and these presents to be signed in its name and behalf by its Vice President; and James H. Perkins, the other of the parties of the first part, has hereunto set his hand and seal, and the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, the party hereto of the second part, has caused this indenture 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; all upon the day and year first above written.

THE FARMERS' LOAN AND TRUST COMPANY,

By A. V. Heely
Its Vice President.

CORPORATE SEAL

Attest: James B. Little
Its Secretary.

In presence of:

F. Pitt

Lloyd Downdes, Jr.

James Perkins (SEAL)

In presance of:

F.Pitt
Lloyd Downdes, Jr.

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY,

By Fred W. Sargent
Its President.

CORPORATE SEAL

Attest:

John D. Caldwell
Secretary.

In presence of:

Barret Conway

C. C. Small

STATE OF NEW YORK,)
CITY AND COUNTY OF NEW YORK.) ss.

I, R. E. MORTON, a Notary Public in and for the City and County of New York, in the State of New York, DO HEREBY CERTIFY that on this 6th day of June, in the year 1928, before me, the subscriber, personally appeared A. V. Heely and James B. Little, Vice President and Asst. Secretary, respectively, of The Farmers' Loan and Trust Company, a corporation, and on said same day also appeared before me by its said officers the said The Farmers' Loan and Trust Company, being known to me to be the corporation whose name is subscribed to the foregoing instrument, and which executed the same as one of the parties of the first part; that A. V. Heely and James B. Little are personally known to me are known to me to be the Vice President and Asst. Secretary, respectively, of said The Farmers' Loan and Trust Company, and the identical persons whose names are subscribed to the foregoing instrument as Vice President and Asst. Secretary of said corporation; that said A. V. Heely and James B. Little then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the Vice President and Asst. Secretary, respectively, of said The Farmers' Loan and Trust Company, and in behalf of said corporation and by order of its Board of Directors, and that they were Vice President and Asst. Secretary, respectively, of saidcorporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of said The Farmers' Loan and Trust Company, and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said A. V. Heely and James B. Little then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such Vice President and Asst. Secretary, respectively, and as the free and voluntary act and deed of said The Farmers' Loan and Trust Company and for the uses and purposes in said instrument set forth.

And at the same time said A. V. Heely and James B. Little, being by me severally and duly sworn, did severally depose and say that they resided, the said A. V. Heely, in Plainfield, N. J. and the said James B. Little in New York, N. Y; that said The Farmers' Loan and Trust Company is a corporation; that they are and at the time of the execution of the foregoing instrument were the Vice President and Asst. Secretary, respectively, of said The Farmers' Loan and Trust Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as Vice President and Asst. Secretary, respectively, of said corporation and in its behalf, and by order of its Board of Directors; and that the seal affixed to said instrument is the seal of said The Farmers' Loan and Trust Company and was so affixed by them by order of the Board of Directors of said corporation.

And I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of said The Farmers' Loan and Trust Company, and that said instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State of New York, as Notary Public for the City and County of New York, on said 6th day of June, 1928.

R. E. MORTON
Notary Public in and for the City and County of
New York, in the State of New York.

NOTARIAL SEAL

R. E. MORTON
NOTARY PUBLIC N. Y. Co. No. 466 Reg . No. O-538
Commission expires March 30th, 1930

STATE OF NEW YORK)
CITY AND COUNTY OF NEW YORK.) ss.

I, R. E. Morton, a Notary Public in and for the City and County of New York, in the State of New York, DO HEREBY CERTIFY that on this 6th day of June, in the year 1928, before me, the subscriber, personally appeared James H. Perkins, personally known to me and known to me to be the identical person whose name is subscribed to the foregoing instrument and who is described in the said instrument, and executed the same as one of the parties of the first part; and that said James H. Perkins then and there acknowledged that he signed, sealed and delivered and executed the foregoing instrument as his free and voluntary act and deed, and for the uses and purposes therein set forth.

And I further certify that said foregoing instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the City and County of New York, in the State of New York, on said 6th day of June, 1928.

R. E. MORTON
Notary Public in and for the City and County
of New York, in the State of New York.

NOTARIAL SEAL

R. E. MORTON
Notary Public N. Y. Co. No. 466 Reg.No.O-538
Commission expires March 30th, 1930.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, that R. E. Morton, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 7 day of June, 1928.

WILLIAM T. COLLINS
Clerk.

NEW YORK SEAL

WILLIAM T. COLLINS
Clerk of Supreme Court
& Clerk of the County of New York

STATE OF ILLINOIS,)
COOK COUNTY.) ss.

I, P. J. Sesterhenn, a Notary Public in and for said County in said State of Illinois, DO HEREBY CERTIFY that on this 1st day of June, 1928, before me, the subscriber, personally appeared Fred W. Sargent and John D. Caldwell, to me personally known to be the President and Secretary, respectively, of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation, and to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively, of said corporation, and they then and there severally acknowledged that as such President and Secretary, respectively, they signed, sealed, executed and delivered the foregoing instrument pursuant to authority given by the Board of Directors of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, and further acknowledged that the seal attached to said foregoing instrument is the corporate seal of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company and was affixed to said ~~ins~~ instrument by authority of said Board of Directors, and further acknowledged said instrument to be the free and voluntary act of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company for the uses and purposes therein set forth; and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal as Notary Public aforesaid on this 1st day of June, 1928.

P. J. Sesterhenn

(SEAL) Notary Public in and for
Cook County, Illinois.
My commission expires May 7, 1930.

STATE OF ILLINOIS,)
COUNTY OF COOK.) ss.

I, Robert M. Sweitzer, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that P. J. Sesterhenn, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 2nd day of June, 1928.

(SEAL) Robert M. Sweitzer
County Clerk

State of Wisconsin } ss.
DEPARTMENT OF STATE }
Received this 13th day of June A. D. 1928 at 4 o'clock P. M. and recorded in Vol. 27 of R. R. Mtgs. Etc. on page 212-218 Incl.
Robert L. Siebecker
Assistant Secretary of State

Indexed

MINNEAPOLIS, ST.PAUL & SAULT STE.MARIE
RAILWAY COMPANY EQUIPMENT TRUST,
SERIES "O."

L E A S E
DATED JUNE 15, 1928
ILLINOIS MERCHANTS TRUST COMPANY,
Trustee, Lessor,
to
MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY.

A G R E E M E N T
Dated June 15, 1928
between
ILLINOIS MERCHANTS TRUST COMPANY,
Trustee,
and
MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE
RAILWAY COMPANY.

L E A S E.

THIS INDENTURE OF LEASE dated the 15th day of June, 1928, between ILLINOIS MERCHANTS TRUST COMPANY, a corporation, created and existing under the laws of the State of Illinois, Trustee, hereinafter called "Trustee," party of the first part, and MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY, a corporation, organized and existing under the laws of the State of Minnesota and other states, hereinafter called "Railway Company," party of the second part.

WHEREAS, by a certain agreement bearing even date hereof between the Trustee and the Railway Company, a counterpart original whereof is hereto annexed and made a part thereof, there was constituted Minneapolis, St. Paul & Sault Ste. Marie Railway Company Equipment Trust Series "O", under which the railroad equipment hereinafter described has been or will be transferred to the Trustee, and the title to said equipment vested in the Trustee;

NOW THIS AGREEMENT WITNESSETH:

That the Trustee, for and in consideration as well of the sum of One Dollar to it paid by the Railway Company as of the rents and covenants hereinafter mentioned to be paid, kept and performed by the Railway Company, has let and leased, and by these presents doth let and lease to the Railway Company for the rent and upon the terms, conditions and covenants hereinafter set forth, the following described railroad equipment, whether said railroad equipment be owned by the Trustee at the date hereof or be hereafter acquired by it, to-wit:

Manufactured or to be manufactured by American Locomotive Company, New York, N. Y.

Eight (8) freight train locomotives and tenders, steam superheated, total light weight engine and tender, 376,400 lbs. each, to be numbered from 4010 to

4017, both inclusive.

Manufactured or to be manufactured by Pullman Car Manufacturing Company, Chicago, Illinois:

(Eight (8) passenger train cars (baggage-smoking), capacity passenger end, thirty-two (32) passengers, capacity baggage end, 40,500 lbs. each, body and underframe steel, to be numbered from 350 to 353, both inclusive, and 1350 to 1353, both inclusive.

Two Hundred (200) steel underframe composite body single sheathed box cars of forty (40) tons capacity each, to be numbered from 40,200 to 40,598, both inclusive, even numbers only.

Manufactured or to be manufactured by Siems-Stembel Company, St. Paul, Minnesota:

Two Hundred (200) steel underframe composite body single sheathed box cars of forty (40) tons capacity each, to be numbered from 40,600 to 40,998, both inclusive, even numbers only.

As and when any of said railroad equipment shall be delivered to the Railway Company, it shall thereupon ipso facto and without further deed of lease or transfer, pass under and become subject to all the terms and provisions of this lease, in all respects as though such equipment had been delivered simultaneously with the execution and delivery hereof.

And the Railway Company in consideration of the premises, does by these presents covenant and agree with the Trustee, as follows:

FIRST: The Railway Company shall and will pay to the Trustee at its office in the city of Chicago, State of Illinois, as rent and hire for the said railroad equipment:

1. As an advance rental under this lease

(a) On or before the issuance of trust certificates as provided in Article First of the agreement between the Trustee and the Railway Company, dated June 15, 1928, in cash, the sum of Four Hundred and Thirty-five Thousand Four Hundred and Sixty-two Dollars ($435,462.00), and,

(b) From time to time, upon the delivery to the Railway Company under this lease of the said railroad equipment or any part thereof, a sum which shall be equal to the difference between the cost of the said railroad equipment at the time delivered (whether such cost shall be the cost specified in the agreement between the manufacturers and the Trustee for the sale thereof, or shall for any cause whatsoever be increased beyond said cost so specified) and the sum of payments to the Trustee under the preceding paragraph (a) and the fund known as Minneapolis, St. Paul & Sault Ste. Marie Railway Company Equipment Trust Series "O", deposited with the Trustee pursuant to said agreement; the intention being that when all of the said railroad equipment shall have been delivered to the Railway Company, the Railway Company shall pay to the Trustee as advance rental pursuant to paragraphs (a) and (b) hereof, the difference between the cost of the said railroad equipment and the amount of said fund known as Minneapolis, St. Paul & Sault Ste. Marie Railway Company Equipment Trust Series "O", deposited with the Trustee pursuant to said agreement.

2. From time to time upon demand of the Trustee:

(a) Amount sufficient to reimburse expenses and pay the reasonable compensation of the Trustee in the administration of its trust under said agreement and under this lease.

(b) A sum equal to any and all taxes, assessments and governmental charges upon the leased property and the rental thereof, which the Trustee may be required to pay thereon, as well as any and all taxes (except succession and inheritance taxes and any Federal income tax in excess of two per cent (2%) per annum) which the Trustee may be required to pay, or to deduct or retain from the principal of the trust certificates issued as provided in said agreement or from the dividends thereon under any present or future law of the United States of America, or of any state, county, municipality or other taxing authority therein.

The Railway Company shall not be required, however, to pay any tax, assessment or governmental charge so long as it shall in good faith and by appropriate legal proceedings, contest the validity thereof, unless thereby, in the judgment of the Trustee, the rights or interests of the Trustee or of the holders of trust certificates may be materially endangered.

3. Half yearly on the 15th day of December and the 15th day of June in each year, to and including June 15, 1938, the first payment to be made on December 15, 1928, a sum equal to two per cent (2%) on One Million Two Hundred Sixty Thousand Dollars ($1,260,000.00), which sum to be thus paid shall be reduced from time to time by an amount equal to two per cent (2%) on the aggregate of such sums as the Railway Company shall have paid to the Trustee to be applied in reduction of said sum of $1,260,000.00, as specified in the following subdivision 4 of this article:

4. Half yearly on the 15th day of December and the 15th day of June in each year, to and including June 15, 1938, the first payment to be made on December 15, 1928, the sum of Sixty-three Thousand Dollars ($63,000.00) making in all twenty (20) semi-annual payments aggregating One Million Two Hundred Sixty Thousand Dollars ($1,260,000.00).

SECOND: So long as the Railway Company shall not be in default under this lease or said agreement it shall be entitled to the possession and use of the said railroad equipment upon its lines of railway and upon connecting and other railways in the usual interchange of traffic and otherwise as hereinafter provided for, from and after the delivery of said equipment to the Railway Company, but only upon and subject to all the terms and conditions of this lease. The Railway Company will keep and maintain, at its own expense, the said railroad equipment in good order and repair, all repairs and maintenance to be done to the satisfaction of the Trustee and all at the expense of the Railway Company, and will cause the said railroad equipment and any equipment which may be used to replace any part thereof, as hereinafter provided, to be kept and numbered as hereinbefore mentioned, and all of said railroad equipment to be plainly marked, at or before the delivery thereof to the Railway Company, upon both sides thereof with the words, "Illinois Merchants Trust Company, Trustee, Owner, Lessor; Minneapolis, St.Paul & Sault Ste. Marie Railway Company Equipment Trust, Series 'O'", and will cause a metal plate bearing said words in plain letters to be permanently and securely placed and fastened upon each side of each of the cars and locomotive engines and

tenders composing the said equipment, said marks and plates to be placed so as to be plainly visible and to indicate plainly, the ownership of said equipment, and in case any of such plates or marks shall at any time be removed, defaced or destroyed, the Railway Company shall and will immediately restore and replace the same; and the Railway Company will not allow the name of any person association or corporation other than the Trustee to be placed on any of said railroad equipment as a designation which might be interpreted as a claim of ownership thereof; provided, however, that the Railway Company may cause said railroad equipment and each item thereof to be lettered "Minneapolis, St.Paul & Sault Ste. Marie Railway Company" or "Soo Line" or "Wisconsin Central," or with other appropriate designation for convenience of identification of its lessee interest therein. The Railway Company covenants that it will not change or permit to be changed, the numbers of any of the locomotive engines, tenders and cars included in the leased railroad equipment or replacements thereof,and that the quality, quantity or character of any of the equipment used to replace leased equipment worn out, destroyed or lost, shall be at least equal in all respects to the leased equipment unless the written consent of the Trustee to such changes shall have been given prior thereto as follows: In case the Railway Company shall wish to make or permit such change and the Trustee shall consent thereto in writing, the Railway Company, if requested thereunto by the Trustee and if the same be feasible, will at its own expense endorse upon, annex to, or file with, the record counterpart or copy of this Lease in every place or office in which the same has been recorded, registered or filed pursuant to law, as well with the counterpart lodged with or in the possession of the Trustee, a statement or other instrument concerning such change, in form satisfactory to the Trustee. If the change is in the serial numbers of the loocomotive engines, tenders and cars composing the original equipment hereby leased, or in the serial numbers of equipment procured to replace leased equipment worn out, destroyed or lost, the statement or other instrument shall set forth the old and the new numbers of those whereof a change in serial numbers has been effected, and if the change is in respect of the quality, quantity or character of equipment procured to replace any of the original equipment hereby leased, the statement or other instrument shall describe the quality, quantity, character and serial numbers of such new equipment and also of the equipment which is replaced thereby, and shall set forth that said new equipment is delivered and the title thereto is held by the Trustee in all respects and for all purposes as if said new equipment had been part of the original equipment hereby leased; and the Railway Company will make, execute and deliver any and all other instruments and will do any and all other things deemed necessary, proper or expedient by the Trustee in respect of the premises. The Railway Company, during the continuance of this Lease will maintain and keep all of the said railroad equipment in good order and repair at its own proper cost and charge and will replace, at its own cost, any of said railroad equipment which may be worn out, destroyed or lost from any cause whatever during the continuance of this lease, with other railroad equipment, title to which shall be taken in the name of the Trustee, of equal value as that destroyed, and bearing the same serial numbers as the equipment replaced, and marked as above provided, and of substantially as good material, character and construction, unless a change either in quality, quantity, character or numbers is expressly consented to by the Trustee in writing, as hereinbefore provided; the title to all new equipment procured for such

renewing and replacing to be taken in the name of the Trustee, free from liens, and such new equipment to be immediately subject to all the terms and conditions of this lease in all respects as though part of the originalequipment hereby leased, so that the equipment aforesaid shall at all times during the continuance of this lease not be diminished in amount or value, except so far as the same may be affected by the natural use and wear thereof.

The Railway Company covenants and agrees to make, execute and deliver or cause to be made, executed and delivered from time to time all such further or supplemental bills of sale, leases, agreements, deeds or other instruments as may by the Trustee be deemed advisable, necessary or expedient, without prejudice to the intention hereof, effectually to protect and enforce the rights of the Trustee hereunder and to protect the title of the Trustee to said equipment or to such equipment as may be at any time hereafter procured to replace any of the equipment which may become worn out, lost or destroyed, and the Railway Company shall secure all necessary governmental authority, both state and federal, as may be legally required for the execution or continuance of this lease, and any leases, agreements andother instruments hereafter to be executed pursuant hereto.

THIRD: The Railway Company will furnish to the Trustee, whenever requested by the Trustee during the continuance of this lease, and at least once in each year during the continuance of this lease, commencing on the 15th day of June, 1929, an accurate inventory of the said railroad equipment, specifying the serial numbers and description of such railroad equipment in actual service, the serial numbers and description of such as may have been destroyed, and replaced, and of such substitutes, the serial numbers of the equipment repaired during the preceding year, and the serial numbers of the equipment at the date of such statement undergoing repairs or in the shops for repair, and the Trustee shall have the right to inspect the said railroad equipment during the continuance of this lease by its agent or agents, whose expenses and reasonable compensation, however, shall be paid by the Railway Company.

FOURTH: The Railway Company will not transfer or assign this lease or its rights and interests thereunder, nor underlet the railroad equipment hereby leased, or intended so to be, or any part thereof, without the prior written consent of the Trustee; and for any breach of this covenant, the Trustee may terminate this lease and immediately retake the railroad equipment hereby leased or intended so to be, in the same manner as is hereinafter provided for any of the causes set forth in Article Seventh hereof. A transfer by bankruptcy or under any judicial process shall be deemed a breach of this covenant. It is understood and agreed, however, that the Railway Company may use the said equipment or any part thereof, or any equipment procured to replace the same, upon the lines of railway leased by it from the Wisconsin Central Railway Company, and for the purposes of such use may sublet the same to the Wisconsin Central Railway Company, subject to the terms hereof.

FIFTH: The Railway Company shall and will during the continuance of this lease keep the equipment hereby leased, and all equipment which shall be used to replace any part thereof, insured against loss or damage by fire in the following amounts:

Each locomotive engine, with its corresponding tender, shall be insured and kept insured for at least eight thousand dollars ($8,000.00) until all of the rentals set forth in Subdivision 4 of Article First of this lease shall have been paid in full; each car shall be insured for not less than fifty per cent (50%) of the cost thereof until all of the rentals set forth in Subdivision 4 of Article First hereof shall have been paid in full. The insurance shall be in a company or companies satisfactory to the Trustee, the loss, if any, to be paid to the Trustee in trust for the holders of the Trust Certificates, and the Railway Company will assign and deliver the policy or policies of such insurance to the Trustee; all insurance premiums shall and will be paid by the Railway Company; and in default of the Railway Company keeping the equipment so insured, the Trustee may make such insurance from time to time as aforesaid and pay the premium or premiums therefor, but shall not be required so to do, and in such event the Railway Company shall and will pay to the Trustee the amount of such premium or premiums so paid with interest at six per cent (6%) per annum from the time of payment. In case the Railway Company fails to make such insurance and the Trustee insures the equipment or any part thereof, as above specified, the title to the equipment shall notwithstanding the making of the other payments required to be made by the Railway Company hereunder, remain in the Trustee until the repayment of the amounts so paid for insurance, with interest at six per cent (6%) per annum from the time of payment, and the repayment of such amounts is hereby expressly made one of the obligations to be performed before title to the equipment shall vest in the Railway Company. Upon the payment of any insurance money on account of losses covered by such insurance, it shall be held and retained by the Trustee until the replacement or repair of the equipment covered by such insurance, and upon proof satisfactory to the Trustee of the proper replacement or repair of said equipment said insurance money so collected shall be paid to the Railway Company to be used by it in payment of the cost of such replacement or repair. In the event that the Railway Company shall receive from, or there shall be payable by, foreign lines of railway or other firms or corporations, moneys on account of the loss or destruction of or injuries to any of said locomotive engines, tenders and cars, the same shall forthwith be paid over to the Trustee to be held and applied upon the same terms as insurance moneys received by the Trustee hereunder as aforesaid.

SIXTH: The Railway Company agrees to comply in all respects with all the Acts of Congress and with the laws of the United States and of the States of Minnesota, Wisconsin, Michigan, Illinois, Montana, North Dakota and South Dakota, and of all other countries, states and territories in which it may operate and extend its railways, or the railways of any leased or controlled line on which said equipment shall be used during the continuance of this lease, applicable to this lease and to the said equipment, and with the lawful rules of the Interstate Commerce Commission and with all lawful acts, rules, regulations and directions of any commission, council or other legislative, executive, administrative or judicial body or officer, exercising any power, regulation or supervision over any of the equipment aforesaid, and including all laws and rules relating to automatic coupling devices, attachments, air brakes or other appliances that may be provided for by act of Congress or by any lawful commission, body or officers having jurisdiction in the premises; provided, however, that the Railway Company may in good faith contest the application of

any such law, regulation or order to or upon the said equipment or any part thereof in any reasonable manner which will not affect the title of the Trustee in and to the said equipment or cause any of said equipment to be forfeited or otherwise lost.

SEVENTH: In case the Railway Company shall make default in the payment of any part of said rental for thirty (30) days after the same shall have become payable, or shall, for thirty (30) days after the Trustee shall have demanded in writing performance thereof, fail or refuse to keep and perform any of the covenants herein or in said agreement on its part to be kept and performed, the Trustee may, in its discretion, and shall at the written request of the holders of a majority in amount of said Trust Certificates then outstanding, declare to be due and payable forthwith all unpaid rentals under this lease, and thereupon all installments of rent reserved hereunder, whether said installments shall then have fallen due or not, shall at once become forthwith due and payable, and the Trustee may, by its agent or agents, enter upon the railroad or premises whereupon or wherein the said railroad equipment may be and retake the said railroad equipment and withdraw the same from the said railroad or premises, retaining all payments which up to that time may have been made on account of rental for the said railroad equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid mileage or per diem charges earned by said equipment, and may lease the said railroad equipment, or any thereof, or sell the same or any part thereof, so far as may be necessary to perform and fulfill the trusts under this lease and said Agreement, at public or private sale, for cash or upon credit, in its discretion, and otherwise proceed to enforce its rights and the rights of the owners of interests under said Agreement and under this lease in the manner therein and herein provided; and upon such taking possession or withdrawal or lease or sale of the said railroad equipment the Railway Company shall cease to have any rights or remedies in respect of the railroad equipment under this lease and said Agreement, or otherwise, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Railway Company; and no payments theretofore made by the Railway Company for the rent or use of the said railroad equipment or any thereof shall, in the event of such default on its part and of such taking possession or withdrawal or lease or sale by the Trustee, give to the Railway Company any legal or equitable interest or title in or to said railroad equipment or any thereof or any cause or right of action at law or in equity against the Trustee or the owners of interests in said Minneapolis, St.Paul & Sault Ste. Marie Railway Company Equipment Trust, Series "O," provided, however, that if at any time after all unpaid rentals due under said lease shall have been declared due and payable on account of default as aforesaid, and before any sale, lease or other disposition of said railroad equipment by the Trustee shall have been made, all arrears of rental due under said lease and all expenses and reasonable charges of the Trustee shall have been paid, and all defaults under this lease and said agreement shall be made good to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the holders of the majority in principal amount of the trust certificates described in said agreement then outstanding by written notice to the company and to the Trustee may waive such default and rescind such declaration and its consequences; but no such waiver or recision shall extend to or affect any subsequent default or impair any right consequent thereon.

EIGHTH: In case, as above provided in Article Seventh hereof, such retaking is had or rightfully demanded by the Trustee, in pursuance of this lease, the Railway

Company will, at its own expense, forthwith and in the usual manner and at the usual speed of freight trains, draw, or cause to be drawn, the said railroad equipment to such points on its railroad as shall reasonably be designated by the Trustee; and will there deliver the same to the Trustee; and the Trustee at its option may keep the said railroad equipment on any of the lines of railroad or the premises of the Railway Company until the Trustee shall have leased, sold or otherwise disposed of the same; and for such purpose, the Railway Company agrees to furnish without charge for rental or storage, the necessary tracks at some convenient point or points; and it is hereby expressly covenanted between the Trustee and the Railway Company that performance of this covenant as herein set forth is of the essence of the contract between the parties, and that upon application to any court ofequity having jurisdiction in the premises, the Trustee shall be entitled to a decree against the railway Company requiring specific performance hereof.

NINTH: The Railway Company will protect the Trustee from all claims, demands, costs and expenses in any way accruing from the use of any patented invention employed in the construction, repair, alteration or improvement of such equipment, and will indemnify and hold the Trustee harmless from all such claims, demands, costs and expenses, and it is expressly covenanted and agreed that neither the Trustee nor the holders of Trust Certificates shall be liable for delay in the delivery to the Railway Company of any of the locomotive engines, tenders or cars composing said equipment, nor for any default on the part of the manufacturer thereof, nor for any defect therein, nor shall anything herein be construed as a warranty in respect thereof nor as a representation of the value thereof.

TENTH: This lease shall continue in force, in so far as the obligation to pay rent is concerned, notwithstanding the taking possession, withdrawal, lease or sale of said railroad equipment, and anything herein contained to the contrary notwithstanding, until the rent so paid hereunder shall furnish money sufficient to meet, discharge and cancel all the Trust Certificates for interests in said Minneapolis, St. Paul & Sault Ste. Marie Railway Company Equipment Trust, Series "O," issued under said Agreement, bearing even date herewith, and the dividends thereon, as well as the other payments and charges aforesaid. Until payment by the Railway Company to the Trustee of the entire rent herein specified, and until all of the obligations of the Railway Company hereunder shall have been fully complied with and performed, the title to the equipment aforesaid shall not pass to or vest in the Railway Company, but shall remain in the Trustee, notwithstanding the delivery to and possession and use of said equipment by the Railway Company. The Trustee hereby covenants and agrees with the Railway Company that upon the full and final payment of the rent and other moneys which the Railway Company has herein covenanted to pay, and upon the full performance of all the covenants, obligations and agreements herein and in said agreement contained upon the part of the Railway Company, the Trustee shall and will, upon the payment by the Railway Company to the Trustee of the additional sum of ten dollars ($10.00), sell, assign, and transfer or cause to be sold, assigned and transferred to the Railway Company, its successors or assigns, as its absolute property, all of the railroad equipment held under this lease, and evidence such sale and transfer by a proper bill of sale, but without warranty as to title, quality, condition or otherwise.

ELEVENTH: The term, "the Trustee," as used herein shall be held and construed to mean the party of the first part, its successors and assigns, or any successor trustee hereunder, and the words, "the Railway Company," to mean the party of the second part,

its successors and assigns, or any corporation resulting from any merger or consolidation to which the party of the second part shall be a party.

Whenever, under the provisions hereof, it is necessary or proper for any notice or demand to be made to or upon the Railway Company, or if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given or made to the Railway Company by depositing a written statement thereof, securely enclosed in a postpaid wrapper, in the United States mail, directed to the Railway Company, at its general offices, Minneapolis, Minnesota, and an affidavit by any person representing or acting on behalf of the Trustee as to such mailing shall be evidence of the giving of such notice and the making of such demand.

TWELFTH: This lease may be simultaneously executed in several counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Illinois Merchants Trust Company, as Trustee, party of the first part, and Minneapolis, St. Paul & Sault Ste. Marie Railway Company, party of the second part, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

ILLINOIS MERCHANTS TRUST COMPANY,

By F. F. TAYLOR

Vice-President.

CORPORATE SEAL

Attest:

F. E. MUSGROVE

Assistant Secretary.

In the Presence of:

F. W. Lagerholm

C. E. Ranning

Witnesses.

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY,

By C. T. JAFFRAY

President

CORPORATE SEAL

Attest:

W. R. Harley

Secretary.

In the Presence of:

A. M. Sheridan

R. W. O'Hara

Witnesses

State of Illinois)
County of Cook.) ss.

I, E. B. STOFFT, a notary public of the State of Illinois, duly authorized, commissioned and qualified to act as a notary public in and for the County of Cook in the State of Illinois, and to take the acknowledgment of deeds and other instruments to be recorded and proof thereof, and residing in said County, DO HEREBY CERTIFY that on this 3rd day of July, in the year A. D. 1928, before me, the subscriber, personally came and appeared this day in person F. F. TAYLOR, a Vice-President, and F. E. MUSGROVE, one of the Assistant Secretaries of the above named Illinois Merchants Trust Company, to me personally known and personally known to me to be a Vice-President and one of the Assistant Secretaries, respectively, of said Illinois Merchants Trust Company, the corporation that is described in and that executed the above and within and foregoing instrument, and personally known to me to be the same persons whose names are subscribed to the above and within and foregoing instrument and to be the persons who executed the same as such Vice-President and Assistant Secretary, respectively; who, being by me severally duly sworn, did depose and say and acknowledge; That he, the said F. F. Taylor resides in Oak Park in the State of Illinois, and that he, the said F. E. Musgrove resides in Chicago, in the State of Illinois; that he, the said F. F. Taylor is a Vice-President and he, the said F. E. Musgrove is one of the Assistant Secretaries of said Illinois Merchants Trust Company; that the name of said company was subscribed to the above and within and foregoing instrument by him, the said F. F. Taylor as a Vice-President thereof; that he the said F. F. Taylor and he, the said F. E. Musgrove know the seal of said corporation; that the seal affixed to the said above and within and foregoing instrument is such corporate seal of said corporation and that said name was subscribed, and said seal was attached and so affixed to the above and within and foregoing instrument, and that said instrument was signed, sealed, executed and delivered in behalf of said corporation by the order and by the direction and authority of its Board of Directors and said corporation, and that he the said F. F. Taylor and he the said F. E. Musgrove, signed their respective names thereto by like order; and I hereby certify that said F. F. Taylor, and said F. E. Musgrove acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same and that they signed, sealed and delivered the said instrument as the free and voluntary act of the said Illinois Merchants Trust Company, and as the free and voluntary act of each of them as such Vice-President and Assistant Secretary, respectively, for the uses and purposes therein expressed, mentioned and set forth.

Given under my hand and official seal this 3rd day of July, A. D. 1928.

E. B. STOFFT
Notary Public in and for the County of Cook, in the
State of Illinois.

Notarial Seal

My commission expires Aug. 29, 1930.

State of Minnesota,)
County of Hennepin) ss.

I, C. W. Arine, a Notary Public of the State of Minnesota, duly authorized, commissioned and qualified to act as a Notary Public in and for the County of Hennepin in the State of Minnesota and to take the acknowledgment of deeds and other instruments to be recorded and proof thereof, and residing in said County, DO HEREBY CERTIFY that on this 30th day of June, in the year A. D. 1928, before me, the subscriber, personally came and appeared this day in person C. T. Jaffray, the President and W. R. Harley, Secretary of the above named Minneapolis, St. Paul & Sault Ste. Marie Railway Company, to me personally known and personally known to me to be the President and the Secretary, respectively, of said Minneapolis, St. Paul & Sault Ste. Marie Railway Company, the corporation that is described in and that executed the above and within and foregoing instrument, and personally known to me to be the same persons whose names are subscribed to the above and within and foregoing instrument and to be the persons who executed the same as such President and Secretary, respectively, who, being by me severally duly sworn, did depose and say and acknowledge: That he, the said C. T. Jaffray resides in Minneapolis, in the State of Minnesota, and that he the said W. R. Harley, resides in Minneapolis, in the State of Minnesota; that he the said C. T. Jaffray is the President, and he, the said W. R. Harley, is the Secretary of said Minneapolis, St. Paul & Sault Ste. Marie Railway Company; that the name of said company was subscribed to the above and within and foregoing instrument by him the said C. T. Jaffray, as the President thereof, that he, the said E. T. Jaffray, and he the said W. R. Harley know the corporate seal of said corporation; that the seal affixed to the said above and within and foregoing instrument is such corporate seal of said corporation and that said name was subscribed and said seal attached and so affixed to the above and within and foregoing instrument, and that said instrument was signed, sealed, executed and delivered in behalf of said corporation by the order and by the direction and authority of its Board of Directors and said corporation, and that he the said C. T. Jaffray and he the said W. R. Harley signed their respective names thereto by like order; and I hereby certify that said C. T. Jaffray and said W. R. Harley, acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same and that they signed, sealed and delivered the said instrument as the free and voluntary act of the said Minneapolis, St. Paul & Sault Ste. Marie Railway Company and as the free and voluntary act of each of them as such President and Secretary, respectively, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of June, A. D. 1928.

C. W. Arine

C. W. Arine
Notary Public, Hennepin County, Minn.
My commission Expires Jan. 13th, 1932.

NOTARIAL SEAL

A G R E E M E N T .

THIS AGREEMENT, Dated the 15th day of June, 1928, between ILLINOIS MERCHANTS TRUST COMPANY, a corporation created and existing under the laws of the State of Illinois, Trustee, hereinafter called the "Trustee" party of the first part, and MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY, a corporation organized and existing under the laws of Minnesota and other states, hereinafter called the "Railway Company," party of the second part;

WHEREAS, The Railway Company desires to obtain the use of additional railroad equipment in order that traffic over its lines may be properly transported; and

WHEREAS, the Trustee for the purposes of this trust has acquired or contracted to acquire, and by Indenture of Lease, dated June 15th, 1928, a counterpart original of which is hereto annexed and made a part hereof, hereinafter sometimes called "the lease" has leased to the Railway Company, certain railroad equipment therein particularly described, upon the rental, terms and conditions in said indenture of lease set forth; and

WHEREAS, Subscriptions have been secured to the aggregate amount of One Million Two Hundred and Sixty Thousand and No/100 Dollars ($1,260,000.00) to a fund to be known as "Minneapolis, St. Paul & Sault Ste. Marie Railway Company Equipment Trust, Series 'O'," to be deposited with the Trustee and by it applied, together with the advance rentals to be paid by the Railway Company, as specified in Subdivision 1 of Article First of said lease, to the payment of the purchase price of the entire equipment in said lease mentioned and described; and

WHEREAS, It is proposed to secure to the subscribers to said fund of One Million Two Hundred and Sixty Thousand and No/100 Dollars ($1,260,000.00) the repayment thereof in twenty (20) consecutive semi-annual installments of Sixty-three Thousand and No/100 Dollars ($63,000.00) each, payable on the 15th day of December and the 15th day of June in each year, beginning on the 15th day of December, 1928, and ending on the 15th day of June, 1938, with dividends from the 15th day of June,1928, at the rate of four per cent (4%) per annum, payable semi-annually on the 15th day of December and the 15th day of June in each year, out of rentals provided for in said lease, and to evidence the interests of the subscribers in said fund by Trust Certificates in the form hereinafter set forth.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

FIRST: The Trustee covenants and agrees that upon the due execution hereof and after it shall have received from the Railway Company the payment or payments of advance rental specified in Subdivision 1 of Article First of the said lease, it will, from time to time, execute and deliver to or upon the order of the subscribers to the said fund known as "Minneapolis, St. Paul & Sault Ste. Marie Railway Company Equipment Trust, Series 'O'", Trust Certificates hereunder, upon the deposit in cash with the Trustee of an amount of money equal to the principal amount of the Trust Certificates, the execution and delivery of which is so requested; and that it will purchase and acquire the said railroad equipment, and hold the same and the said lease thereof in trust for the

benefit of the holders of the interests represented by said certificates, and will apply the said fund, together with the payment or payments of advance rental specified in said Subdivision 1 of Article First of the said lease, when and as received by it, to the payment of the purchase price of the entire equipment in said lease described. Said Trust Certificates, and the dividend warrants to be annexed thereto, shall be in substantially the following form:

[FORM OF TRUST CERTIFICATE]

United States of America

No. $1,000.00

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY

EQUIPMENT TRUST, SERIES "O."

Due , 19 . Dividend Rate 4 Per Cent.

Dividends Payable and

TOTAL AUTHORIZED ISSUE, $1,260,000.00.

Illinois Merchants Trust Company, Trustee, under a certain Agreement dated the 15th day of June, 1928, between Illinois Merchants Trust Company, Trustee, of the first part, and the Minneapolis, St. Paul & Sault Ste. Marie Railway Company, of the second part, hereby certified that the bearer hereof, or, if this Certificate be registered, the registered owner hereof is entitled to an interest of One Thousand and No/100 Dollars ($1,000.00) in Minneapolis, St.Paul & Sault Ste. Marie Railway Company Equipment Trust, Series "O", in accordance with the provisions of said agreement.

The principal amount represented by this certificate is payable on the day of 19 , upon the surrender hereof at the office of the Trustee in the City of Chicago, State of Illinois, or Bankers Trust Company in the City of New York, State of New York; and in the meantime dividends will be payable thereon at either of said places, at the option of the holder, at the rate of four per cent (4%) per annum from June 15th, 1928, semi-annually, on the 15th days of December and June in each year, but only on presentation and surrender, as they severally mature, of the dividend warrants attached hereto. Both principal and dividends are payable in gold coin of the United States of or equal to the present standard of weight and fineness, and without deduction from either principal or dividends for or on account of any tax or taxes (except succession and inheritance taxes and any federal income tax in excess of two per cent (2%) per annum) which the said Railway Company or the Trustee may be required to pay or deduct or retain therefrom under any present or future law of the United States of America, or of any state, county, municipality, or other taxing authority therein. Both principal and dividends, however, are payable only from and out of rentals when and as received by the Trustee under a certain Lease of Railroad Equipment made by the Trustee to the Railway Company dated June 15th, 1928.

This certificate is one of an issue of twelve hundred sixty (1260) certificates for One Thousand and No/100 Dollars ($1,000.00) each, numbered from 1 to 1260, inclusive, all of like tenor except as to dates of maturity, sixty-three of said certificates payable on the 15th day of December in each year, and sixty-three of said certificates payable on the 15th day of June in each year, commencing December 15th, 1928, and ending June 15th, 1938, all issued under the terms of said agreement dated June 15th, 1928, under which said railroad equipment and the said lease thereof are held by the said Trustee for the benefit of the holders of the interests represented by said certificates and the dividend warrants thereto appertaining, to which agreement and lease filed with the Trustee at its office in the City of Chicago, reference is hereby made for a further statement of the rights of the holder hereof thereunder, and to all the provisions of which the holder hereof by accepting this certificate assents. This certificate may be registered as to principal at the office of the Trustee in the City of Chicago, in the name of the owner hereof and such registration noted hereon by or on behalf of the Trustee. Thereafter no transfer hereof shall be valid unless made at said office by the registered owner hereof, in person or by his duly authorized attorney, and similarly noted; but this certificate may be discharged from registration by being in like manner transferred to bearer, and may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the dividend warrants hereunto attached, which shall continue to be transferable by delivery merely and shall remain payable to bearer.

In case of default in the performance or observance of any of the covenants of the Railway Company in said agreement or said lease contained, the principal of this certificate may become or be declared due and payable in the manner and with the effect therein provided.

IN WITNESS WHEREOF, The Trustee has caused this certificate to be signed by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or an Assistant Secretary, and dividend warrants bearing the facsimile signature of one of its Assistant Secretaries to be attached hereto, as of the 15th day of June, 1928.

ILLINOIS MERCHANTS TRUST COMPANY,

By.....
Vice President.

Attest:

.....
Assistant Secretary.

Such Trust Certificates shall have dividend warrants thereto attached in general form as follows, to-wit:

[FORM OF DIVIDEND WARRANT]

NO. $20.00

Due to the bearer hereon on the day of 19 , on surrender hereof at the office of Illinois Merchants Trust Company, in the City of Chicago, State of Illinois, or Bankers Trust Company in the City of New York, State of New York, the sum of Twenty and No/100 Dollars ($20.00), without deduction for any tax or taxes (except succession and inheritance taxes and any federal income tax in excess of two per cent (2%) per annum), being semi-annual dividend on

Trust Certificate No. of Minneapolis, St. Paul & Sault Ste. Marie Railway Company Equipment Trust, Series "O" payable only out of rentals, when and as received by the Trustee, under the lease referred to in said Certificate.

ILLINOIS MERCHANTS TRUST COMPANY, TRUSTEE,

By.....,
Assistant Secretary.

The facsimile signature of an Assistant Secretary of the Trustee at the time of original issue may be engraved or printed upon said dividend warrants.

The said Trust Certificates shall be numbered from No. 1 to No. 1260, inclusive, and by the terms thereof the principal thereof shall be payable as follows:

1 to 63, both inclusive, on December 15, 1928;
64 to 126, " " , on June 15, 1929;
127 to 189, " " , on December 15, 1929;
190 to 252, " " , on June 15, 1930;
253 to 315, " " , on December 15, 1930;
316 to 378, " " , on June 15, 1931;
379 to 441, " " , on December 15, 1931;
442 to 504, " " , on June 15, 1932;
505 to 567, " " , on December 15, 1932;
568 to 630, " " , on June 15, 1933;
631 to 693, " "- , on December 15, 1933;
694 to 756, " " , on June 15, 1934;
757 to 819, " " , on December 15, 1934;
820 to 882, " " , on June 15, 1935;
883 to 945, " " , on December 15, 1935;
946 to 1008, " " , on June 15, 1936;
1009 to 1071, " " , on December 15, 1936;
1072 to 1134, " " , on June 15, 1937;
1135 to 1197, " " , on December 15, 1937
1198 to 1260, " " , on June 15, 1938;

and all dividends on each and every of said Trust Certificates shall cease after the principal thereof shall have become due, if payment of all rental shall be made by the Railway Company, as herein and in said lease provided.

The aggregate principal amount of said Trust Certificates which shall be executed and delivered by the Trustee hereunder (other than Trust Certificates issued in lieu of, or in exchange or substitution for, lost, destroyed, mutilated or defaced Trust Certificates) shall not exceed the sum of One Million Two Hundred and Sixty Thousand and No/100 Dollars ($1,260,000).

SECOND: Any of the definitive trust certificates may be registered as to principal in the name of the owner at the office of the Trustee, in the City of Chicago, and such registration shall be noted thereon by or on behalf of the Trustee. Thereafter no transfer thereof shall be valid unless made in said office by the registered owner thereof, unless made in said office by the registered owner thereof, in person or by his duly authorized attorney, and similarly noted; but the same may be discharged from registration by being in like manner transferred to bearer; and such trust certificates may again and from time to time be registered or transferred to bearer as before.

Such registration, however, shall not affect the dividend warrants but every such dividend warrant shall continue to be transferred by delivery merely and shall remain payable to bearer.

Anything to the contrary herein notwithstanding, the parties hereto may deem and treat the bearer of an unregistered Trust Certificate, and the bearer of any dividend warrant, as the absolute owner of such Trust Certificate or dividend warrant, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and shall not be affected by any notice to the contrary. The parties hereto may deem and treat the registered owner of any registered trust certificate as the absolute owner of such trust certificate for all purposes except payment of dividends and shall not be affected by any notice to the contrary.

For any registration, transfer or discharge from registration, the Trustee at its option may, and if so requested by the Railway Company shall, require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge connected therewith.

THIRD: In case any Trust Certificate, or the dividend warrants thereto attached, shall become mutilated or defaced or be lost or destroyed, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver anew Trust Certificate, with all unmatured dividend warrants appertaining thereto, of like maturity, tenor and date, and bearing the same serial number as the one mutilated, defaced or lost or destroyed, in exchange or substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate and dividend warrants, or in lieu of and substitution for the same if lost or destroyed, and make payment of any matured dividend warrants appertaining to the same. The applicant for a new Trust Certificate shall furnish to the Trustee and to the Railway Company, evidence to their satisfaction of the loss or destruction of such Trust Certificate or dividend warrants alleged to have been lost or destroyed, and of the ownership of such mutilated, defaced, lost or destroyed Trust Certificate and dividend warrants, and also such security or indemnity as may be required by the Trustee and by the Railway Company in their discretion, and shall pay all expenses and charges of such substitution or exchange.

FOURTH: Temporary printed or typewritten Trust Certificates, with or without dividend warrants, in such denominations as the Trustees may determine, may be issued by the Trustee, which shall be exchangeable upon surrender for definitive Trust Certificates, bearing appropriate dividend warrants, when the same shall have been prepared. Each of such temporary Trust Certificates shall designate the date or dates of maturity of the definitive Trust Certificate or Certificates for which it is exchangeable, and until such exchange, the said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates.

FIFTH: Subject to the provisions of Section Ninth hereof, the Trustee further covenants to perform, and so far as possible to enforce the performance of, all and singular the terms, conditions and covenants of said lease, to apply said fund of $1,260,000.00, together with the advance rentals to be paid by the Railway Company, specified in Subdivision 1 of Article First of said lease, to the payment of the purchase price of the entire equipment in said lease mentioned and described, and to apply and distribute the deferred rentals under said lease, when and as the same shall be received, as follows, to-wit:

(a) To the payment of the expenses and reimbursement for advances and reasonable compensation of the Trustee in the administration of its trust under this Agreement and the said lease;

(b) To the payment of any and all taxes upon the leased property and the rental thereof, which the Trustee may be required to pay thereon, and of any taxes (except succession and inheritance taxes and any federal income tax in excess of two per cent (2%) per annum), which the Trustee may be required to pay, or to deduct or retain from the principal of said Trust Certificates or the dividends thereon under any present or future law of the United States of America, or of any state, county, municipality or other taxing authority therein, to the extent that it may lawfully do so;

(c) To the payment of the dividend warrants attached to the said Trust Certificates when and as the same shall become payable;

(d) To the payment of the principal of the said Trust Certificates when and as the same shall become payable.

The said dividend warrants and Trust Certificates shall be cancelled upon payment thereof.

The Trustee shall not apply any of the said fund or advance rentals to the payment of the purchase price of the equipment mentioned and described in said Lease unless and until it shall have received:

(a) A certificate of an authorized representative of the Railway Company stating that the equipment specified by number in such certificates has been inspected, approved and accepted by the said representative, and that it is ready for delivery to the Railway Company, and marked in accordance with the provisions of Article Second of said Lease; and such certificate shall be final and conclusive evidence that the said equipment conforms in all respects to the requirements of the contract for the purchase thereof and of this Agreement and said Lease; the President of the Railway Company shall, in writing, notify the Trustee of the appointment of the representative selected by the Railway Company to make such inspection and to furnish such certificate;

(b) A bill and invoice for the equipment as delivered in the name of Illinois Merchants Trust Company, as Trustee of Minneapolis, St. Paul & Sault Ste. Marie Railway Company Equipment Trust, Series "O," approved in writing thereon by the President or a Vice President or the Secretary or the Treasurer or the Auditor of the Railway Company, together with a bill of lading for the equipment;

(c) A bill or bills of sale of such equipment from the Manufacturer thereof to the Trustee.

SIXTH: The Railway Company agrees from time to time on request to pay to the Trustee reasonable compensation for its services (which shall not be limited by any provision of law with respect to the compensation of the Trustee of an express trust) and all expenses incurred by it; and to reimburse the Trustee for all advances made by it in the discharge of the trusts hereunder, and to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except for its own wilful default or gross negligence, and the Railway Company further covenants and agrees to pay all taxes (except succession and inheritance taxes and any federal income tax in excess of two per cent (2%) per annum), which the Trustee may be required to pay, or to deduct or retain from the principal of the said Trust Certificates or the dividends thereon, as above provided.

SEVENTH: In case the Railway Company shall at any time make default in the payment of any part of the rental in said lease reserved for thirty (30) days after the same shall become payable, or shall, for thirty (30) days after the Trustee shall have demanded in writing performance thereof, fail to keep and perform any of the terms and covenenats of this Agreement or of the said lease, as herein and therein provided, the Trustee may, in its discretion, and shall at the written request of the holders of a majority in amount of said Trust Certificates then outstanding, declare the principal of all of said Trust Certificates hereby secured to be due and payable, and the same shall become and be immediately due and payable, and thereupon the Trustee shall have the right to enforce all the terms and stipulations of said lease, and in case the Trustee shall retake possession of said railroad equipment,as therein provided, it may either hold or lease or dispose of said railroad equipment, or so much thereof as it may deem necessary, in such manner, at public or private sale for cash or upon credit, as the Trustee may deem most beneficial; and the proceeds of such lease or sale shall be applied by the Trustee, after deducting the expenses and proper compensation of the Trustee for its services and all other amounts owing to it under this Agreement and the said lease, and all taxes (except succession and inheritance taxes and any federal income tax in excess of two per cent (2%) per annum), which the Trustee may be required to pay, or to deduct or retain, in respect of the leased property and the rental thereof, or the Trust Certificates aforesaid, or the dividends thereon, as above provided, to the payment of:

First: the dividend warrants then due; and

Second: the principal of all of the outstanding Trust Certificates, with interest at the rate of four per cent (4%) per annum, from the last preceding dividend date to the date of payment of the principal of the Trust Certificates, whether or not said Trust Certificates, or any of them, shall then have matured by their terms, in full, if said proceeds shall be sufficient, and if not, then pro rata, without regard to the date of maturity thereof;

THIRD: any surplus then remaining to the Railway Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same, provided, however, that if at any time after the principal of all of said Trust Certificates shall have been declared due and payable on account of default as aforesaid, and before any sale, lease or other disposition of said railroad equipment by the Trustee shall have been made, all arrears of rental due under said lease and all expenses and reasonable charges of the Trustee shall have been paid, and all defaults under this agreement or said lease shall be made good to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the holders of the majority in principal amount of said trust certificates then outstanding by written notice to the company and to the Trustee may waive such default and rescind such declaration and its consequences; but no such waiver or recision shall extend to or affect any subsequent default or impair any right consequent thereon.

Such retaking possession of said equipment by the Trustee shall not be a bar to or prevent the recovery by the Trustee from the Railway Company of future accruing rentals until such sum is realized as, with the proceeds of the sale of said equipment, shall be sufficient for the payment in full of all taxes and expenses as aforesaid, together with all dividend warrants then due and the principal of all said Trust Certificates then outstanding, with interest thereon as aforesaid; and upon the payment of the dividend warrants then due and of the principal of all outstanding Trust Certificates, with interest at the rate of four per cent (4%) per annum from the last preceding dividend date to the date of payment of the principal of the Trust Certificates, all the Trust Certificates and the dividend warrants thereto belonging, both matured and unmatured, shall be cancelled.

EIGHTH: The Trustee may exercise its powers and perform its duties hereunder by or through attorneys, agents and employes and for their acts and neglects, if selected with reasonable care the Trustee shall be in no wise responsible. The Trustee shall not be liable for any error of judgment or for any action or forbearance in the exercise of its discretion hereunder. The Trustee may advise with the legal counsel to be selected and employed by it at the expense of the Railway Company and shall be fully protected in any action taken by it in good faith in reliance upon the advice or opinion of such counsel. Finally and generally the Trustee save for its own wilful default or gross negligence shall not be personally liable to anybody. The Trustee shall not be liable to see to the insurance of any of the said railroad equipment; nor payment for such insurance nor for repairs to or protection of any of the said railroad equipment; nor shall it be responsible for recording of this agreement or of the lease herein referred to, or any subsequent lease or agreement.

NINTH: The Trustee shall be under no obligation to take any action for the execution or enforcement of any of the provisions of the said lease or of the trusts hereby created unless requested thereunto in writing by the holders of not less than a majority in amount of the then outstanding Trust Certificates issued hereunder and upon being indemnified to its satisfaction against expense and liability with respect thereto, and also furnish with proof satisfactory to it as to the ownership of the Trust Certificates and dividend warrants in respect of which any notice or request may be made, but neither any such request nor this provision therefor shall affect any discretion herein elsewhere specifically given to the Trustee to determine whether or not it shall take action in respect of any such default, or take action without request.

TENTH: No holder of any Trust Certificate or dividend warrant issued hereunder shall have any right to institute any suit, action or proceedings for the execution and enforcement of the trusts hereby created, unless after the aforesaid request in writing by the holders of not less than a majority in amount of the then outstanding Trust Certificates shall have been made to the Trustee, indemnity satisfactory to it provided, and a reasonable time has elapsed for action by the Trustee upon such request, it shall decline or neglect to institute any proceedings pursuant thereto.

The Trustee may, for all purposes, conclusively assume that the Railway Company is not in default under the terms hereof or of the lease until notified in writing to the contrary by the holders of at least twenty-five per cent (25%) in amount of the then outstanding Trust Certificates issued hereunder, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

The Trustee shall not incur any liability to anybody in acting upon any notice, consent, order, certificate, warrant or letter, telegram, other paper or instrument believed by it to be genuine or authentic, and to be signed by the proper party or parties.

The Trustee may, in any case in which provision is made in this Agreement or in said lease for the giving of its consent to any action on the part of the Railway

Company, rely, in giving such consent, upon a request of the Railway Company expressed by resolution of its Board of Directors or Executive Committee, and upon an affidavit or affidavits by an executive official or executive officials of the Railway Company as to the facts which constitute the basis for such consent.

The Trustee may become the owner of and deal in Trust Certificates issued hereunder, and may make loans on the security thereof, with the same rights it would have if it were not Trustee.

The Railway Company with all convenient speed will cause this Agreement and said Lease to be duly filed and recorded or registered; but said Trust Certificates may be issued hereunder without awaiting such filing and recordation or registration.

The Railway Company agrees to pay the expenses incident to the preparation and execution of the Trust Certificates and dividend warrants to be issued hereunder, and also connected with the preparation, execution, recording, registration and filing hereof and of said lease and of any instruments executed under the provisions hereof or of said lease in respect to said equipment, or any equipment used to replace any of the same.

TheTrustee shall, when and as the same may reasonably be required, render to the Railway Company and to the holders of Trust Certificates a statement of its said trust and of the accounts relating thereto, and covering such matters as may properly be required, and the Railway Company and the holders of Trust Certificates may, from time to time, examine the books and accounts of the Trustee relating to said Trust Certificates, to this Agreement and said Lease, and to the acts of the Trustee hereunder and thereunder.

If at any time or times it shall be necessary, in order to conform to any law, or if the Trustee shall be advised by counsel, satisfactory to it, that it is necessary or prudent in the interest of the holders of Trust Certificates so to do, or if the holders of a majority in amount of the Trust Certificates then outstanding shall in writing request the Trustee so to do, the Trustee and the Railway Company shall execute and deliver all instruments necessary or proper to appoint an individual, approved by the Trustee, to act as co-trustee hereunder for the purpose of this Agreement and with such rights and powers as may be specified in such instruments; and upon the acceptance in writing by such individual he shall be vested with the rights and powers specified in such instruments. Every such instrument shall be filed with the Trustee or its successor in the trust.

ELEVENTH : All moneys received by the Trustee hereunder or under the said lease shall, until the Trustee shall be required to pay out the same in conformity herewith or therewith, be held by it for the purposes set forth in this Agreement and in the said lease, and the Railway Company shall be entitled to such interest thereon as during that time the Trustee allows to similar depositors.

TWELFTH. If at any time the Trustee, or any successor to it in the trust hereby created, shall desire to divest itself of its title to the leased equipment and to terminate its duties and obligations and rights under this Agreement and the Trust Certificates, it shall so notify the Railway Company in writing, and the Railway Company shall thereupon designate in writing to the Trustee a bank or trust company, qualified as below specified, to which may be assigned the entire right, title and interest of the Trustee in the leased equipment and in which may be vested the rights, powers, duties and obligations of the trust under this Agreement and the Trust Certificates. Upon the payment of all expenses and compensation of the Trustee then due hereunder, and the transfer and delivery of all moneys and equipment held by the Trustee and the execution by the Trustee of such instruments of transfer as may be requested by the successor trustee and upon acceptance by the successor trustee of the assignment and of the trust, the Trustee shall be relieved and discharged of all the title, rights, powers, duties, obligations and immunities of the trust under this Agreement and the Trust Certificates, and the same shall become vested in such successor trustee and every provision of this Agreement applicable to the Trustee shall apply to such successor trustee with like effect as if originally named herein in the place and stead of the party of the first part. In the event that the Railway Company fails to designate such a successor trustee by instrument in writing delivered to the Trustee within two weeks from the time of receiving such notice in writing from the Trustee, the Trustee may thereupon designate such successor trustee. The Railway Company will execute all such writing recognizing the transfer of title as aforesaid and all such instrument of further assurance or otherwise as may be requested by the successor trustee in the premises and will do and perform all acts necessary to establish and maintain the title and rights of the successor trustee in and to the said equipment. Every successor trustee shall be a trust company or bank having power so to act and organized under the laws of the United States or of the State of Illinois, doing business in the City of Chicago, and having a capital and surplus of at least $2,000,000.00, if there be such trust company or bank willing and able to accept the trust upon reasonable and customary terms and duly qualified to act as such trustee.

Any corporation resulting from any merger or consolidation to which the Trustee or any successor to it shall be a party, provided such corporation shall be a corporation organized under the laws of the United States of America or of the State of Illinois, and shall do business in the City of Chicago, and State of Illinois, and have a capital and surplus aggregating at least $2,000,000.00, shall be the successor trustee under this Agreement and the Trust Certificates without the execution or filing of any paper or any further act on the part of either of the parties herein, anything herein to the contrary notwithstanding.

THIRTEENTH: The term "the trustee" as used herein shall be held and construed to mean the party of the first part, its successors and assigns, or any successor trustee hereunder, and the words, "the Railway Company" to mean the party of the second part, its successors and assigns, or any corporation resulting from any merger or consolidation to which the party of the second part shall be a party.

Whenever, under the provisions hereof, it is necessary or proper for any notice or demand to be made to or upon the Railway Company, or if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given or made to the Railway Company by depositing a written statement thereof, securely enclosed in a post-paid wrapper, in the United States mail, directed to the Railway Company at its general offices, Minneapolis, Minnesota, and an affidavit by any person representing or acting on behalf of the Trustee as to such mailing shall be evidence of the giving of such notice and the making of such demand.

FOURTEENTH: This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Illinois Merchants Trust Company, as Trustee, party of the first part, and Minneapolis, St. Paul & Sault Ste. Marie Railway Company, party of the second part, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the

day and year first above written.

ILLINOIS MERCHANTS TRUST COMPANY,

By F. F. Taylor

Vice President.

CORPORATE SEAL

Attest:

F. E. Musgrove

Assistant Secretary.

In the Presence of:

R. C. Noreus

E. N. Hartman

Witnesses .

MINNEAPOLIS, St.PAUL & SAULT STE. MARIE RAILWAY COMPANY,

By C. T. Jaffray

President.

CORPORATE SEAL

Attest: W. R. Harley

Secretary

In the Presence of:

A. M. Sheridan

R. W. O'Hara

Witnesses

State of Illinois,)
County of Cook.) ss.

I, E. B. Stofft, a notary public of the State of Illinois, duly authorized, commissioned and qualified to act as a notary public in and for the County of Cook in the State of Illinois, and to take the acknowlegment of deeds and other instruments to be recorded and proof thereof, and residing in said County, DO HEREBY CERTIFY that on this 3rd day of July, in the year A. D. 1928, before me the subscriber, personally came and appeared this day in person F. F. Taylor, a Vice-President, and F. E. Musgrove, one of the Assistant Secretaries of the above named Illinois Merchants Trust Company, to me personally known and personally known to me to be a Vice President and one of the Assistant Secretaries, respectively, of said Illinois Merchants Trust Company, the corporation that is described in and that executed the above and within and foregoing instrument, and personally known to me to be the same persons whose names are subscribed to the above and within and foregoing instrument and to be the persons who executed the same as such Vice President and Assistant Secretary, respectively; who, being by me severally duly sworn, did depose and say and acknowledge: That he, the said F. F. Taylor resides in Oak Park, in the State of Illinois, and that he, the said F. E. Musgrove resides in Chicago, in the State of Illinois; that he, the said F. F. Taylor, is a Vice President and he, the said F. E. Musgrove is one of the Assistant Secretaries of said Illinois Merchants Trust Company; that the name of said Company was subscribed to the above and within and foregoing instrument by him the said F. F. Taylor, as a Vice President thereof; that he, the said F. F. Taylor, and he, the said F. E. Musgrove, know the seal of said corporation; that the seal affixed to the said above and within

and foregoing instrument is such corporate seal of said corporation and that said name was subscribed, and said seal was attached and so affixed to the above and within and foregoing instrument, and that said instrument was signed, sealed, executed and delivered in behalf of said corporation by the order and by the direction and authority of its Board of Directors and said corporation, and that he the said F. F. Taylor, and he the said F. E. Musgrove, signed their respective names thereto by like order; and I hereby certify that said F. F. Taylor and said F. E. Musgrove acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same and that they signed, sealed and delivered the said instrument as the free and voluntary act of the said Illinois Merchants Trust Company, and as the free and voluntary act of each of them as such Vice President and Assistant Secretary, respectively, for the uses and purposes therein expressed, mentioned and set forth.

Given under my hand and official seal this 3rd day of July, A. D. 1928.

E. G. Stofft

Notary Public in and for the County of Cook,

NOTARIAL SEAL in the State of Illinois

My commission expires Aug. 29, 1930.

State of Illinois,)
County of Cook.) ss.

I, ROBERT M. SWEITZER, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistry, that E. B. Stofft, whose name is subscribed to the proof of acknowledgment of the annexed instruments in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine.

The law of Illinois does not require the impression of the Seal of a Notary Public to be filed in the County Clerk's office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 3 day of July 1928.

ROBERT M. SWEITZER

County Clerk

COOK COUNTY SEAL

STATE OF MINNESOTA)
ss.
County of Hennepin)

I, C. W. Arine, a notary public of the State of Minnesota, duly authorized, commissioned and qualified to act as a notary public in and for the County of Hennepin in the State of Minnesota and to take the acknowledgment of deeds and other instruments to be recorded and proof thereof, and residing in said County, DO HEREBY CERTIFY that on this 30th day of June, in the year A. D. 1928, before me, the subscriber, personally came and appeared this day in person C. T. Jaffray, the President, and W. R. Harley, Secretary of the above named Minneapolis, St. Paul & Sault Ste. Marie Railway Company, to me personally known and personally known to me to be the President and the Secretary, respectively, of said Minneapolis, St. Paul & Sault Ste. Marie Railway Company, the corporation that is described in and that executed the above and within and foregoing instrument, and personally known to me to be the same persons whose names are subscribed to the above and within and foregoing instrument and to be the persons who executed the same as such President and Secretary, respectively, who, being by me severally duly sworn, did depose and say and acknowledge: That he, the said C. T. Jaffray resides in Minneapolis, in the State of Minnesota, and that he, the said W. R. Harley, resides in Minneapolis, in the State of Minnesota; that he, the said C. T. Jaffray is the President, and he, the said W. R. Harley, is the Secretary of said Minneapolis, St.Paul & Sault Ste. Marie Railway Company; that the name of said company was subscribed to the above and within and foregoing instrument by him, the said C. T. Jaffray as the President thereof; that he, the said C. T. Jaffray, and he, the said W. R. Harley, know the corporate seal of said corporation; that the seal affixed to the said above and within and foregoing instrument is such corporate seal of said corporation and that said name was subscribed and said seal attached and so affixed to the above and within and foregoing instrument, and that said instrument was signed, sealed, executed and delivered in behalf of said corporation by the order and by the direction and authority of its Board of Directors and said corporation , and that he, the said C. T. Jaffray, and he, the said W. R. Harley, signed their respective names thereto by like order; and I hereby certify that said C. T. Jaffray and said W. R. Harley acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same and that they signed, sealed and delivered the said instrument as the free and voluntary act of the said Minneapolis, St. Paul & Sault Ste. Marie Railway Company and as the free and voluntary act of each of them as such President and Secretary, respectively, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of June, A. D. 1928.

C. W. ARINE

Notarial Seal

C. W. Arine
Notary Public, Hennepin County, Minn.
My commission expires Jan. 13th, 1932.

Notary Certificate C. C. 39 2M 6-23 8067

State of Minnesota,)
ss.
County of Hennepin)

I, WALTER A. RYBERT, Clerk of the District Court for the County of Hennepin, Fourth Judicial District of the State of Minnesota, the same being a court of record and having a seal, do hereby certify that

C. W. Arine

whose name is subscribed to the certificate of proof or acknowledgment of the annexed instruments was, at the time of taking such proof or acknowledgment a Notary Public, in and for said county, residing in said county, and duly authorized by the laws of said state to take and certify acknowledgments or proofs of deeds of lands in said state, that I am well acquainted with the handwriting of the said Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

COUNTY SEAL

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said District Court, at the City of Minneapolis, in said County, this 2 day of July A. D. 1928.

WALTER A. RYBERG Clerk

By E. J. Stockdale Deputy.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 9th day of July A. D. 1928 at 11 o'clock A. M. and recorded in Vol. 27 of R. R. Mtgs. on page 219-243 Inc.
Theodore Dammann
Secretary of State

Indexed 154

THE CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD
EQUIPMENT TRUST

Series E

LEASE OF RAILROAD EQUIPMENT

Dated July 2, 1928

Bank of North America and Trust Company

to

Chicago, Milwaukee, St. Paul and Pacific

Railroad Company

AGREEMENT

Dated July 2, 1928

Andrew S. Hannum

and

Harry Wells

Vendors

with

Bank of North America and trust Company

and

Chicago, Milwaukee, St. Paul and Pacific

Railroad Company

LEASE OF RAILROAD EQUIPMENT, dated July 2, 1928, between Bank of North America and Trust Company, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee as hereinafter mentioned (hereinafter called the Trustee), party of the first part, and CHICAGO, Milwaukee ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the Company), party of the second part:

WHEREAS, by a certain Agreement, dated July 2, 1928, between Andrew S. Hannum and Harry Wells, Vendors, the Trustee and the Company, a counterpart original whereof is hereto annexed and made a part hereof, there was constituted the "The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series E", under which the railroad equipment which said Vendors transferred or agree to transfer to the Trustee thereunder is to be leased to the Company hereunder; and

WHEREAS, pursuant to the provisions of said Agreement, said railroad equipment has been or will be transferred to the Trustee thereunder and the title thereto vested in the Trustee:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the Trustee (acting in pursuance of said Agreement), for and in consideration as well of the sum of one dollar to it paid by the Company, at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as of the rents and covenants hereinafter mentioned to be paid, kept and performed by the Company, has let and leased, and does hereby let and lease, to the Company all the railroad equipment of The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series E (hereinafter and in said Agreement collectively called the Trust Equipment), to wit:

(a) 900 steel underframe, composite steel frame superstructure, wood lining, 50-

ton capacity, box cars, inside length 40' 6", numbered 715,600 to 716,499, both inclusive:

200 all steel construction, 70-ton capacity, ore cars, inside length 21' 2¼", numbered 75,001 to 75,399, odd numbers only, both inclusive;

448 all steel construction, 70-ton capacity, hopper cars, inside length 41' 3", numbered 370,552 to 370,999, both inclusive;

(b) with such additional railroad equipment as shall be acquired for said trust and subjected to this Lease as hereinafter provided.

The estimated cost of the railroad equipment above specifically described in paragraph (a), when completed, is hereby certified by the Company to be not less than $3,396,340. In case the actual cost of said equipment specifically described shall not amount to at least said sum, then in addition to said equipment above specifically described there may be acquired by the Vendors and subjected to this Lease (subject, however, to the provisions of Section 5 of Article I of said Agreement) other new railroad equipment approved as to character by the Trustee of such cost that the aggregate cost of all the Trust Equipment will be at least $3,396,340, and the Trustee shall execute to the Company a supplemental lease thereof, describing the same, upon and subject to the terms and conditions hereof and of said Agreement, and such additional equipment shall be part of the Trust Equipment, subject to all the terms and conditions hereof and of said Agreement in all respects as though it had been part of the original Trust Equipment herein described.

As and when the Trust Equipment shall from time to time be transferred and delivered to the Trustee under said Agreement and marked in accordance with the provisions of Article Fourth hereof, the same shall be delivered to the Company, and shall upon such delivery to the Company ipso facto, and without further deed or lease or transfer, pass under and become subject to all the terms and provisions of this Lease, and be deemed a portion of the Trust Equipment leased by the Trustee to the Company hereunder in all respects as if the same had been so delivered simultaneously with the execution and delivery hereof.

And the Company, in consideration of the premises, by these presents covenants and agrees with the Trustee as follows:

FIRST. The Company hereby accepts (subject to the conditions mentioned in said Agreement) this Lease of all the Trust Equipment, and hereby covenants and agrees to accept delivery and possession hereunder of the Trust Equipment as hereinbefore provided; and the Company covenants and agrees to pay to the Trustee or its assigns (or in the case of taxes to the proper taxing authority) rent hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable:

(a) From time to time, as and when any of the Trust Equipment shall be delivered to the Company, amounts in cash at least equal to the difference between the cost of the Trust Equipment so delivered, as certified to the Trustee by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company, and the principal amount of Trust Certificates issuable in respect thereof as provided in Section 2 ofArticle I of said Agreement, provided that the aggregate of all amounts so paid to the Trustee shall never be less than twenty-five per cent. of the cost of all the Trust Equipment which shall then and theretofore have been delivered hereunder.

(b) The necessary and reasonable expenses of the trust, including all expenses

connected with the Trust Equipment and this Lease thereof.

(c) Any and all taxes, assessments and other governmental charges upon the income or property of the trust, or the agreements evidencing the same, which the Trustee under said Agreement may be required to pay.

(d) The dividend warrants attached to the Trust Certificates when and as the same shall become payable and in the case of the issue of temporary Trust Certificates without dividend warrants, the dividends payable thereon.

(e) The principal of the Trust Certificates when and as the same shall become payable, whether by declaration or upon the respective dates of maturity thereof, to wit: $169,000 principal amount on July 1 in each year, from July 1, 1929, to July 1, 1943, both inclusive.

The Company shall not be required, however, to pay any tax, assessment or other governmental charge so long as the Company shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the judgment of the Trustee, the rights or interests of the Trustee or of the Trust Certificate holders may be materially endangered.

SECOND. This Lease shall continue in force until the rent so paid hereunder shall furnish moneys sufficient to meet, discharge and cancel all the interests in said The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series E, created in respect of the Trust Equipment, and the dividends thereon, as well as the other payments and charges aforesaid. At the termination of this Lease and after all such payments shall have been completed and fully made to the Trustee, the Trust Equipment hereby leased, whether the same shall be delivered to the Company simultaneously with or after the execution hereof, shall be assigned and transferred by the Trustee to the Company or its nominee or nominees, and shall be and become the absolute property of the Company or its nominee or nominees or, if the Company shall have assigned this Lease and said Agreement and all its right, title and interest in the Trust Equipment to Chicago, Terre Haute and Southeastern Railway Company as provided in Article Sixth hereof, to said Chicago, Terre Haute and Southeastern Railway Company or to its nominee or nominees; provided, however, and it is agreed that until then the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

THIRD. Upon the written request of the Company, stating that the use of any of the Trust Equipment is no longer required by the Company, the Trustee may, while the Company is not in default hereunder, execute and deliver a bill of sale assigning and transferring to the purchaser named by the Company the absolute title to any of the Trust Equipment; provided, however, that none of the Trust Equipment shall be so assigned or transferred, unless simultaneously the Trustee shall receive from said purchaser the agreed purchase price thereof and from the Company a sum in cash equal to the difference, if any, between said purchase price and the original cost (as previously certified pursuant to subdivision (d) of Section 5 of Article I of said Agreement), less an amount representing depreciation arising from reasonable wear and tear to be determined by the method at the time employed in standard railroad practice for determining such depreciation, as certified to the Trustee by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company, of the equipment so assigned and transferred. The sums so received by the

ton capacity, box cars, inside length 40' 6", numbered 715,600 to 716,499, both inclusive:

200 all steel construction, 70-ton capacity, ore cars, inside length 21' 2¼", numbered 75,001 to 75,399, odd numbers only, both inclusive;

448 all steel construction, 70-ton capacity, hopper cars, inside length 41' 3", numbered 370,552 to 370,999, both inclusive;

(b) with such additional railroad equipment as shall be acquired for said trust and subjected to this Lease as hereinafter provided.

The estimated cost of the railroad equipment above specifically described in paragraph (a), when completed, is hereby certified by the Company to be not less than $3,396,340. In case the actual cost of said equipment specifically described shall not amount to at least said sum, then in addition to said equipment above specifically described there may be acquired by the Vendors and subjected to this Lease (subject, however, to the provisions of Section 5 of Article I of said Agreement) other new railroad equipment approved as to character by the Trustee of such cost that the aggregate cost of all the Trust Equipment will be at least $3,396,340, and the Trustee shall execute to the Company a supplemental lease thereof, describing the same, upon and subject to the terms and conditions hereof and of said Agreement, and such additional equipment shall be part of the Trust Equipment, subject to all the terms and conditions hereof and of said Agreement in all respects as though it had been part of the original Trust Equipment herein described.

As and when the Trust Equipment shall from time to time be transferred and delivered to the Trustee under said Agreement and marked in accordance with the provisions of Article Fourth hereof, the same shall be delivered to the Company, and shall upon such delivery to the Company ipso facto, and without further deed or lease or transfer, pass under and become subject to all the terms and provisions of this Lease, and be deemed a portion of the Trust Equipment leased by the Trustee to the Company hereunder in all respects as if the same had been so delivered simultaneously with the execution and delivery hereof.

And the Company, in consideration of the premises, by these presents covenants and agrees with the Trustee as follows:

FIRST. The Company hereby accepts (subject to the conditions mentioned in said Agreement) this Lease of all the Trust Equipment, and hereby covenants and agrees to accept delivery and possession hereunder of the Trust Equipment as hereinbefore provided; and the Company covenants and agrees to pay to the Trustee or its assigns (or in the case of taxes to the proper taxing authority) rent hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable:

(a) From time to time, as and when any of the Trust Equipment shall be delivered to the Company, amounts in cash at least equal to the difference between the cost of the Trust Equipment so delivered, as certified to the Trustee by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company, and the principal amount of Trust Certificates issuable in respect thereof as provided in Section 2 ofArticle I of said Agreement, provided that the aggregate of all amounts so paid to the Trustee shall never be less than twenty-five per cent. of the cost of all the Trust Equipment which shall then and theretofore have been delivered hereunder.

(b) The necessary and reasonable expenses of the trust, including all expenses

connected with the Trust Equipment and this Lease thereof.

(c) Any and all taxes, assessments and other governmental charges upon the income or property of the trust, or the agreements evidencing the same, which the Trustee under said Agreement may be required to pay.

(d) The dividend warrants attached to the Trust Certificates when and as the same shall become payable and in the case of the issue of temporary Trust Certificates without dividend warrants, the dividends payable thereon.

(e) The principal of the Trust Certificates when and as the same shall become payable, whether by declaration or upon the respective dates of maturity thereof, to wit: $169,000 principal amount on July 1 in each year, from July 1, 1929, to July 1, 1943, both inclusive.

The Company shall not be required, however, to pay any tax, assessment or other governmental charge so long as the Company shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the judgment of the Trustee, the rights or interests of the Trustee or of the Trust Certificate holders may be materially endangered.

SECOND. This Lease shall continue in force until the rent so paid hereunder shall furnish moneys sufficient to meet, discharge and cancel all the interests in said The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series E, created in respect of the Trust Equipment, and the dividends thereon, as well as the other payments and charges aforesaid. At the termination of this Lease and after all such payments shall have been completed and fully made to the Trustee, the Trust Equipment hereby leased, whether the same shall be delivered to the Company simultaneously with or after the execution hereof, shall be assigned and transferred by the Trustee to the Company or its nominee or nominees, and shall be and become the absolute property of the Company or its nominee or nominees or, if the Company shall have assigned this Lease and said Agreement and all its right, title and interest in the Trust Equipment to Chicago, Terre Haute and Southeastern Railway Company as provided in Article Sixth hereof, to said Chicago, Terre Haute and Southeastern Railway Company or to its nominee or nominees; provided, however, and it is agreed that until then the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

THIRD. Upon the written request of the Company, stating that the use of any of the Trust Equipment is no longer required by the Company, the Trustee may, while the Company is not in default hereunder, execute and deliver a bill of sale assigning and transferring to the purchaser named by the Company the absolute title to any of the Trust Equipment; provided, however, that none of the Trust Equipment shall be so assigned or transferred, unless simultaneously the Trustee shall receive from said purchaser the agreed purchase price thereof and from the Company a sum in cash equal to the difference, if any, between said purchase price and the original cost (as previously certified pursuant to subdivision (d) of Section 5 of Article I of said Agreement), less an amount representing depreciation arising from reasonable wear and tear to be determined by the method at the time employed in standard railroad practice for determining such depreciation, as certified to the Trustee by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company, of the equipment so assigned and transferred. The sums so received by the

Trustee from said purchaser and the Company shall be held by the Trustee for the equal and proportionate benefit of the holders of the Trust Certificates and dividend warrants, until such sums shall be paid out by the Trustee upon the written request of the Company for the purchase by the Trustee, from the manufacturers or owners, of new railroad rolling stock, free from liens, and upon the delivery of such new equipment to the Trustee accompanied by a bill or bills of sale, an opinion of counsel (who may be counsel to the Company) and a certificate as to delivery and cost in like manner as is provided in Section 5 of Article I of said Agreement. The Company will pay as rental for the Trust Equipment any additional moneys necessary to be paid to the manufacturers of such new railroad rolling stock if the cost thereof exceeds sums then in the hands of the Trustee to be applied on account thereof. Any new equipment so acquired and substituted shall be marked in accordance with the provisions of Article Fourth hereof and immediately upon being so marked shall be part of the Trust Equipment, subject to all of the terms and conditions hereof and ofsaid Agreement in all respects as though it had been part of the original Trust Equipment herein described, and the Company and the Trustee shall execute a supplemental lease thereof, describing the same, upon and subject to all the terms and conditions hereof. The term "Trust Equipment", wherever used herein, unless otherwise indicated by the context, is intended to include any new equipment so acquired or otherwise subjected to this Lease or required or intended so to be.

FOURTH. At or before the delivery to the Company of each unit of the Trust Equipment, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each thereof a metal plate bearing the following words, with appropriate changes thereof or additions thereto as from time to time may be required by law in order to protect the interest of the Trustee, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of each thereof, in either case in letters not less than one-half inch in size:

"The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series E. Bank of North America and Trust Company, Trustee, Owner and Lessor."

Such plate or marks shall be such as to be readily visible and as to indicate plainly the Trustee's ownership of said equipment. In case, during the continuance of this Lease, any of such plates or marks shall at any time be removed, defaced or destroyed, the Company will immediately cause the same to be restored or replaced. The Company will not change, or permit to be changed, the numbers upon equipment covered by this lease (nor any numbers which may be substituted as herein provided), except in accordance with a statement of new numbers to be substituted therefor, which shall previously have been filed with the Trustee by the Company.

The Trust Equipment may be lettered, "Chicago, Milwaukee, St. Paul and Pacific Railroad Company", "St. Paul", "Milwaukee", "C. M. St. P. & P. RR. Co.", "Chicago, Terre Haute and Southeastern Railway Company", "Terre Haute", "C. T. H. & S. E. Ry. Co.", or in some other appropriate manner, for convenience of identification of the leasehold interest of the Company, its successor or successors therein, but the Company, during the continuance of this Lease, will not allow the name of any person, association or corporation to be placed on any of the Trust Equipment as a designation which might be interpreted as a claim of ownership thereof by the Company or by any person, association, or corporation other than the Trustee.

FIFTH. (a) The Company, during the continuance of this Lease, will maintain and keep all of the Trust Equipment in good order and repair, at its own proper cost and charge, and will replace, at its own cost, any of the Trust Equipment that may be worn

out, lost or destroyed, by new railroad rolling stock of a value at least equal to the then book value of the equipment so worn out, lost or destroyed. The title to all rolling stock procured for such replacement shall be taken in the name of the Trustee, free from liens, and such rolling stock shall be marked in accordance with the provisions of Article Fourth hereof. At the time of every such replacement the Company shall deliver to the Trustee a certificate of the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company stating the then book value of the Trust Equipment so worn out, lost or destroyed, and the cost of such new equipment. In addition the Company shall furnish the Trustee with a bill of sale of such new equipment from the manufacturers or owners to the Trustee and a certificate as to delivery in like manner as provided in Section 5 of Article I of the Agreement, together with an opinion of counsel satisfactory to the Trustee (who may be counsel to the Company) that such bill or bills of sale are valid and effective, either alone or in connection with any other instruments executed in connection therewith, to vest in the Trustee, free from all liens and encumbrances, the title so transferred to the Trustee.

Thereupon, such new equipment shall be deemed part of the Trust Equipment, subject to all the terms and conditions hereof and of said Agreement, as though it had been originally a part of the Trust Equipment; but the Trustee and the Company shall execute a supplemental lease thereof, describing the same, upon and subject to all of the terms and conditions hereof.

(b) The Company will furnish to the Trustee, whenever required by the Trustee, and at least once in every year during the continuance of this Lease, an accurate statement of the amount, description and numbers of the Trust Equipment then covered hereby, and the amount, description and numbers of all that may have been worn out, lost or destroyed by accident or otherwise, the number of units repaired during the previous year, and the number of units then undergoing repairs and in the shops for repairs. Together with said statement the Company shall also furnish to the Trustee a statement signed by its Superintendent of Motive Power, stating that in the case of all of the Trust Equipment repainted during the preceding year, the mark required by Article Fourth hereof has been preserved, or that the same when repainted has been again marked as required by said Article. And the Trustee shall have the right, by its agents, to inspect the Trust Equipment once in every year during the continuance of this Lease.

(c) The Company will indemnify and protect the Trustee in the use of any and all patented inventions employed in and about the Trust Equipment and comply in all respects with the laws of the United States and of all the states in which the Trust Equipment or any thereof may be operated and with all lawful acts, rules, regulations and orders of the Interstate Commerce Commission and of all other commissions, boards and other legislative, executive or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; provided, however, that the Company may in good faith contest the validity of any such act, rule, regulation or order or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not, in the judgment of the Trustee, materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates.

SIXTH. The Company, so long as it shall not be in default under this Lease, shall be entitled to the possession of the Trust Equipment and the use thereof upon the lines

of railroad owned or operated by it or over which it has trackage rights, and upon connecting and other railroads in the usual interchange of traffic, from and after the delivery of the Trust Equipment by the Trustee to the Company, but only upon and subject to all the terms and conditions of this Lease.

The Company will not either assign or transfer this Lease, or transfer or sublet the Trust Equipment or any part thereof, without the written consent of the Trustee first had and obtained; except that the Company may assign this Lease and said Agreement and all its right, title and interest in the Trust Equipment to Chicago, Terre Haute and Southeastern Railway Company and to the trustees of any mortgages upon the property of said Railway Company as further security for the bonds issued and outstanding thereunder; provided that nothing herein or in such assignment shall release the Company from any of the obligations and covenants of the Company under this Lease or said Agreement and from its guaranty of the Trust Certificates and its primary liability to make the rental payments hereunder. The Company shall not, without such written consent, except as hereinbefore provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equipment. A transfer through insolvency or under judicial process shall be deemed a breach of this covenant, except where the transfer is to a new railroad company which shall acquire all or substantially all of the lines of railroad of the Company, and which shall assume and agree to perform each and all of the obligations and covenants of the Company hereunder and under said Agreement and under said guaranty, but the appointment of a temporary receiver or receivers for the Company shall not be deemed such a breach.

The Trustee shall have the right to declare this Lease terminated in case of any unauthorized assignment or transfer of this Lease or transfer or sublease of the Trust Equipment. The election of the Trustee to terminate this Lease under this clause shall have the same effect as the retaking of the Trust Equipment by the Trustee as hereinafter provided.

SEVENTH. In case the Company

(1) shall make default in the payment of any part of said rent and such default shall continue for more than thirty days after the same shall become due and payable, or

(2) shall make or suffer any unauthorized assignment or transfer of its rights or interest in, or any unauthorized sublease of, the Trust Equipment, or any part thereof, and shall fail or refuse either to cause such assignment or transfer or sublease to be cancelled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within thirty days after the Trustee shall have demanded in writing such cancellation and recovery of possession, or within said thirty days to deposit with the Trustee a sum in cash equal to the original cost of the Trust Equipment so assigned or transferred or subleased, as certified to the Trustee by the Chairman of the Board of Directors or the President or a Vice-President or of the Comptroller of the Company (any sum so deposited to be returned to the Company upon the cancellation of such assignment, transfer or sublease and the recovery of possession by the Company of such Trust Equipment in good condition, subject to ordinary usage), or

(3) shall for more than ninety days after the Trustee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and covenants herein or in said Agreement on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance,

then, in any such case (herein and in said Agreement sometimes called events of default), the Trustee at its option may, and on the request of the holders of a majority in amount of the then outstanding Trust Certificates shall, by its agents, enter upon the railroads and premises of the Company and take possession of all or any part of the Trust Equipment, and withdraw the same from said railroads and premises, retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid per diem, mileage or other charges of any kind earned by the Trust Equipment or any thereof, and may lease the Trust Equipment or any thereof, or sell the same or any thereof, so far as may be necessary to perform and fulfill the trusts under said Agreement, at public or private sale, for cash or upon credit or partly for cash and partly on credit, in its discretion, and otherwise proceed to enforce its rights and the rights of the owners of interests under said Agreement and under this Lease in the manner therein and herein provided; and upon such taking possession or withdrawal or lease or sale of the Trust Equipment, the Company shall cease to have any rights or remedies in respect of the Trust Equipment under this Lease, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company; and no payments theretofore made by the Company for the rent or use of the Trust Equipment, or any of it, shall, in case of the happening of any such event of default and such taking possession, withdrawal, lease or sale by the Trustee, give to the Company any legal or equitable interest or title in or to the Trust Equipment, or any of it, or any cause or right of action, at law or in equity, in respect of the Trust Equipment against the Trustee or the owners of interests in said The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series E; and such taking possession or withdrawal or lease or sale of the Trust Equipment by the Trustee shall not be a bar to the recovery by the Trustee from the Company for rentals then or thereafter due and payable, and the Company shall be and remain liable for the same, until such sum shall have been realized as with the proceeds of the lease or sale of the Trust Equipment shall be sufficient for the discharge and payment in full of all the various items mentioned in subdivisions (a), (b), (c), (d), and (e) of Article First hereof, whether they shall have been matured or not.

In case the Trustee shall rightfully demand possession of the Trust Equipment in pursuance of this Lease, and shall reasonably designate a point or points upon the lines of railroad of the Company, or upon the railroad of any company a majority of whose capital stock is at the time directly or indirectly owned by the Company, for the delivery of the Trust Equipment to it, the Company will, at its own expense, forthwith and in the usual manner and at usual speed, cause the Trust Equipment to be drawn to such point or points on said railroads as shall be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee or at the option of the Trustee it may keep the Trust Equipment on any of the lines of railroad or premises of the Company until the Trustee shall have leased, sold or otherwise have disposed of the same, and for such purpose the Company agrees to furnish without charge for rent or storage the necessary tracks at any convenient point or points selected by the Trustee. The performance of the foregoing covenants is of the essence of the contract and upon application to any court of equity having jurisdiction in the premises the Trustee shall be entitled to a decree against the Company, requiring the specific performance thereof.

The remedies in this Lease and in said Agreement provided in favor of the Trustee

and the holders of Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law, or in equity.

EIGHTH. This Lease shall be simultaneously executed in several counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

Bank of North America and Trust Company, Trustee, doth hereby constitute and appoint C. P. Lineaweaver to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Lease, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

Chicago, Milwaukee, St. Paul and Pacific Railroad Company doth hereby constitute and appoint R. J. Marony to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Lease, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

BANK OF NORTH AMERICA AND TRUST COMPANY,
Trustee,

by C. P. Lineaweaver,

Vice-President.

Attest:

J. W. Mercur, Jr.

Secretary.

(SEAL)

CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC
RAILROAD COMPANY,

by R. J. Marony

Vice-President.

Attest;

J. Welch

Assistant Secretary.

(SEAL)

Signed, sealed and delivered by
both parties in the presence
of:

Gordon E. Youngman

Frederich N. Edwards

STATE OF NEW YORK,)
(SS.:
County of New York,)

I, R. M. Sellwood, Jr., 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 11th day of July, 1928, personally appeared before me within said County and in the presence of the two witnesses whose name are subscribed as such to the within and foregoing instrument, the within named C. P. Lineaweaver and J. W. Mercur Jr., each to me personally known and known to me to be, respectively, a Vice-President and Secretary of Bank of North America and Trust 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 Vice-President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said C. P. Lineaweaver and J. W. Mercur Jr., 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 said C. P. Lineaweaver resides in Haverford, in the State of Penna., and that said J. W. Mercur Jr. resides in Wallingford, in the State of Penna; that said C. P. Lineaweaver is a Vice-President and said J. W. Mercur Jr. is Secretary of Bank of North America and Trust Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said C. P. Lineaweaver, Vice-President, and J. W. Mercur Jr., Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Secretary in behalf of said corporation by like order and authority ; that they signed, sealed with the corporate seal, executed and delivered 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 that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared C. P. Lineaweaver, named in the foregoing instrument attorney for Bank of North America and Trust Company, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said Bank of North America and Trust Company.

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.

My commission as such Notary Public expires March 30, 1930,

R. M. Sellwood, Jr.

Notary Public in and for the State
of New York, County of New York

(NOTARY PUBLIC)

Notary public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-815
King Co. Clerk's No. 353, Reg. No. 588
Bronx Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties
Commission expires March 30, 1930.

STATE OF NEW YORK,)
(SS.:
COUNTY OF NEW YORK,)

I, R. M. Sellwood, Jr., 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 11th day of July, 1928, 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, the within named R. J. Marony and J. Welch, each to me personally known and known to me to be, respectively, a Vice-President and an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific 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 Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. J. Marony and J. Welch, 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 said R. J. Marony resides in New York City, in the State of New York, and that said J. Welch resides in Brooklyn, in the State of New York; that said R. J. Marony is a Vice-President and said J. Welch is an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said R. J. Marony, Vice-President, and J. Welch, Assistant Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as a Vice-President and an Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered 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 said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared R. J. Marony, named in the foregoing instrument attorney for Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

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.

My commission as such Notary Public expires March 30, 1930.

R. M. Sellwood, Jr.
Notary Public in and for the State
of New York, County of New York.

(NOTARIAL SEAL)

Notary Public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-815
King Co. Clerk's No. 353, Reg. No. 588
Bronx Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties
Commission expires March 30, 1930.

THIS AGREEMENT, dated July 2, 1928, by and between Andrew S. Hannum and Harry Wells (hereinafter called the Vendors), of the first part, Bank of North America and Trust Company (hereinafter called the Trustee), of the second part, and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter called the Company), of the third part, WITNESSETH as follows:

WHEREAS, the Vendors have contracted to acquire the railroad equipment specifically described in the Lease from the Trustee to the Company prefixed to this Agreement, to which Lease reference is hereby made; and

WHEREAS, subscriptions have been or are being secured to the amount of $2,535,000 to a fund to be known as The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series E, which said fund is to be furnished to the Vendors to be applied by them in part payment of the purchase price of said railroad equipment so to be acquired by them; and

WHEREAS, said Vendors desire to secure to the parties subscribing to said fund, or their assigns, the payment of the amount thereof in fifteen annual instalments, payable, respectively, on July 1 in each year, from July 1, 1929, to July 1, 1943, both inclusive, as hereinafter more particularly provided, with dividends to said dates of maturity, respectively, at the rate of four and one-half per cent. per annum from July 1, 1928, payable semi-annually on January 1 and July 1 in each year; and to evidence the rights of the subscribers to said fund by Trust Certificates in substantially the form hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I.

SECTION 1. The Vendors hereby agree to sell, assign, transfer and set over or cause to be sold, assigned, transferred and set over unto the Trustee, as trustee for the holders of the Trust Certificates, the railroad equipment described or referred to in said Lease, hereinafter called the Trust Equipment. The Vendors will deliver or cause to be delivered the Trust Equipment to the person or persons designated by the Trustee as its agent or agents to receive such delivery, who may be any one or more of the officers or agents of the Company, and the certificate of any and every agent so designated shall be conclusive evidence of such delivery. The Trustee and the Company shall simultaneously with the execution of this Agreement execute and deliver said Lease of all the Trust Equipment.

SECTION 2. Upon the transfer and delivery to the Trustee of any of the Trust Equipment it shall, subject to the provisions of Section 5 of this Article I, issue to the Vendors, or upon their order, for distribution to the several subscribers to said The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series E, certificates to be known as Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificates, Series E, herein called the Trust Certificates, of such maturity or maturities as shall be designated in such order, to a principal amount equal to seventy-five per cent. of the cost of the Trust Equipment so transferred and delivered to it, or to the greatest multiple of $1,000 contained therein, and make payment to the Vendors, or upon their order, in cash, of the remainder of said cost, out of the instalment of rental payable upon such delivery pursuant to subdivision (a) of Article First of said Lease. Any amount by which seventy-five per cent. of the cost of such Trust Equipment shall exceed the greatest multiple of $1,000 contained therein shall

be adjusted upon the delivery of the next lot of Trust Equipment hereunder.

SECTION 3. In lieu of executing and delivering Trust Certificates against the delivery of Trust Equipment, as in Section 2 of this Article I provided, the Trustee shall at any time, or from time to time, upon request of the Vendors, execute and deliver to the Vendors, or upon their order, for distribution to said several subscribers, Trust Certificates of such maturity or maturities as shall be designated in such request, upon the deposit in cash with the Trustee, or to its credit with such banks or bankers in the City of New York as may be designated by the Vendors and approved by the Chairman of the Board of Directors or the President or a Vice-President of the Company, and also approved by a Vice-President or the Secretary of the Trustee, of said fund, or a part thereof equal to the principal amount of the Trust Certificates the execution and delivery of which shall be so requested. The Trustee may likewise cause to be deposited with such banks or bankers the instalments of rental payable to it on each delivery of Trust Equipment pursuant to subdivision (a) of Article First of said Lease and any sums received by it pursuant to Article Third of said Lease.

Any interest allowed by the Trustee or said banks or bankers upon any moneys so deposited shall belong to the Company, and be paid to it by or upon the order of the Trustee, so long as it shall not be in default hereunder or under said Lease. The certificates of the banks or bankers so designated, stating that they hold a stated amount subject to the order of the Trustee, shall be full protection to the Trustee for its action on the faith thereof Said banks or bankers shall be fully protected in paying said moneys so deposited with them, and any such interest, to or upon the order of the Trustee, and shall be under no obligation to see to the application thereof in accordance with the provisions of this Agreement.

As to such Trust Certificates so issued against deposits of cash, the Company will pay to the Trustee all moneys which it would be required by subdivisions (b), (c), (d) and (e) of Article First of 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 amount of Trust Equipment actually delivered to the Trustee and leased by it to the Company, and such moneys so paid shall be treated and used in all respects as though they were rentals received under said Lease.

SECTION 4. The cash deposited with or to the credit of the Trustee constituting said fund, or a part thereof, as in Section 3 of of this Article I provided (hereinafter called the Deposited Cash), and any instalments of rental payable on delivery of Trust Equipment pursuant to subdivision (a) of Article First of said Lease, and any sums received by the Trustee pursuant to Article Third of said Lease, shall, until paid out by the Trustee as herein provided, be held for the benefit of the holders of the Trust Certificates. Whenever from time to time any of the Trust Equipment shall thereafter be transferred and delivered to the Trustee, the Trustee shall, if requested so to do in lieu of the issue of Trust Certificates, subject to the provisions of Section 5 of this Article I, pay to the Vendors, or upon their order, out of the Deposited Cash, an amount not exceeding seventy-five per cent. of the cost of the Trust Equipment so transferred and delivered to it, and shall make payment of the remainder thereof out of the instalment of rental payable on such delivery pursuant to subdivision (a) of Article First of said Lease.

SECTION 5. The Trustee may issue Trust Certificates against the deposit of cash as provided in Section 3 of this Article I, but otherwise shall not issue any Trust Certificates or pay out any Deposited Cash as provided by Section 4 of this Article I, 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 stating that Trust Equipment specified by numbers 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 such Trust Equipment from the manufacturers or owners to the Trustee containing or accompanied by a warranty or guaranty by the manufacturers or owners satisfactory to the Trustee that the title to such Trust Equipment is thereby validly vested in the Trustee, free from all liens and encumbrances;

(c) an opinion of counsel satisfactory to the Trustee (who may be counsel to the Company) that such bill or bills of sale are valid and effective, either alone or in connection with any other instruments executed in connection therewith, to vest in the Trustee, free from all liens and encumbrances, the title so transferred to the Trustee; and

(d) a certificate as to the cost of such Trust Equipment signed by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company, which certificate may state either that the cost of such Trust Equipment is an amount therein specified or that the cost of such Trust Equipment is not less than an amount therein specified, and such certificate shall be conclusive evidence of such cost.

SECTION 6. The provisions of the preceding sections of this Article I are intended to permit (upon compliance with the conditions and requirements thereof) deliveries from time to time of portions of the Trust Equipment listed in any one item of the description thereof contained in the aforesaid Lease, and the issuance of Trust Certificates or payment out of the Deposited Cash or out of the instalment of rental payable on such delivery pursuant to subdivision (a) of Article First of said Lease, as against such deliveries; and shall not be construed as requiring deliveries of all of the equipment listed in any one item of such description as a condition to such issuance or payment.

SECTION 7. Anything in this Agreement contained to the contrary notwithstanding, the aggregate principal amount of the Trust Certificates which shall be executed and delivered by the Trustee under this Agreement shall not exceed the sum of $2,535,000 at any one time outstanding (subject, however, to the provisions of Section 6 of Article II hereof).

ARTICLE II.

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 amount at the rate of four and one-half per cent. per annum from July 1, 1928, payable semi-annually on the first day of January and of July in each year. $169,000, principal amount, of the Trust Certificates shall become due and payable on July 1 in each year from 1929 to 1943, both inclusive.

The due date of each Trust Certificate shall appear upon its face. The Trust Certificates shall be numbered from 1 consecutively upward to 2535, both inclusive.

Dividend warrants evidencing the right of the holders of the Trust Certificates to the dividends thereon, shall be annexed to the respective Trust Certificates. All dividends on the respective Trust Certificates shall cease after the principal thereof shall have become due.

SECTION 2. The Trust Certificates, the dividend warrants to be annexed thereto, and the guaranty to be endorsed thereon by the Company as hereinafter in Article III provided, shall be in substantially the following forms:

[FORM OF TRUST CERTIFICATE]

$1,000 No.

THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD EQUIPMENT TRUST

Series E.

Series Limited to $2,535,000.

Dividend Rate Four and One-Half Per Cent. per annum, Payable January 1 and July 1.

Bank of North America and Trust Company, Philadelphia, Pa., Trustee.

Due July 1, 19 .

BANK OF NORTH AMERICA AND TRUST COMPANY, Trustee under an Agreement dated July 2, 1928, between Andrew S. Hannum and Harry Wells, Vendors, of the first part, Bank of North America and Trust Company, Trustee, of the second part, and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, of the third part, hereby certifies that the bearer, or, if this certificate be registered, the registered owner hereof, is entitled to an interest of One Thousand Dollars in The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series E, payable on July 1, 19 , and to dividends thereon at the rate of four and one-half per cent. per annum from July 1, 1928, to said date of maturity, payable semi-annually on January 1 and July 1 in each year, but only upon presentation and surrender, as they severally mature, of the dividend warrants annexed hereto, both principal and dividends being payable at the agency of the Trustee in the Borough of Manhattan, in the City of New York, in gold coin of the United States of America, of or equal to the standard of weight and fineness existing July 1, 1928, but only from and out of rentals received from a certain Lease of railroad equipment made by Bank of North America and Trust Company, Trustee, to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, dated July 2, 1928.

This certificate is one of an issue of 2535 certificates for $1,000 each, similar except as to dates of maturity, all issued or to be issued under said Agreement, under which said railroad equipment (or deposited cash in lieu thereof as provided in said Agreement) and said Lease thereof are held by the Trustee in trust for the equal benefit of the holders of the interests represented by said certificates, to which Agreement and Lease, filed with the Trustee at its office in the City of Philadelphia, Commonwealth of Pennsylvania, reference is made for a more complete statement of the rights of the holder hereof thereunder.

This certificate may be registered at the agency of the Trustee in the Borough of Manhattan, in the City of New York, in the name of the holder hereof, and such registration noted hereon by or on behalf of the Trustee. Thereafter title to the interest represented by the certificate shall pass only by transfer registered at said agency unless and until a transfer to bearer shall have been similarly registered and noted

hereon. Such registration shall apply only to the principal of this certificate and not to the dividend warrants annexed hereto, which shall continue to be payable to bearer. Unless so registered, every holder hereof by accepting this certificate agrees that for all purposes the bearer hereof shall be treated as the absolute owner hereof.

In case of default in the performance or observance of any of the covenants of Chicago, Milwaukee, St. Paul and Pacific Railroad Company in said Agreement or Lease contained, the principal amount represented by this certificate may become or be declared due and payable in the manner and with the effect therein provided.

IN WITNESS WHEREOF, the Trustee has caused this certificate to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and dividend warrants bearing the facsimile signature of its Treasurer to be attached hereto, as of July 2, 1928.

BANK OF NORTH AMERICA AND TRUST COMPANY,
Trustee,

by

Vice-President.

Attest:

Assistanty Secretary.

[FORM OF DIVIDEND WARRANT]

$22.50 No.

Due to the bearer hereof on 1, 19 , on surrender hereof at the agency of the undersigned Trustee in the Borough of Manhattan, in the City of New York, Twenty-two Dollars and Fifty Cents in gold coin of the United States of America of or equal to the standard of weight and fineness existing July 1, 1928, being the semi-annual dividend then due on Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificate, Series E, No. , payable only out of rentals under the Lease referred to in said certificate.

BANK OF NORTH AMERICA AND TRUST COMPANY,

by

Treasurer.

[FORM OF GUARANTY]

Chicago, Milwaukee, St. Paul and Pacific Railroad Company, for a valuable consideration, hereby unconditionally guarantees to the holder or registered owner of the within certificate the prompt payment of One Thousand Dollars in gold coin of the United States of America of or equal to the standard of weight and fineness existing July 1, 1928, being the principal of said certificate, on the date specified in said certificate, or at the earlier maturity thereof by declaration or otherwise, and of dividends thereon at the rate of four and one-half per cent. per annum in like gold coin on the semi-annual dates mentioned in said certificate and in the dividend warrants thereunto attached.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

by

Vice-President.

SECTION 3. The Trust Certificates shall be signed in the name and on behalf of the Trustee by its President or one of its Vice-Presidents, and its corporate seal shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries. In case any of the officers of the Trustee who shall have signed and sealed any of the Trust Certificates shall cease to be such officers of the Trustee before the Trust Certificates so signed and sealed shall have been issued and delivered by the Trustee, such Trust Certificates shall be adopted by the Trustee and be issued and delivered as though the persons who signed and sealed such Trust Certificates had not ceased to be such officers of the Trustee. The dividend warrants to be thereunto attached shall be authenticated by the facsimile signature of the present or any future Treasurer of the Trustee; the Trustee shall adopt and use for that purpose any such facsimile signature notwithstanding the fact that such Treasurer shall have ceased to be such Treasurer at the time when any such Trust Certificate shall be issued and delivered as herein provided. Before executing or delivering any Trust Certificates all matured dividend warrants thereto appertaining shall be cut off and cancelled and delivered by the Trustee to the Company.

SECTION 4. Temporary printed Trust Certificates, with or without dividend warrants, in such form and denominations as the Trustee may determine, may be issued by the Trustee, having endorsed thereon said guaranty of the Company, which shall be exchangeable upon surrender for definitive Trust Certificates, having endorsed thereon said guaranty of the Company, when the same shall have been prepared. Each of such temporary Trust Certificates shall designate the date or dates of maturity of the definitive Trust Certificate or Certificates for which it is exchangeable, and until such exchange said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates, including the guaranty of payment by the Company.

SECTION 5. The Trust Certificates shall be negotiable and shall pass by delivery unless registered as to principal as hereinafter provided. Unless so registered every holder of a Trust Certificate, by accepting such certificate, agrees that for all purposes the holder thereof shall be treated as the absolute owner thereof.

Any of the definitive Trust Certificates may be registered in the name of the holder at the agency of the Trustee in the Borough of Manhattan, in the City of New York, and such registration shall be noted thereon by or on behalf of the Trustee. Thereafter no transfer thereof shall be valid unless made at said agency by the registered owner thereof, in person or by his duly authorized attorney, and similarly noted; but the same may be discharged from registration by being in like manner transferred to bearer and thereafter transferability by delivery shall be restored; and such Trust Certificates may again and from time to time be registered or transferred to bearer as before.

Such registration, however, shall not affect the dividend warrants, but every such dividend warrant shall continue to be transferable by delivery merely and shall remain payable to bearer.

Anything to the contrary herein notwithstanding, the parties hereto may deem and treat the bearer of any unregistered Trust Certificate and the bearer of any dividend warrant, as the absolute owner of such Trust Certificate or dividend warrant, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and shall not be affected by any notice to the contrary. The parties hereto may deem and treat the registered owner of any registered Trust Certificate as the absolute owner of such Trust Certificate for all purposes except payment of dividends, and shall not be affected by any notice to the contrary.

For any registration, transfer or discharge from registration, the Trustee at its option may, and if so requested by the Company shall, require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge connected therewith.

SECTION 6. In case any Trust Certificate, or the dividend warrants thereto attached, shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate (and the Company at the request of the Trustee shall execute its guaranty thereon), with all unmatured dividend warrants appertaining thereto, of like maturity, tenor and date, and bearing the same serial number as the one mutilated, defaced, lost, destroyed or stolen, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate and warrants, or in lieu of and substitution for the same if lost, destroyed or stolen, and make payment of any matured dividend warrants appertaining to the same. The applicant for a new Trust Certificate shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, destruction or theft of such Trust Certificate or warrants alleged to have been lost, destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Trust Certificate and warrants, and also such security or indemnity as may be required by the Trustee and by the Company in their discretion; and shall pay all expenses and charges of such substitution or exchange. All Trust Certificates are held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or stolen Trust Certificates and warrants and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

ARTICLE III.

SECTION 1. The Company hereby accepts and becomes bound by all the terms of this Agreement, and hereby covenants and agrees to make payment of the reasonable expenses of the Trustee, and of any and all taxes, assessments and other governmental charges herein mentioned for which the Trustee may be liable.

SECTION 2. The Company covenants, agrees and guarantees that the holder or registered owner of each of the Trust Certificates shall receive the sum of One Thousand Dollars, or, in the case of temporary certificates, the principal amount therein expressed to be payable, in gold coin of the United States of America of or equal to the standard of weight and fineness existing July 1, 1928, on the date specified in such certificate or on the earlier maturity thereof by declaration or otherwise, and shall receive dividends thereon in like gold coin at the rate of four and one-half per cent. per annum, from July 1, 1928, to the date of maturity of such certificate, at the times and place and otherwise as expressed in the Trust Certificates and in the dividend warrants thereto attached; and the Company further covenants and agrees to endorse upon each of the Trust Certificates, at or before the issue and delivery thereof by the Trustee, its guaranty of the prompt payment of the principal thereof and of the dividends thereon, in substantially the form in Section 2 of Article II hereof provided. Said guaranty so endorsed shall be signed in the name and on behalf of the Company by its Chairman of the Board of Directors or its President or one of its Vice-Presidents. In case any of the officers of the Company who shall have signed such guaranty shall cease to be such

officers of the Company before the Trust Certificates shall have been actually issued and delivered by the Trustee, such guaranty shall nevertheless be as effective and binding upon the Company as though the persons who signed such guaranty had not ceased to be such officers of the Company.

SECTION 3. The Company covenants and agrees that it will pay or cause to be paid or discharged, or make adequate provision for the satisfaction or discharge of, any claim which, if unpaid, might become a lien or charge upon or against any of the Trust Equipment, except upon the leasehold interest of the Company therein; but this provision shall not require the payment of any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, unless thereby, in the judgment of the Trustee, the rights or interests of the holders of Trust Certificates may be materially endangered.

SECTION 4. The Company covenants and agrees to pay the expenses incident to the preparation and execution of the Trust Certificates and dividend warrants, including any temporary Trust Certificates to be issued hereunder, and the expenses connected with the preparation, execution, recording, registration and filing hereof or of said Lease and of any instruments executed under the provisions hereof or of said Lease in respect of the Trust Equipment or Lease, or any equipment or parts used to replace any of the same. The Company with all convenient speed will cause this Agreement and said Lease and all supplemental leases and agreements which may be executed under the terms of this Agreement or of said Lease, to be duly filed and recorded in all states wherein are situated railroad lines owned or operated by the Company or over which the Company has trackage rights and in all states where any of the Trust Equipment shall be delivered and otherwise as may be required by law, so that this Agreement and said Lease and all said other instruments may at all times be duly filed and recorded.

SECTION 5. The Company covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and said Lease and the intent thereof.

ARTICLE IV.

SECTION 1. In order to prevent any accumulation of Trust Certificates or of dividend warrants after maturity, neither the Trustee nor the Company shall directly or indirectly extend or assent to the extension of the time for the payment of any Trust Certificate or dividend warrant, but the same shall be paid and cancelled at maturity, and no Trust Certificate or dividend warrant in substitution therefor shall be issued; and neither the Trustee nor the Company shall directly or indirectly be a party to or approve of any arrangement for purchasing or funding any of said Trust Certificates or dividend warrants, or for an advance or loan upon the same, at or after maturity. In case the time for payment of any Trust Certificate or dividend warrant shall be so extended, whether or not such extension be by or with the consent of the Trustee or the Company, or in case, at or after maturity, any Trust Certificates or dividend warrants shall be purchased or funded, or an advance or loan upon the same shall be made, by or on behalf of the Trustee or the Company or pursuant to any arrangement requested or approved by either of them or to which either of them shall be a party or made with the privity of the Trustee or the Company, such Trust Certificates and dividend warrants shall not be entitled to the benefit of said Lease or of this Agreement, except subject to the prior payment in full of the principal of all other

Trust Certificates and dividend warrants whether the same be then matured or unmatured.

SECTION 2. In case one or more of the events of default described in Article Seventh of said Lease shall happen, the Trustee in its discretion may, and at the request of the holders of a majority in principal amount of the Trust Certificates then outstanding shall, declare the principal of all of said Trust Certificates to be due and payable, and thereupon the same shall become and be immediately due and payable. In any such case the Trustee may retake possession of the Trust Equipment or any part thereof and may either hold or lease the same or any part thereof, or dispose of the same or any part thereof in such manner (so far as may be necessary to perform the trusts hereunder) at public or private sale, for cash or upon credit, or partly for cash and partly upon the credit, as the Trustee may deem most beneficial to the interest of the holders of of said Trust Certificates. In case one or more of said events of default shall happen (whether the principal of the Trust Certificates shall have been declared due and payable or not), then upon the written request of the holders of not less than twenty-five per cent. in principal amount of the Trust Certificates at the time outstanding, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all steps for the protection and enforcement of its rights and the rights of the holders of the Trust Certificates, and to exercise one or more of the powers of entry, sale and lease in said Lease conferred, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee being advised by counsel shall deem most expedient in the interest of the holders of the Trust Certificates; but, anything in this Agreement to the contrary notwithstanding, upon proper indemnity to the Trustee, the holders of a majority in amount of the Trust Certificates then outstanding, from time to time, shall have the right to direct and to control the proceedings for any enforcement of said Lease and this Agreement and the sale or lease of the Trust Equipment. The proceeds of such lease or sale shall be applied by the Trustee to the payment, after deducting the expenses of the trust and any and all taxes, assessments and other governmental charges which the Trustee may by law be required to pay in respect of the trust or the Trust Certificates aforesaid or the dividends thereon:

(1) of the dividend warrants then due with interest on any overdue dividends at the rate of four and one-half per cent. per annum; and

(2) of the principal of all said outstanding Trust Certificates with interest thereon at the rate of four and one-half per cent. per annum from the last preceding dividend date, whether said Certificates or any of them shall then have matured by their terms or not;

all of said payments to be in full, if said proceeds shall be sufficient, and if not, then Pro Rata, without preference of principal over dividends, or of dividends over principal, or otherwise (subject, however, to Section 1 of this Article IV), and without regard to the dates of maturity thereof.

The foregoing provisions, however, are subject to the condition that if at any time after the principal of the Trust Certificates shall have been declared and have become due and payable, as hereinbefore provided, but before July 1, 1943, all arrears of rental (with interest upon any overdue instalment at the rate of four and one-half per cent. per annum), the expenses of the Trustee and all other sums which shall have become due and payable by the Company hereunder or under said Lease (other than the principal of Trust Certificates and rental instalments which shall not at the time have

matured according to their terms), shall be paid by the Company before any taking possession, withdrawal, sale or lease by the Trustee of any of the Trust Equipment, and every other default in the observance or performance of any covenant or condition of this Agreement or said Lease shall be made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the Trustee, if so requested by the holders of a majority in principal amount of the Trust Certificates then outstanding and which shall not have then matured according to their terms , shall, by written notice to the Company, waive the default by reason of which the principal of the Trust Certificates shall have been declared and become due and the consequences of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Neither such retaking possession nor any withdrawal or lease or sale of the Trust Equipment by the Trustee, nor any action or failure or ommission to act, against the Company or in respect to the Trust Equipment, on the part of the Trustee or on the part of any holder of any Trust Certificate or dividend warrant, or any delay or indulgence granted to the Company by the Trustee or any such holder, shall affect the obligations of the Company under this Agreement or under said Lease or under its guaranty. The Company waives presentation and demand in respect to any of the Trust Certificates and dividend warrants and waives notice of presentation, of demand and of any default in the payment of the principal of, or dividends upon, the Trust Certificates.

ARTICLE V.

SECTION 1. The Trustee hereby covenants and agrees to perform, and, so far as possible, to enforce the performance of, all and singular the terms, conditions and covenants of said Lease, including the marking of the Trust Equipment.

SECTION 2. The Trustee covenants and agrees to apply and distribute the rentals received by it under subdivisions (b), (c), (d) and (e) of Article First of said Lease, when and as the same shall be received, for the following purposes, to wit:

(a) to the payment of the necessary and reasonable expenses of the trust including all expenses connected with the Trust Equipment and said Lease thereof;

(b) to the payment of any and all taxes, assessments and other governmental charges upon the income or property of the trust, or the agreements evidencing the same, which the Trustee may be required to pay;

(c) to the payment of the dividends on the Trust Certificates when and as the same shall become payable; and

(d) to the payment of the principal of the Trust Certificates when and as the same shall become payable according to the terms thereof or hereof.

SECTION 3. The Trustee shall cause to be kept, at an agency in the Borough of Manhattan, in the City of New York, books for the registration and transfer of the Trust Certificates and upon presentation for such purposes the Trustee will register or cause to be registered as hereinbefore provided, and under such reasonable regulations as may be prescribed, any of the Trust Certificates. The Trustee, at all times until the payment of the principal of all the Trust Certificates, shall keep an agency in the Borough of Manhattan, in the City of New York, where the Trust Certificates and dividend warrants may be presented for payment. Such agency may be the office of the Company in the Borough of Manhattan, in the City of New York.

SECTION 4. The Trustee assumes no liability for anything other than its own wilful or gross neglect. It shall be required to undertake no act or duty in the way of

taking care of or taking possession of the Trust Equipment until fully secured against all liability . No duty of insurance or of repair or of protection of any of the trust property is incumbent upon it, nor shall it be responsible for the filing or recording of this Agreement or of said Lease, and the Trustee may issue and deliver Trust Certificates in advance of such filing or recording.

SECTION 5. The Trustee shall be under no obligation to take any action for the execution or enforcement of any of the trusts hereby created unless requested thereunto in writing by the holders of not less than twenty-five per cent. in principal amount of the then outstanding Trust Certificates and upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with proof satisfactory to it as to the ownership of the Trust Certificates and warrants in respect of which any notice or request may be made; but neither any such request nor this provision therefor shall affect any discretion herein elsewhere specifically given to the Trustee to determine what action it shall take in respect of any such default, or to take action without request.

SECTION 6. No holder of any Trust Certificate or dividend warrant issued hereunder shall have any right to institute any suit, action or proceeding for the execution and enforcement of the trusts hereby created unless, after the aforesaid request in writing by the holders of not less than twenty-five per cent. in principal amount of the then outstanding Trust Certificates shall have been made upon the Trustee, indemnity satisfactory to it provided, and a reasonable time elapsed for action by the Trustee upon such request, it shall decline to institute any proceedings pursuant thereto. Neither the provisions of this section nor the provisions of Section 5 of this Article shall affect or limit in any way the obligations of the Company or the rights of holders of Trust Certificates under said guaranty.

SECTION 7. The Trustee may, for all purposes, conclusively assume that the Company is not in default under the terms hereof until notified in writing to the contrary by the holders of not less than ten per cent. in principal amount of the Trust Certificates then outstanding, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

SECTION 8. The Trustee shall not incur any liability to anybody in acting upon any notice, consent, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic, and to be signed by the proper party or parties and deemed by it to be sufficient.

SECTION 9. The Trustee will allow interest upon all money received by it under the provisions of this Agreement or of said Lease, at the rate generally prevailing among Philadelphia trust companies or allowed by it upon deposits of a similar character.

SECTION 10. The Trustee shall, at least once in each year, render to the Company a statement of its said trust and of the accounts relating thereto, and covering such matters as the Company may properly require, and the Vendors and the Company or either of them, may from time to time examine the books and accounts of the Trustee relating to the Trust Certificates and said Lease, to this Agreement and to the acts of the Trustee hereunder.

SECTION 11. The Trustee may resign and be discharged from the trusts created by this Agreement by giving to the Company and to the holders of the Trust Certificates then outstanding notice in writing of such resignation, specifying a date when such resignation shall take effect. Such notice may be given to the holders of the Trust

Certificates by publication of the notice at least once in each of three successive calendar weeks prior to the date specified in such notice in a newspaper published in the Borough of Manhattan, in the City of New York, and in a newspaper published in the City of Philadelphia, Pennsylvania. Such resignation shall take effect on the date specified in such notice (which date shall not be less than thirty days after the giving or first publication of such notice), unless previously a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any trustee hereunder may be removed at any time by an instrument in writing filed with the Trustee and executed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

SECTION 12. In case at any time the Trustee shall resign or shall be removed or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding, by an instrument or concurrent instruments signed by such Certificate holders or their attorneys in fact duly authorized; but until a new trustee shall be appointed by said Certificate holders as herein authorized, the Company, by an instrument executed under its corporate seal, may appoint a trustee to fill such vacancy. Every such successor trustee, whether appointed by the Certificate holders or by the Company shall always be a trust company or bank having power so to act and organized under the laws of the United States of America, the Commonwealth of Pennsylvania or the State of New York and having an office either in the City of Philadelphia or in the Borough of Manhattan, in the City of New York, and having a capital and surplus aggregating at least five million dollars. After any such appointment by the Company, it shall cause notice of such appointment to be published once a week in each of four successive weeks in a newspaper published in the Borough of Manhattan, in the City of New York, and in a newspaper published and in the City of Philadelphia, Pennsylvania; but any new trustee so appointed by the Company shall immediately, and without further act, be superseded by a trustee appointed in the manner above provided, by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Company an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with title to the trust estate, and with all the rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein, and the trustee ceasing to act shall, on the written request of such successor trustee, assign and transfer the trust estate or cause the trust estate to be assigned and transferred to the successor trustee, and shall be entitled to the payment of its charges and expenses theretofore incurred. Upon request of such successor trustee, the Company shall execute and deliver such instruments of further assurance as may reasonably be required for more fully and certainly vesting in and confirming to such successor trustee all the right, title and interest of the predecessor trustee in and to the trust estate and such rights, powers, trusts, duties and obligations. All instruments herein provided for shall be at the cost of the company.

Any corporation resulting from any merger or consolidation to which the Trustee, or any successor to it, shall be a party, provided such corporation shall be a corporation having power so to act, and organized under the laws of the United States of America,

the Commonwealth of Pennsylvania or the State of New York and shall do business in the City of Philadelphia, Pennsylvania, or in the Borough of Manhattan, in the City of New York, and have a capital and surplus aggregating at least five million dollars, shall be the successor trustee under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE VI.

No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty of the Company respecting any Trust Certificate or dividend warrant issued hereunder, shall be had against any stockholder, officer or director of the Company, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement, said Lease and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement, said Lease or in the guaranty of the Company respecting any of the Trust Certificates or dividend warrants issued hereunder, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and the issue of such Trust Certificates and dividend warrants.

ARTICLE VII.

Any request or other instrument required by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such Certificate holders in person, or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose of this Agreement, and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument, if made in the following manner, viz.:

(a) the fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the certificate of any notary public or of any other officer authorized to take, either within or without the Commonwealth of Pennsylvania or the State of New York, acknowledgments of deeds to be recorded in either of said States, or in the State where the acknowledgment may be taken, certifying that the persons signing such request or other instrument acknowledged to him the execution thereof; or by the affidavit of a witness to such execution;

(b) the amount of Trust Certificates held by any person executing any such request or other instrument as a Certificate holder, and the serial numbers of the Trust Certificates held by such person and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depositary wheresoever situated whose certificate shall be deemed by the Trustee to be satisfactory, showing that, at the date therein mentioned, such

person had on deposit with such depositary, or exhibited to such depositary, the Trust Certificates numbered and described in such certificate. The Trustee may assume the continuance of any such deposit unless and until it receives proof satisfactory to it to the contrary.

ARTICLE VIII.

At the termination of said Lease, any moneys remaining in the hands of the Trustee, after paying the principal of and dividends upon the Trust Certificates, and the expenses of the Trustee, including its reasonable compensation, shall be paid to the Company.

ARTICLE IX.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person, firm or corporation other than the parties hereto and the holders of the Trust Certificates and appurtenant dividend warrants, any right, remedy or claim, under or by reason of this Agreement, or of any term, covenant or condition thereof and hereof, and all of the terms, covenants, conditions, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

ARTICLE X.

The term "Trustee" as used herein and in said Lease shall be held and construed to mean Bank of North America and Trust Company, its successors and assigns; the word "Company" herein, to mean and include the party of the third part, its successors and assigns, and the words "Certificate holder" and "holder" shall include the plural as well as the singular number and shall include, unless the context indicates another meaning, the registered owner of any Trust Certificate. The term "Trust Equipment" wherever used herein or in said Lease, unless otherwise indicated by the context, is intended to include all railroad equipment at any time covered by said Lease or any supplemental lease or this Agreement or required or intended so to be.

In case of the death or inability to act of either of the Vendors, the other Vendor shall have and discharge all of the powers of the Vendors. In case of the death or inability to act of both of the Vendors, the Trustee shall receive and distribute or pay for the account of the original Vendors, to the parties entitled to receive the same from the original Vendors, all Trust Certificates issuable or Deposited Cash or other moneys payable to the original Vendors by the Trustee hereunder. Any action taken by either of the Vendors shall have the same force and effect as if taken by both of them.

Whenever, under the provisions hereof, it is necessary or proper for any notice or demand to be made to or upon the Company, or, if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given or made to the Company by depositing a written statement thereof, securely enclosed in a post-paid wrapper, in the United States mail, registered and directed to the Company at New York City, New York, and an affidavit by any person representing or acting on behalf of the Trustee as to such mailing having the registry receipt or certificate attached shall be conclusive evidence of the giving of such notice and the making of such demand.

This Agreement shall be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such couterparts together shall constitute but one and the same instrument.

Bank of North America and Trust Company doth hereby constitute and appoint C. P. Lineaweaver to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Agreement, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

Chicago, Milwaukee, St. Paul and Pacific Railroad Company doth hereby constitute and appoint. R. J. Marony to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Agreement, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals, and the parties of the second and third parts have caused their respective corporate names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

Andrew S. Hannum [L.S.]

Harry Wells [L.S.]

BANK OF NORTH AMERICA AND TRUST COMPANY,

by C. P. Lineaweaver
Vice-President.

(SEAL)

Attest:
J. W. Mercur, Jr.
Secretary.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

by R. J. Marony
Vice-President.

(SEAL)

Attest:
J. Welch
Assistant Secretary.

Signed, sealed and delivered by all the parties in the presence of:

Gordon E. Youngman

Frederick N. Edwards

STATE OF NEW YORK,)
(ss.:
COUNTY OF NEW YORK,)

I, R. M. Sellwood Jr., 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 the 11th day of July, 1928, 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, the within named Andrew S. Hannum and Harry Wells, to me personally known and known to me to be the individuals described in and the identical persons who subscribed their names to and who executed the within and foregoing instrument in writing in my presence as parties of the first part thereto and in the presence of the two witnesses whose names are thereunto subscribed as such, and said Andrew S. Hannum and Harry Wells

severally duly acknowledged to me in the presence of said witnesses that they signed, sealed, executed and delivered said instrument as their 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.

My commission as such Notary Public expires March 30, 1930.

R. M. Sellwood, Jr.

Notary Public in and for the State of New York, County of New York

(NOTARIAL SEAL)

Notary Public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-315
King Co. Clerk's No.353, Reg. No. 588
Bronx Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties
Commission expires March 30, 1930.

STATE OF NEW YORK,)
(SS.:
County of New York,)

I, R. M. Sellwood Jr., 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 11th day of July, 1928, 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, the within named C. P. Lineaweaver and J. W. Mercur, Jr. each to me personally known and known to me to be, respectively, a Vice-President and Secretary of Bank of North America and Trust 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 Vice-President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said C. P. Lineaweaver and J. W. Mercur, Jr., 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 said C. P. Lineaweaver resides in Haverford, in the State of Penna., and that said J. W. Mercur, Jr. resides in Wallingford, in the State of Penna; that said C. P. Lineaweaver is a Vice-President and said J. W. Mercur, Jr., is Secretary of Bank of North America and Trust Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said C. P. Lineaweaver, Vice-President, and J. W. Mercur, Jr., Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered 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 that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared C. P. Lineaweaver, named in the foregoing instrument attorney for Bank of North America and Trust Company, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said Bank of North America and Trust Company.

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.

My commission as such Notary Public expires March 30, 1930.

R. M. Sellwood, Jr.

Notary Public in and for the State of New York, County of New York

(NOTARIAL SEAL)

Notary Public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-815
King Co. Clerk's No. 353, Reg. No. 588
Bronx Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties
Commission expires March 30, 1930

STATE OF NEW YORK,)
(ss.:
County of New York,)

I, R. M. Sellwood, Jr., 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 11th day of July, 1928, 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, the within named R. J. Marony and J. Welch, each to me personally known and known to me to be, respectively, a Vice-President and an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific 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 Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. J. Marony, and J. Welch, 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 said R. J. Marony, resides in New York City, in the State of New York, and that said J. Welch resides in Brooklyn, in the State of New York; that said R. J. Marony is a Vice-President and said J. Welch is an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said R. J. Marony, Vice-President, and J. Welch, Assistant Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as a Vice-President and an Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered 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 said instrument to be the free and volun-

tary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared R. J. Marony, named in the foregoing instrument attorney for Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

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.

My commission as such Notary Public expires March 30, 1930.

R. M. Sellwood, Jr.
Notary Public in and for the State
of New York, County of New York

(NOTARIAL SEAL)

Notary Public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-315
King Co. Clerk's No. 353, Reg. No. 538
Bronx Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties
Commission expires March 30, 1930.

STATE OF NEW YORK,)
(SS.:
COUNTY OF NEW YORK,)

I do hereby certify that the United States Internal Revenue Stamps required by law have been affixed to one of the original counterparts of the within Agreement and cancelled.

R. M. Sellwood, Jr.

(NOTARIAL SEAL)

Notary Public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-315
King Co. Clerk's No. 353, Reg. No. 588
Bronx Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties
Commission expires March 30, 1930.

State of Wisconsin
DEPARTMENT OF STATE
Received this 31st day
July A. D. 19 28 at 11
o'clock A. M. and recorded in Vol
27 of R. R. Mtgs. Etc.
on page 245-272 Inc.
Robert L. Siebecker
Assistant Secretary of State

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THE CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD
EQUIPMENT TRUST
Series G

LEASE OF RAILROAD EQUIPMENT
Dated July 2, 1928

Bank of North America and Trust Company
to
Chicago, Milwaukee, St. Paul and Pacific
Railroad Company

AGREEMENT
Dated July 2, 1928

Andrew S. Hannum
and
Harry Wells
Vendors
with
Bank of North America and Trust Company
and
Chicago, Milwaukee, St. Paul and Pacific
railroad Company

LEASE OF RAILROAD EQUIPMENT, dated July 2, 1928, between Bank of North America and Trust Company, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee as hereinafter mentioned (hereinafter called the Trustee), party of the first part, and CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the Company), party of the second part:

WHEREAS, by a certain Agreement, dated July 2, 1928, between Andrew S. Hannum and Harry Wells, Vendors, the Trustee and the Company, a counterpart original whereof is hereto annexed and made a part hereof, there was constituted the "The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series G", under which the railroad equipment which said Vendors transferred or agree to transfer to the Trustee thereunder is to be leased to the Company hereunder; and

WHEREAS, Pullman Car & Manufacturing Corporation, a corporation of the State of Illinois, did by and under a certain Equipment Lease, dated April 30, 1927, agree to sell and deliver said railroad equipment to H. E. Byram, Mark W. Potter and Edward J. Brundage as Receivers of Chicago, Milwaukee and St. Paul Railway Company and their assigns (hereinafter called the Lessees); it being provided in said Equipment Lease that the purchase price of said railroad equipment be paid in cash in certain instalments, and that until such purchase price should be paid in full, said railroad equipment should be leased to the Lessees; and

WHEREAS, it is provided in said Equipment Lease that delivery to, and acceptance of said railroad equipment, or any thereof, by, the Lessees shall not vest in them any title thereto, or right therein, other than as defined in said Equipment Lease, and further that until payment by the Lessees of the full purchase price as therein provided and until all the obligations of the Lessees have been fully complied with and performed, the title to and ownership of the cars, or any of them, shall not pass to or vest in the Lessees but shall remain and be in Pullman Car & Manufacturing Corporation, and that the Lessees shall only have and be entitled to the possession and use of said cars; and

WHEREAS, the Company has succeeded said Receivers in the possession of the lines of railroad formerly of Chicago, Milwaukee and St. Paul Railway Company and under said Equipment Lease; and

WHEREAS, all said railroad equipment has been delivered to the Receivers, pursuant to said Equipment Lease, and in part payment of the purchase price of said Equipment, to-wit, $1,349,960, the Receivers or the Company have paid the sum of $117,176.31, leaving, as of the date hereof, an unpaid balance of the purchase price of said railroad equipment of $1,232,783.69; and

WHEREAS, said Equipment Lease provides that it may be assigned, transferred and set over unto a Trustee under an Equipment Trust Agreement entered into by the Receivers, or any corporation succeeding the Receivers in possession of said lines of railroad, for the purpose of financing the unpaid balance of the purchase price of said railroad equipment; and

WHEREAS, said Pullman Car & Manufacturing Corporation has caused or will cause to be assigned, tranferred and set over unto the above-named Vendors all its right, title and interest in and to said Equipment Lease and in to the railroad equipment covered thereby, and said Vendors, in turn, have caused or will cause to be assigned, transferred and set over unto the Trustee of said Equipment Trust Agreement all their right, title and interest in and to said Equipment Lease and in and to the railroad equipment covered thereby, and said Pullman Car & Manufacturing Corporation and its assigns have executed and delivered or will execute and deliver a proper instrument for the discharge and release from record of said Equipment Lease, which instrument will be held by the Trustee under said Equipment Trust Agreement, subject to the terms and provisions of this lease:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the Trustee (acting in pursuance of said Agreement), for and in consideration as well of the sum of one dollar to it paid by the Company, at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as of the rents and covenants hereinafter mentioned to be paid, kept and performed by the Company, has let and leased, and does hereby let and lease, to the Company all the railroad equipment of The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series G (hereinafter and in said Agreement collectively called the Trust Equipment), to wit:

(a) 500 steel underframe, steel frame superstructure, single sheathed, 50-ton capacity, automobile cars, numbered 271,000 to 271,499, both inclusive;

(b) with such additional railroad equipment as shall be acquired for said trust and subjected to this Lease as hereinafter provided.

The original cost of said railroad equipment specifically described above has been certified to the Trustee to have been $1,349,960 and the total amount payable to the

Trustee in respect of said railroad equipment has been certified to the Trustee to be, as of the date hereof, $1,232,783.69.

All of the trust equipment shall forthwith be transferred and delivered to the Trustee under said Agreement and marked in accordance with the provisions of Article Fourth hereof, and shall, ipso facto and without further deed or lease or transfer, pass under and become subject to all the terms and provisions of this Lease.

And the Company, in consideration of the premises, by these presents covenants and agrees with the Trustee as follows:

FIRST. The Company hereby accepts (subject to the conditions mentioned in said Agreement) this Lease of all the Trust Equipment, and hereby covenants and agrees to pay to the Trustee or its assigns (or in the case of taxes to the proper taxing authority) rent hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable:

(a) At the time of the execution of this lease $361,783.69 in cash, being a sum equal to the difference between the total amount payable to the Trustee in respect of the railroad equipment specifically described above, as certified to the Trustee by the Chairman of the Board or the President or a Vice-President or the Comptroller of the Company, and the total principal amount of Trust Certificates issuable in respect thereof as provided in Section 2 of Article I of said Agreement.

(b) The necessary and reasonable expenses of the trust, including all expenses connected with the Trust Equipment and this Lease thereof.

(c) Any and all taxes, assessments and other governmental charges upon the income or property of the trust, or the agreements evidencing the same, which the Trustee under said Agreement may be required to pay.

(d) The dividend warrants attached to the Trust Certificates when and as the same shall become payable and in the case of the issue of temporary Trust Certificates without dividends warrants, the dividends payable thereon.

(e) The principal of the Trust Certificates when and as the same shall become payable, whether by declaration or upon the respective dates of maturity thereof, to wit: $67,000 principal amount on July 1 in each year, from July 1, 1929, to July 1, 1941, both inclusive.

The Company shall not be required, however, to pay any tax, assessment or other governmental charge so long as the Company shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the judgment of the Trustee, the rights or interests of the Trustee or of the Trust Certificate holders may be materially endangered.

SECOND. This Lease shall continue in force until the rent so paid hereunder shall furnish moneys sufficient to meet, discharge and cancel all the interests in said The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series G, created in respect of the Trust Equipment, and the dividends thereon, as well as the other payments and charges aforesaid. At the termination of this Lease and after all such payments shall have been completed and fully made to the Trustee, the Trust Equipment hereby leased, shall be assigned and transferred by the Trustee to the Company or its nominee or nominees, and shall be and become the absolute property of the Company or its nominee or nominees; provided, however, and it is agreed, that until then the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and

ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

THIRD. Upon the written request of the Company, stating that the use of any of the Trust Equipment is no longer required by the Company, the Trustee may, while the Company is not in default hereunder, execute and deliver a bill of sale assigning and transferring to the purchaser named by the Company the absolute title to any of the Trust Equipment; provided, however, that none of the Trust Equipment shall be so assigned or transferred, unless simultaneously the Trustee shall receive from said purchaser the agreed purchase price thereof and from the Company a sum in cash equal to the difference, if any, between said purchase price and the original cost (as previously certified to the Trustee), less an amount representing depreciation arising from reasonably wear and tear to be determined by the method at the time employed in standard railroad practice for determining such depreciation, as certified to the Trustee by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company, of the equipment so assigned and transferred. The sums so received by the Trustee from said purchaser and the Company shall be held by the Trustee for the equal and proportionate benefit of the holders of the Trust Certificates and dividend warrants, until such sums shall be paid out by the Trustee upon the written request of the Company for the purchase by the Trustee, from the manufacturers or owners, of new railroad rolling stock, free from liens, and upon the delivery of such new equipment to the Trustee accompanied by a bill or bills of sale, an opinion of counsel (who may be counsel to the Company) and a certificate as to delivery and cost satisfactory to the Trustee. The Company will pay as rental for the Trust Equipment any additional moneys necessary to be paid to the manufacturers of such new railroad rolling stock if the cost thereof exceeds sums then in the hands of the Trustee to be applied on account thereof. Any new equipment so acquired and substituted shall be marked in accordance with the provisions of Article Fourth hereof and immediately upon being so marked shall be part of the Trust Equipment, subject to all of the terms and conditions hereof and of said Agreement in all respects as though it had been part of the original Trust Equipment herein described, and the Company and the Trustee shall execute a supplemental lease thereof, describing the same, upon and subject to all the terms and conditions hereof. The term "Trust Equipment," wherever used herein, unless otherwise indicated by the context, is intended to include any new equipment so acquired or otherwise subjected to this Lease or required or intended so to be.

FOURTH. Each unit of the Trust Equipment now has fastened thereto metal plates bearing the following words:

"Pullman Car & Manufacturing Corporation, Owner, Lessor."

Within one year from the date hereof, such plates shall be detached and, in lieu thereof, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each of the units of the Trust Equipment, a new metal plate bearing the following words, with appropriate changes thereof or additions thereto as from time to time may be required by law in order to protect the interest of the Trustee, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of each thereof, in either case in letters not less than one-half inch in size:

"The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series G. Bank of North America and Trust Company, Trustee, Owner and Lessor."

As soon as said new metal plates have been attached to all of the Trust Equipment, a certificate to this effect, executed by the President or a Vice-President of the Company, shall be delivered to the Trustee, and the Trustee shall thereupon cause the above mentioned Equipment Lease of April 30, 1927, to be satisfied and discharged of record.

Such new plate or marks shall be such as to be readily visible and as to indicate plainly the Trustee's ownership of said equipment. In case, during the continuance of this Lease, any of such plates or marks shall at any time be removed, defaced or destroyed, the Company will immediately cause the same to be restored or replaced. The Company will not change, or permit to be changed, the numbers upon equipment covered by this Lease (nor any numbers which may be substituted as herein provided), except in accordance with a statement of new numbers to be substituted therefor, which shall previously have been filed with the Trustee by the Company.

The Trust Equipment may be lettered, "Chicago, Milwaukee, St. Paul and Pacific Railroad Company", "St. Paul","Milwaukee", "C. M. St. P. &. P. RR. Co.", or in some other appropriate manner, for convenience of identification of the leasehold interest of the Company, its successor or successors therein, but the Company, during the continuance of this Lease, will not allow the name of any person, association or corporation to be placed on any of the Trust Equipment as a designation which might be interpreted as a claim of ownership thereof by the Company or by any person, association, or corporation other than the Trustee.

FIFTH. (a) The Company, during the continuance of this Lease, will maintain and keep all of the Trust Equipment in good order and repair, at its own proper cost and charge, and will replace, at its own cost, any of the Trust Equipment that may be worn out, lost or destroyed, by new railroad rolling stock of a value at least equal to the then book value of the equipment so worn out, lost or destroyed. The title to all rolling stock procured for such replacement shall be taken in the name of the Trustee, free from liens, and such rolling stock shall be marked in accordance with the provisions of Article Fourth hereof. At the time of every such replacement the Company shall deliver to the Trustee a certificate of the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company stating the then book value of the Trust Equipment so worn out, lost or destroyed, and the cost of such new equipment. In addition the Company shall furnish the Trustee with a bill of sale of such new equipment from the manufacturers or owners to the Trustee and a certificate as to delivery of such new equipment, together with an opinion of counsel satisfactory to the Trustee (who may be counsel to the Company) that such bill or bills of sale are valid and effective, either alone or in connection with any other instruments executed in connection therewith, to vest in the Trustee, free from all liens and encumbrances, the title so transferred to the Trustee.

Thereupon, such new equipment shall be deemed part of the Trust Equipment, subject to all the terms and conditions hereof and of said Agreement, as though it had been originally a part of the Trust Equipment; but the Trustee and the Company shall execute a supplemental lease thereof, describing the same, upon and subject to all of the terms and conditions hereof.

(b) The Company will furnish to the Trustee, whenever required by the Trustee, and at lease once in every year during the continuance of this Lease, an accurate

statement of the amount, description and numbers of the Trust Equipment then covered hereby, and the amount, description and numbers of all that may have been worn out, lost or destroyed by accident or otherwise, the number of units repaired during the previous year, and the number of units then undergoing repairs and in the shops for repairs. Together with said statement the Company shall also furnish to the Trustee a statement signed by its Superintendent of Motive Power, stating that in the case of all of the Trust Equipment repainted during the preceding year, the mark required by Article Fourth hereof has been preserved, or that the same when repainted has been again marked as required by said Article. And the Trustee shall have the right, by its agents, to inspect the Trust Equipment once in every year during the continuance of this Lease.

(c) The Company will indemnify and protect the Trustee in the use of any and all patented inventions employed in and about the Trust Equipment and comply in all respects with the laws of the United States and of all the states in which the Trust Equipment or any thereof may be operated and with all lawful acts, rules, regulations and orders of the Interstate Commerce Commission and of all other commissions, boards and other legislative, executive or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; provided, however, that the Company may in good faith contest the validity of any such act, rule, regulation or order or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not, in the judgment of the Trustee, materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates.

SIXTH. The Company, so long as it shall not be in default under this Lease, shall be entitled to the possession of the Trust Equipment and the use thereof upon the lines of railroad owned or operated by it or over which it has trackage rights, and upon connecting and other railroads in the usual interchange of traffic, from and after the delivery of the Trust Equipment by the Trustee to the Company, but only upon and subject to all the terms and conditions of this Lease.

The Company will not either assign or transfer this Lease, or transfer or sublet the Trust Equipment or any part thereof, without the written consent of the Trustee first had and obtained; and the Company shall not, without such written consent, except as hereinbefore provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equipment. A transfer through insolvency or under judicial process shall be deemed a breach of this covenant, except where the transfer is to a new railroad company which shall acquire all or substantially all of the lines of railroad of the Company, and which shall assume and agree to perform each and all of the obligations and covenants of the Company hereunder and under said Agreement and under said guaranty, but the appointment of a temporary receiver or receivers for the Company shall not be deemed such a breach.

The Trustee shall have the right to declare this Lease terminated in case of any unauthorized assignment or transfer of this Lease or transfer or sublease of the Trust Equipment. The election of the Trustee to terminate this Lease under this clause shall have the same effect as the retaking of the Trust Equipment by the Trustee as hereinafter provided.

SEVENTH. In case the Company

(1) shall make default in the payment of any part of said rent and such default shall continue for more than thirty days after the same shall become due and payable, or

(2) shall make or suffer any unauthorized assignment or transfer of its rights or interest in, or any unauthorized sublease of, the Trust Equipment, or any part thereof, and shall fail or refuse either to cause such assignment or transfer or sublease to be cancelled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within thirty days after the Trustee shall have demanded in writing such cancellation and recovery of possession, or within said thirty days to deposit with the Trustee a sum in cash equal to the original cost of the Trust Equipment so assigned or transferred or subleased, as certified to the Trustee by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company (any sum so deposited to be returned to the Company upon the cancellation of such assignment, transfer or sublease and the recovery of possession by the Company of such Trust Equipment in good condition, subject to ordinary usage), or

(3) shall for more than ninety days after the Trustee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and covenants herein or in said Agreement on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance,

then, in any such case (herein and in said Agreement sometimes called events of default), the Trustee at its option may, and on the request of the holders of a majority in amount of the then outstanding Trust Certificates shall, by its agents, enter upon the railroads and premises of the Company and take possession of all or any part of the Trust Equipment, and withdraw the same from said railroads and premises, retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid per diem, mileage or other charges of any kind earned by the Trust Equipment or any thereof, and may lease the Trust Equipment or any thereof, or sell the same or any thereof, so far as may be necessary to perform and fulfill the trusts under said Agreement, at public or private sale, for cash or upon credit or partly for cash and partly on credit, in its discretion, and otherwise proceed to enforce its rights and the rights of the owners of interests under said Agreement and under this Lease in the manner therein and herein provided; and upon such taking possession or withdrawal or lease or sale of the Trust Equipment, the Company shall cease to have any rights or remedies in respect of the Trust Equipment under this Lease, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company; and no payments theretofore made by the Company for the rent or use of the Trust Equipment, or any of it, shall, in case of the happening of any such event of default and such taking possession, withdrawal, lease or sale by the Trustee, give to the Company any legal or equitable interest or title in or to the Trust Equipment, or any of it, or any cause or right of action, at law or in equity, in respect of the Trust Equipment against the Trustee or the owners of interests in said The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series G; and such taking possession or withdrawal or lease or sale of the Trust Equipment by the

Trustee shall not be a bar to the recovery by the Trustee from the Company for rentals then or thereafter due and payable, and the Company shall be and remain liable for the same, until such sum shall have been realized as with the proceeds of the lease or sale of the Trust Equipment shall be sufficient for the discharge and payment in full of all the various items mentioned in subdivisions (a), (b), (c), (d), and (e) of Article First hereof, whether they shall have been matured or not.

In case the Trustee shall rightfully demand possession of the Trust Equipment in pursuance of this Lease, and shall reasonably designate a point or points upon the lines of railroad of the Company, or upon the railroad of any company a majority of whose capital stock is at the time directly or indirectly owned by the Company, for the delivery of the Trust Equipment to it, the Company will, at its own expense, forthwith and in the usual manner and at usual speed, cause the Trust Equipment to be drawn to such point or points on said railroads as shall be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee or at the option of the Trustee it may keep the Trust Equipment on any of the lines of railroad or premises of the Company until the Trustee shall have leased, sold or otherwise have disposed of the same, and for such purpose the Company agrees to furnish without charge for rent or storage the necessary tracks at any convenient point or points selected by the Trustee. The performance of the foregoing covenants is of the essence of the contract and upon application to any court of equity having jurisdiction in the premises the Trustee shall be entitled to a decree against the Company, requiring the specific performance thereof.

The remedies in this Lease and in said Agreement provided in favor of the Trustee and the holders of Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law, or in equity.

Eight. This lease shall be simultaneously executed in several counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

Bank of North America and Trust Company, Trustee, doth thereby constitute and appoint C.P. Lineaweaver to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Lease, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgement, to the intent that the same may be duly recorded.

Chicago, Milwaukee, St. Paul and Pacific Railroad Company doth hereby constitute and appoint R. J. Marony to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Lease, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

In witness whereof, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

BANK OF NORTH AMERICAN AND TRUST COMPANY,

Trustee,

by C. P. Lineaweaver

Vice-President (SEAL)

Attest: J. W. Mercur Jr.

Secretary.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

by R. J. Marony

Vice-President.

Attest: J. Welch (SEAL)

Assistant Secretary.

Signed, sealed and delivered by both parties in the presence of:

Gordon E. Youngman.

Frederick N. Edwards.

STATE OF NEW YORK,)
(ss.:
COUNTY OF NEW YORK,)

I, R. M. Sellwood, Jr, 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 hereditements in said County, do hereby certify that on this 11th day of July, 1928, 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, the within named C. P. Lineaweaver and J. W. Mercur, Jr. each to me personally known and known to me to be, respectively, a Vice-President and Secretary of Bank of North America and Trust 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 Vice-President and Secretary, respectively, in my presence and in the presence of the two witnesses who names are thereunto subscribed as such, and said C. P. Lineaweaver and J. W. Mercur, Jr, 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 said C. P. Lineaweaver resides in Haverford, in the State of Pennsylvania, and that said J. W. Mercur, Jr., resides in Wallingford, in the State of Pennsylvania; that said C. P. Lineaweaver is a Vice-President and said J. W. Mercur, Jr., is Secretary of Bank of North America and Trust Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said C. P. Lineaweaver, Vice-President, and J. W. Mercur, Jr., Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Secretary in behalf of said corporation by like ordor and authority; that they signed, sealed with the corporate seal, executed and delivered 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 that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the Same time before me, the subscriber, personally appeared C. P. Lineaweaver, named in the foregoing instrument attorney for Bank of North America and Trust Company, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said Bank of North America and Trust Company.

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 day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1930.

R. M. Sellwood, Jr.
Notary Public in and for the State of New York, County of New York.

(NOTARIAL SEAL)

Notary Public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-815
King Co. Clerk's No. 353, Reg. No. 588
Bronx Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties Commission expires March 30, 1930.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.:

I, R. M. Sellwood, Jr., 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 11th day of July 1928 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, the within named R. J. Marony J. Welch, each to me personally known and known to me to be, respectively a Vice-President and an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific 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 Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. J. Marony and J. Welch, 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 said R. J. Marony resides in New York City, in the State of New York, and that said J. Welch resides in Brooklyn, in the State of New York; that said R. J. Marony is a Vice-President and said J. Welch is an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said R. J. Marony, Vice-President, and J. Welch, Assistant Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as a Vice-President and an Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered 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 said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared R. J. Marony ,

named in the forgoing instrument attorney for Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

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.

My commission as such Notary Public expires March 30, 1930.

R. M. Sellwood, Jr.
Notary Public in and for the State of New York, County of New York.

(NOTARIAL SEAL)

Notary Public, New York County. N. Y. Co. Clerk's No. 728, Reg. No. 0-815. King Co. Clerk's No. 353, Reg. No. 588. Bronx Co. Clerk's No. 83, Reg. No. 3051B. Cert. also filed in Nassau & Dutchess Counties Commission expires March 30, 1930.

THIS AGREEMENT, dated July 2, 1928, by and between ANDREW S. HANNUM AND HARRY WELLS (hereinafter called the Vendors), of the first part, BANK OF NORTH AMERICA AND TRUST COMPANY(hereinafter called the Trustee), of the second part, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (hereinafter called the the company), of the third part, WITNESSETH as follows:

WHEREAS, Pullman Car & Manufacturing Corporatinn, a corporation of the State of Illinois, did by and under a certain Equipment Lease, dated April 30, 1927, agree to sell and deliver to H. E. Byram, Mark W. Potter and Edward J. Brundage, as Receivers of Chicago, Milwaukee and St. Paul Railway Company and their assigns (herein after called the Lessees) the Railroad equipment (hereinafter called the Trust Equipment) specifically described in the form of Lease from the Trustee to the Company prefixed to this Agreements, to which Lease reference is hereby made; it being provided in said Equipment Lease of April 30, 1927, that the purchase price of said railroad equipment be paid in cash in certain instalments, and that until such purchase price should be leased to the Lessees; and

WHEREAS, it is provided in said Equipment Lease that delivery to and acceptance of said railroad equipment, or any thereof, by the Lessees shall not vest in them any title thereto or right therein, other than as defined in said Equipment Lease and further that until payment by the lessees of the full purchase price as therein provided and until all the obligations of the lessees have been fully complied with and performed, the title to and ownership of the cars, or any of them, shall not pass to or vest in the Lessees but shall remain and be in Pullman Car & Manufacturing Corporation, and that the Lessees shall only have and be entitled to the possession and use of said cars; and

WHEREAS, the Company has succeeded said Receivers in the possession of the lines of railroad formerly of Chicago, Milwaukee and St. Paul Railway Company and under said Equipment Lease; and

WHEREAS, all said railroad equipment has been delivered to the Receivers, pursuant to said Equipment Lease, and in part payment of the purchase price of said Equipment, to-wit, $1,342,960, the Receivers or the Company have paid the sum of $117,176.31, leaving, as of the date hereof, an unpaid balance of the purchase price of said

railroad equipment of $1,232,783.69; and

WHEREAS, said Equipment Lease provides that it may be assigned, transferred and set over unto a Trustee under an Equipment Trust Agreement entered into by the Receivers, or any corporation succeeding the Receivers in possession of said lines of railroad, for the purpose of financing the unpaid balance of the purchase price of said railroad equipment; and

WHEREAS, said Pullman Car & Manufacturing Corporation has caused or will cause to be assigned, transferred and set over unto the above-named Vendors all its right, title and interest in and to said Equipment Lease and in and to the railroad equipment covered thereby, and said Vendors, in turn, have caused or will cause to be assigned, transferred and set over unto the Trustee of this Equipment Trust Agreement all their right, title and interest in and to said Equipment Lease and in and to the railroad equipment covered thereby, and said Pullman Car & Manufacturing Corporation and its assigns have executed and delivered or will execute and deliver a proper instrument for the discharge and release from record of said Equipment Lease; and

WHEREAS, subscriptions have been or are being secured to the amount of $871,000 to a fund to be known as The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series G, which said fund is to be furnished to the Vendors to be applied by them in part payment of the purchase price of said railroad equipment above referred to; and

WHEREAS, said Vendors desire to secure to the parties subscribing to said fund, or their assigns, the payment of the amount thereof in thirteen annual instalments, payable, respectively, on July 1 in each year, from July 1, 1929, to July 1, 1941, both inclusive, as hereinbefore more particularly provided, with dividends to said dates of maturity, respectively, at the rate of four and one-half per cent. per annum from July 1, 1928, payable semi-annually on January 1 and July 1 in each year; and to evidence the rights of the subscribers to said fund by Trust Certificates in substantially the form hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOW:

ARTICLE 1.

SECTION 1. The Vendors hereby agree to sell, assign, transfer and set over unto the Trustee, as trustee for the holders of the Trust Certificates hereinafter described, the Trust Equipment. The Trustee and the Company shall simultaneouly with the execution of this Agreement execute and deliver said Lease of all the Trust Equipment.

SECTION 2. The Trustee shall forthwith issue to the Vendors, or upon their order, for distribution to the several subscribers to said The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series G, certificates to be known as Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificates Series G, herein called the Trust Certificates, in the aggregate principal amount of $871,000, upon receipt from, or for the account of, the Vendors of a sum of money equal to the aggregate principal amount of said Equipment Trust Certificates so issued, and also upon receipt from the Company of the initial cash payment of $361,783.69 required to be made by it pursuant to subdivision (a) of Article First of said Lease. The sums of money so received by the Trustee shall be paid by it for account of the Vendors in discharging the unpaid balance of the purchase price of the Trust Equipment, said unpaid balance amounting, as hereinbefore recited, to the sum of $1,232,783.69, as of the date hereof, but only upon receipt by the Trustee of the assignments and other instruments hereinabove and in said Lease recited, together with opinion of counsel satisfactory to the Trustee (who may be counsel to the Company) that such assignments and other instruments are valid and effective,

either alone or in connection with any other instruments executed in connection therewith, to vest in the Trustee free from all liens and encumbrances, title to the Trust Equipment.

SECTION 3. The Trustee may cause to be deposited with such banks or bankers in the City of New York as may be designated by the Vendors and approved by the Chairman of the Board of Directors or the President or a Vice-President of the Company, and also approved by a Vice-president or the Secretary of the Trustee, any moneys received pursuant to the foregoing Section 2, or pursuant to subdivision (a) of Article First or Article Third of said Lease.

Any interest allowed by the Trustee or said banks or bankers upon any moneys so deposited shall belong to the Company and shall be paid to it by or upon the order of the Trustee so long as it shall not be in default hereunder or under said Lease. The certificates of the banks or bankers so designated, stating that they hold a stated amount subject to the order of the Trustee, shall be full protection to the Trustee for its action on the faith thereof. Said banks or bankers shall be fully protected in paying such moneys so deposited with them, and any such interest, to or upon the order of the Trustee, and shall be under no obligation to see to the application thereof in accordance with the provisions of this Agreement.

Until the receipt by the Trustee of the assignments and other instruments hereinabove and in said Lease recited with respect to the Trust Equipment, the Company will pay to the Trustee all moneys which it would be required by subdivisions (b), (c), (d) and (e) of Article First of the aforementioned Lease to pay to the Trustee (at the same times and in the same amounts and manner) if the Trust Certificates were issued against Trust Equipment actually delivered to the Trustee and leased by it to the Company, and such moneys so paid shall be treated and used in all respects as though they were rentals received under said Lease.

The cash deposited with or to the credit of the Trustee as above provided shall, until paid out by the Trustee as Herein provided, be held for the benefit of the holders of Trust Certificates.

SECTION4. Anthing in this Agreement contained to the Contrary notwithstanding the Aggregate principal amount of the Trust Certificates which shall be executed and delivered by the Trustee under this Agreement shall not exceed the sum of $871,000 at any one time outstanding (subject, however, to the provisions of Section 6 of Article 2 hereof).

ARTICLE 2.

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 amount at the rate of four and one-half per cent. per annum from July 1,1928, payable semi-annually on the first day of January and of July in each year. $67,000, principal amount, of the Trust Certificates shall become due and payable on July 1 in each year from 1929 to 1941, both inclusive.

The due date of each Trust Certificate shall appear upon its face. The Trust Certificates shall be numbered from 1 consecutively upward to 871, both inclusive.

Dividend warrants evidencing the right of the holders of the Trust Certificates to the dividends thereon, shall be annexed to the respective Trust Certificates. All dividends on the respective Trust Certificates shall cease after the principal thereof shall have become due.

SECTION 2. The Trust Certificates, the dividend warrants to be annexed thereto, and the garanty to be endorsed thereon by the Company as hereinafter in Article 3 provided,

shall be in substantially the following forms:

(FORM OF TRUST CERTIFICATE)

$1,000 No.

THE CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD EQUIPMENT TRUST
SERIES G.
SERIES LIMITED TO $871,000.

Dividend Rate Four and One-Half Per Cent. perannum, Payable January 1 and July 1.
Bank of North America and Trust Company, Philadelphia, Pa., Trustee.

DUE JULY 1, 19 .

BANK OF NORTH AMERICA AND TRUST COMPANY, TRUSTEE under an Agreement dated July 2, 1928, between Andrew S. Hannum and Harry Wells, Vendors, of the first part, bank of North America and Trust Company, Trustee, of the second part, and Chicago, Milwaukee, St. Paul and Pacifi Railroad Company, of the third part, hereby certifies that the bearer, or, if this certificate be registered, the registered owner hereof, is entitled to an interest of One Thousand Dollars in The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series G, payable on July 1, 19 , and to dividends thereon at the rate of four and one-half per cent. per annum from July 1, 1928, to said date of maturity, payable semi-annually on January 1 and July 1 in each year, but only upon presentation and surrender, as they severally mature, of the dividend warrants annexed hereto, both principal and dividends being payable at the agency of the Trustee in the Borough of Manhattan, in the City of New York, in gold coin of the United States of America, of or equal to the standard of weight and fineness existing July 1, 1928, but only from and out of rentals received from a certain Lease of railroad equipment made by Bank of North America and Trust Company, Trustee, to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, dated July 2, 1928.

This certificate is one of an issue of 871 certificates for $1,000 each, similar except as to dates of maturity, all issed or to be issued under said Agreement, under which said railroad equipment (or deposited cash in lieu thereof as provided in said Agreement) and said Lease thereof are held by the Trustee in trust for the equal benefit of the holders of the interests represented by said certificates, to which Agreement and Lease, filed with the Trustee at its office in the City of Philadelphia, Commonwealth of Pennsylvania, reference is made for a more complete statement of the rights of the holders hereof thereunder.

This certificate may be registered at the agency of the Trustee in the Borough of Manhattan, in the City of New York, in the name of the holder hereof, and such registration noted hereon by or on behalf of the Trustee. Thereafter title to the interest represented by the certificate shall pass only by transfer registered at said agency unless and until a transfer to bearer shall have been similarly registered and noted hereon. Such registration shall apply only to the principal of this certificate and not to the dividend warrants annexed hereto, which shall continue to be payable to bearer. Unless so registered, every holder hereof by accepting this certificate agrees that for all purposes the bearer hereof shall be treated as the absolute owner hereof.

In case of default in the performance or observance of any of the covenants of Chicago, Milwaukee, St. Paul and Pacific Railroad Company in said Agreement or lease contained, the principal amount represented by this certificate may become or be declared due and payable in the manner and with the effect therein provided.

IN WITNESS WHEREOF, the Trustee has caused this certificate to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed

affixed and to be attested by its Secretary or one of Its Assistant Secretaries, and dividend warrants bearing the facsimile signature of its Treasurer to be attached hereto, as of July 2, 1928.

BANK OF NORTH AMERICA AND TRUST COMPANY,
Trustee,
by
Vice-President.

Attest:

Assistant Secretary.

(FORM OF DIVIDEND WARRANT)

$22.50 No.

Due to the bearer hereof on 1, 19 , on surrender hereof at the agency of the undersigned Trustee in the Borough of Manhattan, in the City of New York, Twenty-two Dollars and Fifty Cents in gold coin of the United States of America of or equal to the standard of weight and fineness existing July 1, 1928, being the semi-annual dividend then due on Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust Certificate, Series G, No. , payable only out of rentals under the Lease referred to in said certificate.

BANK OF NORTH AMERICA AND TRUST COMPANY,
by
Treasurer.

(FORM OF GUARANTY)

Chicago, Milwaukee, St. Paul and Pacific Railroad Company, for a valuable consideration, hereby unconditionally guarantees to the holder or registered owner of the within certificate the prompt payment of One Thousand Dollars in gold coin of the United State of America of or equal to the standard of weight and fineness existing July 1, 1928, being the principal of said certificate, on the date specified in said certificate, or at the earlier maturity thereof by declaration or otherwise, and of dividends thereon at the rate of four and one-half per cent. per annum in like gold coin on the semi-annual dates mentioned in said certificate and in the dividend warrants thereunto attached.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,
by
Vice-President.

SECTION3. The Trust Certificates shall be signed in the name and on behalf of the Trustee by its President or one of its Vice-Presidents, and its corporate seal shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries. IN case any of the officers of the Trustee who shall have signed and sealed any of the Trust Certificates shall cease to be such officers of the Trustee before the Trust certificates so signed and sealed shall have been issued and delivered by the Trustee, such Trust Certificates shall be adopted by the Trustee and be issued and delivered as though the persons who signed and sealed such Trust Certificates had not ceased to be such officers of the Trustee. The dividend warrants to be there unto attached shall be authenticated by the facsimile signature of the present or any future Treasurer of the Trustee; the Trustee shall adopt and use for that purpose any such facsimile signature notwithstanding the fact that such Treasurer shall have ceased to be such Treasurer at the time when any such Trust Certificate shall be issued and delivered as herein provided. Before executing or delivering any Trust Certificates all matured dividend warrants thereto appertaining shall be cut off and cancelled and delivered by the trustee to the Company.

Section 4. Temporary printed Trust Certificates, with or without dividend warrants, in such form and denominations as the Trustee may determine, may be issued by the Trustee, having endorsed thereon said guaranty of the Company, which shall be exchangeable upon surrender for definitive Trust Certificates, having endorsed thereon said guaranty of the Company, when the same shall have been prepared. Each of such temporary Trust Certificates shall designate the date or dates of maturity of the definitive Trust Certificate or Certificates for which it is exchangeable, and until such exchange said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates, including the guaranty of payment by the Company.

SECTION 5. The Trust Certificates shall be negotiable and shall pass by delivery unless registered as to principal as hereinafter provided. Unless so registered every holder of a Trust Certificate, by accepting such certificate, agrees that for all purposes the holder thereof shall be treated as the absolute owner thereof.

Any of the definitive Trust Certificates may be registered in the name of the holder at the agency of the Trustee in the Borough of Manhattan, in the City of New York, and such registration shall be noted thereon by or on behalf of the Trustee. Thereafter no transfer thereof shall be valid unless made at said agency by the registered owner thereof, in person or by his duly authorized attorney, and similarly noted; but the same may be discharged from registration by being in like manner transferred to bearer and thereafter transferability by delivery shall be restored; and such Trust Certificates may again and from time to time be registered or transferred to bearer as before.

Such registration, however, shall not affect the dividend warrants, but every such dividend warrant shall continue to be transferable by delivery merely and shall remain payable to bearer.

Anything to the contrary herein notwithstanding, the parties hereto may deem and treat the bearer of any unregistered Trust Certificate and the bearer of any dividend warrant, as the absolute owner of such Trust Certificate or dividend warrant, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and shall not be affected by any notice to the contrary. The parties hereto may deem and treat and registered owner of any registered Trust Certificate as the absolute owner of such Trust Certificate for all purposes except payment of dividends, and shall not be affected by any notice to the contrary.

For any registration, transfer or discharge from registration, the Trustee at its option may, and if so requested by the Company shall, require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge connected therewith.

SECTION 6. In case any Trust Certificate, or the dividend warrants thereto attached, shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate (and the Company at the request of the Trustee shall execute its guaranty thereon), with all unmatured dividend warrants appertaining thereto, of like maturity, tenor and date, and bearing the same serial number as the one mutilated, defaced, lost, destroyed or stolen, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate and warrants, or in lieu of and substitution for the same if lost destroyed or stolen, and make payment of any matured dividend warrants appertaining to the same. The applicant for a new Trust Certificate shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, destruction or theft of such Trust Certificate or warrants alleged to have been lost, destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Trust Certificate and warrants, and

also such security or indemnity as may be required by the Trustee and by the Company in their discretion; and shall pay all expenses and charges of such substitution or exchange. All Trust Certificates are held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or stolen Trust Certificates and warrants and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

ARTICLE 3.

SECTION 1. The Company hereby accepts and becomes bound by all the terms of this Agreement, and hereby covenants and agrees to make payment of the reasonable expenses of the Trustee, and of any and all taxes, assessments and other governmental charges herein mentioned for which the Trustee may be liable.

SECTION 2. The Company covenants, agrees and guaratees that the holder or registered owner of each of the Trust Certificates shall receive the sum of One Thousand Dollars, or, in the case of temporary certificates, the principal amount therein expressed to be payable, in gold coin of the United States of America of or equal to the standard of weight and fineness July 1, 1928, on the date specified in such certificate or on the earlier maturity thereof by declaration or otherwise, and shall receive dividends thereon in like gold coin at the rate of four and one-half per cent. per annum, from July 1, 1928, to the date of maturity of such certificate, at the times and place and otherwise as expressed in the Trust Certificates and in the dividend warrants thereto attached; and the Company further covenants and agrees to endorse upon each of the Trust Certificates, at or before the issue and delivery thereof by the Trustee, its guaranty of the prompt payment of the principal thereof and of the dividends thereon, in substantially the form in Section 2 of Article 2 hereof provided. Said guaranty so endorsed shall be signed in the name and on behalf of the company by its Chairman of the Board of Directors or its President or one of its Vice-Presidents. In case any of the officers of the Company who shall have signed such guaranty shall cease to be such officers of the Company before the Trust Certificates shall have been actually issued and delivered by the Trustee, such guaranty shall nevertheless be as effective and binding upon the Company as though the persons who signed such guaranty had not ceased to be such officers of the Company.

SECTION 3. The Company covenants and agrees that it will pay or cause to be paid or discharged, or make adequate provision for the satisfaction or discharge of, any claim which, if unpaid, might become a lien or charge upon or against any of the Trust Equipment, except upon the leasehold interest of the Company therein; but this provision shall not require the payment of any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, unless thereby, in the judgment of the Trustee, the rights or interest of the holders of Trust Certificates may be materially endangered.

SECTION 4. The Company covenants and agrees to pay the expenses incident to the preparation and execution of the Trust Certificates and dividend warrants, including any temporary Trust Certificates to be issued hereunder, and the expenses connected with the preparation, execution, recording, registration and filing hereof or of said Lease and of any instruments executed under the provisions hereof or of said Lease in respect of the Trust Equipment or Lease, or any equipment or parts used to replace any of the same. The Company with all convenient speed will cause this Agreement and said Lease and all supplemental leases and agreements which may be executed under the terms of this Agreement or of said Lease, to be duly filed and recorded in all states wherein are situated railroad lines owned or operated by the Company or over which the Company has trackage rights

and in all states where any of the Trust Equipment shall be delivered and otherwise as may be required by law, so that this Agreement and said Lease and all said other instruments may at all times be duly filed and recorded.

SECTION 5. The company covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and said Lease and the intent thereof.

ARTICLE 4.

SECTION 1. In order to prevent any accumulation of Trust Certificates or of dividend warrants after maturity, neither the Trustee nor the Company shall directly or indirectly extend or assent to the extension of the time for the payment of any Trust Certificate or dividend warrant, but the same shall be paid and cancelled at maturity, and no Trust Certificate or dividend warrant in substitution therefor shall be issued; and neither the Trustee nor the Company shall directly or indirectly be a party to or approve of any arrangement for purchasing or funding any of said Trust Certificates or dividend warrants, or for an advance or loan upon the same, at or after maturity. In case the time for payment of any Trust Certificate or dividend warrant shall be so extended, whether or not such extension be by or with the consent of the Trustee or the Company, or in case, at or after maturity, any Trust Certificates or dividend warrants shall be purchased or funded, or an advance or loan upon the same shall be made, by or on behalf of the Trustee or the Company or pursuant to any arrangement requested or approved by either of them or to which either of them shall be a party or made with the privity of the Trustee or the Company, such Trust Certificates and dividend warrants shall not be entitled to the benefit of said Lease or of this Agreement, except subject to the prior payment in full of the principal of all other Trust Certificates and dividend warrants whether the same be then matured or unmatured.

SECTION 2. In case one or more of the events of default described in Article Seventh of said Lease shall happen, the Trustee in its discretion may, and at the request of the holders of a majority in principal amount of the Trust Certificates then outstanding shall, declare the principal of all of said Trust Certificates to be due and payable, and thereupon the same shall become and be immediately due and payable. In any such case the Trustee may retake possession of the Trust Equipment or any part thereof and may either hold or lease the same or any part thereof, or dispose of the same or any part thereof in such manner (so far as may be necessary to perform the trusts hereunder) at public or private sale, for cash or upon credit, or partly for cash and partly upon the credit, as the Trustee may deem most beneficial the interest of the holders of said Trust Certificates. In case one or more of said events of default shall happen (whether the principal of the Trust Certificates shall have been declared due and payable or not), then upon the written request of the holders of not less than twenty-five per cent. in principal amount of the Trust Certificates at the time outstanding, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all steps for the protection and enforcement of its rights and the rights of the holders of the Trust Cretificates, and to exercise one or more of the powers of entry, sale and lease in said Lease conferred, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee being advised by counsel shall deem most expedient in the interest of the holders of the Trust Certificates; but, anything in this Agreement to the contrary notwithstanding upon proper indemnity to the Trustee, the holders of a majority in amount of the Trust Certificates then outstanding, from time to time, shall have the right to direct and to control the proceedings for any

enforcement of said Lease and this Agreement and the sale or lease of the Trust Equipment. The proceeds of such lease or sale shall be applied by the Trustee to the payment, after deducting the expenses of the trust and any and all taxes, assessments and other governmental charges which the Trustee may by law be required to pay in respect of the trust or the Trust Cretificates aforesaid or the dividends thereon:

(1) of the dividend warrants then due with interest on any overdue dividends at the rate of four and one-half per cent. per annum; and

(2) of the principal of all said outstanding Trust Certificates with interest thereon at the rate of four and one-half per cent. per annum from the last preceding dividend date, whether said Certificates or any of them shall then have matured by their terms or not;

all of said payments to be in full, if said proceeds shall be sufficient, and if not, than pro rata, without preference of principal over dividends, or of dividends over principal, or otherwise (subject, however, to Section 1 of this Article 4), and without regard to the dates of maturity thereof.

The foregoing provisions, however, are subject to the condition that if at any time after the principal of the Trust Certificates shall have been declared and have become due and payable, as hereinbefore provided, but before July 1, 1941, all arrears of rental (with interest upon any overdue instalment at the rate of four and one-half per cent. per annum), the expenses of the Trustee and all other sums which shall have become due and payable by the Company hereunder or under said Lease (other than the principal of Trust Certificates and rental instalments which shall not at the time have matured according to their terms) shall be paid by the Company before any taking possession, withdrawal, sale or lease by the Trustee of any of the Trust Equipment, and every other default in the observance or performance of any covenant or condition of this Agreement or said Lease shall be made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor then and in every such case the Trustee, if so requested by the holders of a majority in principal amount of the Trust Certificates then outstanding and which shall not have then matured according to their terms, shall, by written notice to the Company, waive the default by reason of which the principal of the Trust Certificates shall have been declared and become due and the consequences of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Neither such retaking possession nor any withdrawal or lease or sale of the Trust Equipment by the Trustee, nor any action or failure or omission to act, against the Company or in respect to the Trust Equipment, on the part of the Trustee or on the part of any holder of any Trust Certificate or dividend warrant, or any delay or indulgence granted to the Company by the Trustee or any such holder, shall affect the obligations of the Company under this Agreement or under said Lease or under its guaranty. The Company waives presentation and demand in respect to any of the Trust Certificates and dividend warrants and waives notice of presentation, of demand and of any default in the payment of the principal of, or dividends upon, the Trust Certificates.

ARTICLE 5.

SECTION 1. The Trustee hereby covenants and agrees to perform, and, so far as possible, to enforce the performance of, all and singular the terms, conditions and covenants of said Lease, including the marking of the Trust Equipment.

SECTION 2. The Trustee covenants and agrees to apply and distribute the rentals received by it under subdivisions (b), (c), (d) and (e) of Article First of said Lease,

when and as the same shall be received, for the following purposes, to wit:

(a) to the payment of the necessary and reasonable expenses of the trust including all expenses connected with the Trust Equipment and said Lease thereof;

(b) to the payment of any and all taxes, assessments and other governmental charges upon the income or property of the trust, or the agreements evidencing the same, which the Trustee may be required to pay;

(c) to the payment of the dividends on the Trust Certificates when and as the same shall become payable; and

(d) to the payment of the principal of the Trust Certificates when and as the same shall become payable according to the terms thereof or hereof.

SECTION 3. The Trustee shall cause to be kept, at an agency in the Borough of Manhattan, in the City of New York, books for the registration and transfer of the Trust Certificates and upon presentation for such purposes the Trustee will register or cause to be registered as hereinbefore provided, and under such reasonable regulations as may be prescribed, any of the Trust Certificates. The Trustee, at all times until the payment of the principal of all the Trust Certificates, shall keep an agency in the Borough of Manhattan, in the City of New York, where the Trust Certificates and dividend warrants may be presented for payment. Such agency may be the office of the Company in the Borouth of Manhattan, in the City of New York.

SECTION 4. The Trustee assumes no liability for anything other than its own wilful or gross neglect. It shall be required to undertake no act or duty in the way of taking care of or taking possession of the Trust Equipment until fully secured against all liability. No duty of insurance or of repair or of protection of any of the trust property is incumbent upon it, nor shall it be responsible for the filing or recording of this Agreement or of said Lease, and the Trustee may issue and deliver Trust Certificates in advance of such filing or recording.

SECTION 5. The Trustee shall be under no obligation to take any action for the execution or enforcement of any of the trusts hereby created unless requested thereunto in writing by the holders of not less than twenty-five per cent. in principal amount of the then outstanding Trust Certificates and upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with proof satisfactory to it as to the ownership of the Trust Certificates and warrants in respect of which any notice or request may be made; but neither any such request nor this provision therefor shall affect any discretion herein elsewhere specifically given to the Trustee to determine what action it shall take in respect of any such default, or to take action without request.

SECTION 6. No holder of any Trust Certificate or dividend warrant issued hereunder shall have any right to institute any suit, action or proceeding for the execution and enforcement of the trusts hereby created unless, after the aforesaid request in writing by the holders of not less than twenty-five per cent. in principal amount of the then outstanding Trust Certificates shall have been made upon the Trustee, indemnity satisfactory to it provided, and a reasonable time elapsed for action by the Trustee upon such request, it shall decline to institute any proceedings pursuant thereto. Neither the provisions of this section nor the provisions of Section 5 of this Article shall affect or limit in any way the obligations of the Company or the rights of holders of Trust Certificates under said guaranty.

SECTION 7. The Trustee may, for all purposes, conclusively assume that the Company is not in default under the terms hereof until notified in writing to the contrary by the holders of not less than ten per cent. in principal amount of the Trust Certificates then

outstanding, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

SECTION 8. The Trustee shall not incur any liability to anybody in acting upon any notice, consent, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic, and to be signed by the proper party or parties and deemed by it to be sufficient.

SECTION 9. The Trustee will allow interest upon all money received by it under the provisions of this Agreement or of said Lease, at the rate generally prevailing among philadelphia trust companies or allowed by it upon deposits of a similar character.

SECTION 10. The Trustee shall, at least once in each year, render to the Company a statement of its said trust and of the accounts relating thereto, and covering such matters as the Company may properly require, and the Vendors and the Company or either of them, may from time to time examine the books and accounts of the Trustee relating to the Trust Certificates and said Lease, to this Agreement and to the acts of the Trustee hereunder.

SECTION 11. The Trustee may resign and be discharged from the trusts created by this Agreement by giving to the Company and to the holders of the Trust Certificates then outstanding notice in writing of such resignation, specifying a date when such resignation shall take effect. Such notice may be given to the holders of the Trust Certificates by publication of the notice at least once in each of three successive calendar weeks prior to the date specified in such notice in a newspaper published in the Borough of Manhattan, in the City of New York, and in newspaper published in the City of Philadelphia, Pennsylvania. Such resignation shall take effect on the date specified in such notice (which date shall not be less than thirty days after the giving or first publication of such notice), unless previously a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any trustee hereunder may be removed at any time by an instrument in writing filed with the Trustee and executed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

SECTION 12. In case at any time the Trustee shall resign or shall be removed or otherwise shall become incapable of acting a successor may be appointed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding, by an instrument or concurrent instruments signed by such Certificate holders or their attorneys in fact duly authorized; but until a new trustee shall be appointed by said Certificate holders as authorized, the Company, by an instrument executed under its corporate seal, may appoint a trustee to fill such vacancy. Every such successor trustee, whether appointed by the Certificate holders or by the Company, shall always be a trust company or bank having power so to act and organized under the Laws of the United States of America, the Commonwealth of Pennsylvania or the State of New York and having an office either in the City of Philadelphia or in the Borough of Manhattan, in the City of New York, and having a capital and surplus aggregating at least five million dollars. After any such appointment by the Company, it shall cause notice of such appointment to be published once a week in each of four successive weeks in a newspaper published in the Borough of Manhattan, in the City of New York, and in a newspaper published in the City of Philadelphia; Pennsylvania; but any new trustees so appointed by the Company shall immediately, and without further act, be superseded by a trustee appointed in the manner above provided, by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Company an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act , deed or conveyance, shall become vested with title to the trust estate, and with all the rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein, and the trustee ceasing to act shall, on the written request of such successor trustee, assign and transfer the trust estate or cause the trust estate to be assigned and transferred to the successor trustee, and shall be entitled to the payment of its charges and expenses theretofore incurred. Upon request of such successor trustee, the Company shall execute and deliver such instruments of further assurance as may reasonably be required for more fully and certainly vesting in and confirming to such successor trustee all the right, title and interest of the predecessor trustee in and to the trust estate and such rights, powers trusts, duties and obligations. All instruments herein provided for shall be at the cost of the Company.

Any corporation resulting from any merger of consolidation to which the Trustee, or any successor to it, shall be a party, provided such corporation shall be a corporation having power so to act, and organized under the laws of the United States of America, the Commonwealth of Pennsylvania or the State of New York and shall do business in the City of Philadelphia, Pennsylvania, or in the Borough of Manhattan, in the City of New York, and have a capital and surplus aggregating at least five million dollars, shall be the successor trustee under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE 6.

No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty of the Company respecting any Trust Certificate or dividend warrant issued hereunder, shall be had against any stockholder, officer or director of the Company, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement, said Lease and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, or any of them, under or by reason of any of the obligations, covenants or Agreements contained in this Agreement, said Lease or in the guaranty of the Company respecting any of the Trust Certificates or dividend warrants issued hereunder, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and the issue of such Trust Certificates and dividend warrants.

ARTICLE 7.

Any request or other instrument required by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such Certificate holders in person, or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose of this Agreement, and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument, if made in the following manner, viz:

(a) the fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the certificate of any notary public

or of any other officer authorized to take either within or without the Commonwealth of Pennsylvania or the State of New York, acknowledgments of deeds to be recorded in either of said States, or in the State where the acknowledgment may be taken, certifying that the persons signing such request or other instrument acknowledged to him the execution thereof; or by the affidavit of a witness to such execution;

(b) the amount of Trust Certificates held by any person executing any such request or other instrument as a Certificate holder, and the serial numbers of the Trust Certificates held by such person and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depositary wheresoever situated whose certificate shall be deemed by the Trustee to be satisfactory, showing that, at the date therein mentioned, such person had on deposit with such depositary, or exhibited to such depositary, the Trust Certificates numbered and described in such certificate. The Trustee may assume the continuance of any such deposit unless and until it receives proof satisfactory to it to the contrary.

ARTICLE 8.

At the termination of said Lease, any moneys remaining in the hands of the Trustee, after paying the principal of and dividends upon the Trust Certificates, and the expenses of the Trustee, including its reasonable compensation, shall be paid to the Company.

ARTICLE 9.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer on, or to give to, any person, firm or corporation other than the parties hereto and the holders of the Trust Certificates and appurtenant dividend warrants, any right, remedy or claim, under or by reason of this Agreement, or of any term, covenant or conditim thereof and hereof, and all of the terms, covenants, conditions, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

ARTICLE 10.

The term "Trustee" as used herein and in said Lease shall be held and construed to mean Bank of North America and Trust Company, its successors and assigns; the word "Company" herein, to mean and include the party of the third part, its successors and assigns, and the words "Certificate holder" and "holder" shall include the plural as well as the singular number and shall include, unless the context indicates another meaning, the registered owner of any Trust Certificate. The term "Trust Equipment" wherever used herein or in said Lease, unless otherwise indicated by the context, is intended to include all railroad equipment at any time covered by said Lease or any supplemental lease or this Agreement or required or intended so to be.

In case of the death or inability to act of either of the Vendors, the other Vendor shall have and discharge all of the powers of the Vendors. In case of the death or inability to act of both of the Vendors, the Trustee shall receive and distribute or pay for the account of the original Vendors, to the parties entitled to receive the same from the original Vendors, all Trust Certificates issuable or moneys payable to the original Vendors by the Trustee hereunder. Any action taken by either of the Vendors shall have the same force and effect as if taken by both of them.

Whenever, under the provisions hereof, it is necessary or proper for any notice or demand to be made to or upon the Company, or, if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given or made to the

Company, by depositing a written statement thereof, securely enclosed in a post-paid wrapper, in the United States mail, registed and directed to the Company at New York City, New York, and an affidavit by any person representing or acting on behalf of the Trustee as to such mailing having the registry receipt or certificate attached shall be conclusive evidence of the giving of such notice and the making of such demand.

This Agreement shall be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

Bank of North America and Trust Company doth hereby constitute and appoint C. P. Lineaweaver to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Agreement, before any person having authority by the Laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

Chicago, Milwaukee, St. Paul and Pacific Railroad Company doth hereby constitute and appoint R. J. Marony to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Agreement, before any person having authority by the laws of theCommonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals, and the parties of the second and thirdparts have caused their respective corporate names to be signed hereto by their respective officersthereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

Andrew S. Hannum (L. S.)

Harry Wells (L. S.)

BANK OF NORTH AMERICA AND TRUST COMPANY,

by C. P. Lineaweaver

Vice-President.

(SEAL)

Attest:

J. W. Mercur Jr.

Secretary.

CHICAGO,MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

by R. J. Marony

Vice-President.

Attest:

J. Welch

Assistant Secretary.

Signed, sealed and delivered by
all the parties in the presence
of:

Gordon E. Youngman (SEAL)

Frederick N. Edwards.

STATE OF NEW YORK,)
)ss.:
COUNTY OF NEW YORK)

I, R. M. Sellwood, Jr., 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 the 11th day of July, 1928, 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, the within named Andrew S. Hannum and Harry Wells, to me personally known and known to me to be the individuals described in and the identical persons who subscribed their names to and who exceuted the within and foregoing instrument in writing in may presence as parties of the first part thereto and in the presence of the two witnesses who names are thereunto subscribed as such, and said Andrew S. Hannum and Harry Wells severally duly acknowledge to me in the presence of said witnesses that they signed, sealed, executed and delivered said instrument as their 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.

My commission as such Notary Public expires March 30, 1930.

R. M. Sellwood, Jr.
Notary Public in and for the State
of New York, County of New York.

(NOTARIAL SEAL)

Notary Public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-815
King Co. Clerk's No. 353, Reg. No. 588
Bronx Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties
Commission expires March 30, 1930.

STATE OF NEW YORK,)
)SS.:
COUNTY OF NEW YORK)

I, R. M. Sellwood, Jr., 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 11th day of July, 1928, 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, the within named C. P. Lineaweaver and J. W. Mercur, Jr. each to me personally known and known to me to be, respectively, a Vice-President and Secretary of Bank of North America and Trust 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 Vice-President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said C. P. Lineaweaver and J. W. Mercur, Jr., 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 said C. P. Lineaweaver resides in Haverford, in the State of Pennsylvania, and that said J. W. Mercur, Jr. resides in Wallingford, in the State of Pennsylvania; that said C. P. Lineaweaver is a Vice-President and said J. W. Mercur, Jr., is Secretary of Bank of North America and Trust Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said C. P. Lineaweaver, Vice-President, and J. W. Mercur, Jr., Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered 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 that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared C. P. Lineaweaver, named in the foregoing instrument attorney for Bank of North America and Trust Company, and by virtue and in pursuance of the authority therein confered upon him, acknowledged said instrument to be the act of said Bank of North America and Trust Company.

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.

My commission as such Notary Public expires March 30, 1930.

R. M. Sellwood, Jr.
Notary Public in and for the State
of New York, County of New York.

(NOTARIAL SEAL)

Notary Public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-815
King Co. Clerk's No. 353, Reg. No. 588
Bronx Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties
Commission expires Mark 30, 1930.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS.:

I, R. M. Sellwood, Jr., 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 11th day of July, 1928, 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, the within named R. J. Marony and J. Welch, each to me personally known and known to me to be, respectively, a Vice-President and an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific 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 Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. J. Marony and J. Welch, 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 said R. J. Marony resides in New York City, in the State of New York, and that said J. Welch resides in Brooklyn, in the State of New York; that said R. J. Marony is a Vice-President and said J. Welch is an Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, one of the Corporations described in and which executed the within and foregoing instrument in writing; that they, said R. J. Marony, Vice-President, and J. Welch, Assistant Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as a Vice-President and an Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered 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 said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared R. J. Marony, named in the foregoing instrument attorney for Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

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.

My commission as such Notary Public expires March 30, 1930.

R. M. Sellwood, Jr.
Notary Public in and for the State
of New York, County of New York.

(NOTARIAL SEAL)

Notary Public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-815
King Co. Clerk's No. 353, Reg. No. 588
Bronx Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties
Commission expires March 30, 1930.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS.:

I do hereby certify that the United States Internal Revenue Stamps required by law have been affixed to one of the original counterparts of the within Agreement and cancelled.

R. M. Sellwood, Jr.
Notary Public, New York County
N. Y. Co. Clerk's No. 728, Reg. No. 0-815
King Co. Clerk's No. 353, Reg. No. 588
Bronix Co. Clerk's No. 83, Reg. No. 3051B
Cert. also filed in Nassau & Dutchess Counties
Commission expires March 30, 1930.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 31st day of July A. D. 1928 at 11 o'clock A.M. and recorded in Vol. 27 of R. R. Mtgs. Etc. on pages 273-299 incl.
Theodore Dammann.
Assistant Secretary of State

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Indexed 100-a

Executed in 7 counterparts of which this is counterpart No. 2.

JOHN D. CALDWELL, CHARLES JENSCH,
CHARLES P. NASH AND W. H. THORN,
Vendors
THE FARMERS' LOAN AND TRUST COMPANY,
Trustee
and
CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA
RAILWAY COMPANY

A G R E E M E N T

Chicago, Saint Paul, Minneapolis and Omaha Railway
Company Equipment Trust of 1928

THIS AGREEMENT, made this 28th day of September, in the year 1928, by and between JOHN D. CALDWELL, CHARLES JENSCH, CHARLES P. NASH and W. H. THORN, hereinafter called "the Vendors," of the first part, THE FARMERS' LOAN AND TRUST COMPANY, hereinafter called "the Trustee," of the second part, and the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, hereinafter called "the Railway Company," of the third part,

Witnesseth:

WHEREAS, the Railway Company desires that additions to its equipment be provided to enable it to transport and care for the traffic which it handles as common carrier, and it has been deemed expedient to make provision therefor through the medium of an equipment trust;

NOW, THEREFORE, in order to carry that purpose into effect, and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

First.

Upon request of the President of said Railway Company, the Vendors will, from time to time, cause to be built or acquired and delivered to the Trustee such equipment as may be specified in such requests. Such delivery may be made to any one or more officers or agents of said Railway Company as may be from time to time designated by the Trustee as its agent or agents to receive such delivery, and the certificates of any and every agent so designated shall be conclusive evidence of such delivery.

The Trustee will from time to time upon so receiving such equipment and upon the execution of leases thereof as herein provided, issue certificates, to be known as "Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1928, Certificate No.___, Series ___, dated _____," to an amount not to exceed seventy-five per cent (75%) of the cost of the equipment so delivered to it; such cost to be conclusively established by the certificate in writing of the Vendors, which certificate shall state that the Trustee's title to such equipment is perfect and unencumbered, and shall be accompanied by bills of sale to the Trustee.

The Trustee will also, from time to time, upon deposit by the Vendors with it, or its credit as Trustee hereunder, with such banks, bankers or trust companies as may be

designated by the Vendors and approved by the President or a Vice President of the Trustee, of cash in amounts not less than $100,000 at any one time, issue and deliver to the Vendors certificates hereunder for the full amount of such deposit; and upon the transfer and delivery of equipment from time to time to the Trustee and the leasing thereof to the Railway Company as herein provided, the Trustee will repay or cause to be repaid to the Vendors the sums thus deposited, in the proportion of seventy-five per cent (75%) of the cost of such equipment so delivered to it; such cost to be conclusively established by the certificate in writing of the Vendors as above provided. As to such certificates so issued against deposits of cash, the Railway Company will pay to the Trustee all moneys which it would be required to pay under the terms of the lease provided for in Section Second hereof, at the same times and in the same amounts and manner as if such certificates were issued against a proportionate amount of equipment which had already been delivered to the Trustee and leased by it to the Railway Company; and such moneys so paid shall be treated and used in all respects as though they were rents received under leases. The Trustee will allow such interest upon the moneys deposited with it, until it is required to pay out such moneys in conformity herewith, as during that time the Trustee allows to its general depositors.

The total of such trust certificates shall not exceed Five Million Dollars ($5,000,000); they shall be entitled to interest at a rate not exceeding six per cent (6%) per annum, payable semi-annually, and shall be for the amount of One Thousand Dollars each, except as hereinafter provided. Said certificates may be issued in series, as such equipment shall be acquired or cash deposited, and each series shall be classified and designated by the year of its issue and a serial number or letter; they shall be separately numbered, and certificates to the amount of one-fifteenth of each series shall be due and payable at the expiration of each year succeeding the date of such series, so that each series of said certificates shall be fully paid in fifteen years after its issue. The due date of each certificate shall appear on its face. They shall be issued in substantially the following form, the number of the series to which each certificate belongs, the number of the certificate, the date of payment and rate of interest to be filled in as aforesaid;

Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1928.

Certificate No. _____ Series _____ Dated _____

Total Authorized under Trust, $5,000,000.

Total Issue of said Series _____

Certificate for $1,000.

The Farmers' Loan and Trust Company, Trustee.

This is to certify that the Bearer hereof, unless this certificate be registered as hereinafter provided for, and if so registered, then the registered holder hereof, is entitled to a share to the amount of $1,000 in the Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1928, of said Series_____, payable in gold coin on the _____day of _____, 19__; also to the interest thereon, payable semi-annually on the first days of _____and _____ in each year, in gold coin, at the rate of _____ per cent per annum from the first day of _____, as evidenced by the interest warrants attached hereto, payment to be made at the office of The Farmers' Loan and Trust Company, in the City of New York, only from and out of rentals received from a lease of railway equipment by the said The Farmers' Loan and Trust Company, Trustee, to the Chicago, Saint Paul, Minneapolis and Omaha Railway Company

(or from and out of moneys received by the Trustee as otherwise provided in the agreement hereinafter mentioned), in and by which lease said Railway Company agrees to maintain said equipment and pay as rental therefor an amount sufficient to meet taxes, expenses, interest warrants, and the principal of said certificates of this series as they mature, according to their terms. The said railway equipment and the lease thereof are held by the said Trust Company in trust for the proportionate benefit of the holders of the share represented hereby and other shares of similar tenor and belonging to this same series, without preference or priority of any one share over any other share by reason of priority of issue or negotiation thereof. The series of certificates of which this is one, is issued under and held subject to the provisions of an agreement dated _____, entered into by and between John D. Caldwell, Charles Jensch, Charles P. Nash and W. H. Thorn, of the first part, The Farmers' Loan and Trust Company, of the second part, and the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, of the Third part, for the establishment of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1928. Said agreement and the lease of equipment therein provided for are on file with The Farmers' Loan and Trust Company, and reference is hereby made to them for a full statement of the rights and obligations of the Railway Company, the duties of the undersigned, the rights of holders of the certificates, and the provisions in said agreement dated _____, 1928, in respect of the deposit with the Trustee or with banking depositaries to its credit of moneys applicable toward the payment of the cost of the said equipment pending its construction and delivery to the Trustee.

This certificate may be registered on the books of said The Farmers' Loan and Trust Company in the name of the holder hereof, and such registration shall be noted hereon. Thereafter title hereto shall pass only by transfer registered on the books of the said The Farmers' Loan and Trust Company, unless and until a transfer to bearer shall have been so noted and registered thereon. Such registration shall apply only to the principal of this certificate and not to its interest warrants.

Neither this certificate nor the interest warrants pertaining thereto shall be deemed in anywise the obligation, or the promise to pay, of the said Trustee.

THE FARMERS' LOAN AND TRUST COMPANY,

TRUSTEE,

By _____

President.

The interest warrants attached to said trust certificates shall read as follows:

Due to Bearer under the Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1928, Series _____, on the 1st day of _____, at the office of The Farmers' Loan and Trust Company, in the City of New York, payable only out of rentals on lease of railway equipment, _____ Dollars, being semi-annual interest on one share of Series _____, Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1928, evidenced by certificate No. _____, subject to all the conditions stated in the agreement of _____ 1928, and the certificates issued thereunder pertaining hereto.

THE FARMERS' LOAN AND TRUST COMPANY,

Trustee,

By _____

The signature of the President or other officer of the Trustee may be engraved or printed on said warrants. Temporary certificates may be issued by the Trustee to be exchanged upon surrender for permanent certificates when they shall have been engraved.

Upon the surrender of any certificate or certificates, with all unmatured interest warrants attached, the Trustee will issue, in exchange therefor, registered certificates without interest warrants, payable, both as to principal and interest, to the registered holder thereof only. Such certificates shall be in substantially the form of the certificates, bearing interest warrants, above described, and shall be in denominations of One Thousand, Five Thousand, Ten Thousand or Fifty Thousand Dollars, respectively, and the registered holders shall be entitled to the benefits of this agreement to the same effect as if such certificates bore interest warrants, except that interest payable thereon shall be paid to the registered holders only and without the surrender of interest warrants. Any reference herein and in the leases herein provided for to interest warrants shall be construed as including the provisions contained in such registered certificates with reference to interest thereon.

The said trust certificates with interest warrants attached, or any of them, may be registered in the name of the owner on the books of the Trustee, in the City of New York, which said registration shall be noted thereon, after which every transfer thereof shall be valid only when made on said books until so transferred again to bearer, but may again and from time to time be registered as before. The interest warrants shall always be transferable by delivery.

Anything to the contrary herein notwithstanding, the parties hereto may deem and treat the bearer of any unregistered certificate issued hereunder, and the bearer of any interest warrant, as the absolute owner of such certificate or interest warrant, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and shall be affected in nowise by any notice to the contrary. The parties hereto may deem and treat the person in whose name any registered certificate issued hereunder shall be registered, as hereinbefore provided, as the absolute owner of such trust certificate for the purpose of receiving payment of or on account of the share or shares represented by such certificate, and for all other purposes, and all such payments so made to any such registered holder, or upon his order, shall be valid and effectual to satisfy and discharge the liability upon such trust certificate to the extent of the sum or sums so paid.

Each series of said certificates shall be secured by certain specified equipment acquired by the Vendors, delivered to the Trustee and leased to the Railway Company, or by cash deposited with the Trustee or to its credit, at the time of the issuance of such series, as hereinabove provided. The amount of each series of said certificates to be thus issued shall not exceed seventy-five per cent (75%) of the cost of the specific equipment that shall have been thus acquired nor the full amount of cash so deposited, and upon the transfer and delivery to it from time to time, in the manner above provided, of such specified railway equipment, accompanied by a certificate signed by the Vendors, that the title of said Trustee thereto is perfect and unencumbered, or upon deposit of cash as aforesaid, the Trustee shall deliver to the Vendors, or to such persons or corporations as they may designate, the series of said certificates applicable thereto.

Second.

The Railway Company agrees that, in addition to the payments hereinafter provided for, it will from time to time assume and pay that proportion of the cost of the equipment acquired hereunder not provided for by the issuance or sale of said certificates.

The Railway Company agrees that it will from time to time, as such equipment shall be acquired and transferred and delivered to the Trustee, lease from the Trustee the said equipment so conveyed or caused to be conveyed to the Trustee by the Vendors. Each lease shall be for a term of fifteen (15) years, and shall be of the specific equipment represented by a single series of said certificates, and shall be designated by the series of said certificates representing the equipment covered thereby. In and by every such lease the Railway Company shall agree that said lease is in all things subject hereto, and that it will pay to the Trustee a rent which shall be sufficient to pay and discharge the following items:

(1) The necessary expenses of the trust connected with the said series, including a reasonable compensation to the Trustee;

(2) All taxes, assessments, licenses and dues, federal, state and municipal, which may be levied upon or assessed against the equipment covered by the lease or against the Trustee on account thereof;

(3) Interest on all outstanding and unmatured certificates of the series, which shall be issued as aforesaid at the time of the conveyance to the Trustee of the tolling stock or equipment thereby let, at a rate not exceeding six per cent per annum, payable semi-annually, as hereinabove provided, as such interest payments severally fall due; and

(4) An annual sum equal to one-fifteenth of the principal of the series of said certificates issued on account of the equipment covered by said lease.

The Trustee shall apply the rentals by it received to the payment of said expenses, taxes, interest warrants, interest payments and certificates as they shall respectively become due.

Every such lease shall provide that the Railway Company shall maintain the equipment covered thereby in proper repair during the term of the lease, and shall replace any of it which may be destroyed from any cause whatever during the continuance of the lease with other equipment of equal value, and shall cause to be fixed and retained upon each side of each of the cars, engines, and other structures forming a part of said equipment, during the continuance of said lease, a plate, mark or insignia of ownership having thereon the words, "The Farmers' Loan and Trust Company, of New York, Trustee, Owner and Lessor, C., St. P., M. & O. Ry. Co. Equipment Trust of 1928, Series _____ _____."

The Railway Company, lessee as aforesaid, shall further covenant properly to indemnify and protect the Trustee in the use of any and all patented inventions employed in and about the said equipment, and to comply with all lawful requirements as to the use of air brakes and other appliances with respect to the leased equipment, and to furnish to the Trustee, the lessor, in every year during the continuance of the lease, an accurate statement of the equipment covered by the lease in actual service, the number and description of such as may have been destroyed and substituted and then undergoing repair, and to allow the Trustee, by its duly authorized agent, to inspect said equipment at any time during the continuance of said lease.

Every such lease shall provide that the Trustee shall retain the full legal title to the equipment covered thereby and to all of it, until the Railway Company shall have fully complied with all of the agreements therein contained, and shall have made all of the payments therein provided for, and that upon the termination of the lease and the performance by the Railway Company of its covenants and obligations under such lease

and hereunder as herein provided, the Trustee shall convey and transfer to the Railway Company all of the equipment covered thereby, which shall thereafter be owned and enjoyed by the Railway Company free from any right or interest therein of the Trustee or of the holders of said certificates.

As and when the said interest warrants or certificates are paid in full according to the provisions hereof, the same shall be canceled by the Trustee, and when canceled, delivered to or upon the order of the Railway Company.

Every such lease shall contain a provision that in case the Railway Company shall make default in the payment of any part of said rental reserved therein for more than ninety days after the same shall have become due and payable, or shall fail to perform any agreements therein on its part to be performed for more than ninety days after the Trustee shall have demanded performance thereof, the Trustee may, at its option, and on the request of the holders of a majority in amount of the series of trust certificates issued on account of the equipment covered by such lease then outstanding, and upon being properly indemnified, shall, declare the principal of all said outstanding certificates of said series to be due and payable immediately, and in the same manner may or shall terminate said lease, and shall by its agents take possession of all of the equipment covered thereby and sell the same or such part thereof as may be necessary to perform the trusts hereby created, at public or private sale, for cash or upon credit in its discretion, and shall otherwise proceed to exercise and enforce its rights and the rights of the holders of the said series of said certificates herein and under such lease in the manner herein and therein provided. Instead of or in addition to the exercise of the powers in case of default hereinabove specified, the Trustee may invoke any legal or equitable remedy. In the distribution of funds by the Trustee, in the performance upon default of the trusts hereby created, the payment of the principal of outstanding trust certificates shall be postponed to the payment in full of outstanding matured interest warrants and interest payments provided for in the registered certificates issued without interest warrants. Any part of the funds remaining undisposed of upon the performance of the trusts hereby created shall be delivered and paid to the Railway Company.

The equipment so to be held by the Trustee may be leased to said Railway Company by one lease, or by several leases covering separate portions thereof, made as and when such portions are acquired and delivered to the Trustee.

Third.

In case of the death, resignation or inability to serve of any of the Vendors, the other Vendors shall have and discharge all the powers of the Vendors. Any action taken by a majority of the Vendors shall have the same force and effect as though taken by all of them. Any vacancy in the Vendors may be filled by the Railway Company upon a written designation and a written acceptance filed with the Trustee, and thereupon the person so designated shall be one of the Vendors with the same force and effect as though he had been originally named one.

The Vendors shall be responsible only for the exercise of good faith in the discharge of their duties hereunder, and the Railway Company hereby agrees to indemnify and save them and each of them harmless of and from all expense or liability which they may in any manner incur or become subject to because of or in connection with anything done or omitted to be done under or in connection with this agreement.

Fourth.

The Trustee shall not be liable to any of the parties hereto or to any of the holders of said certificates or said interest warrants for any defect in any of said equipment, or in its title thereto, nor shall anything herein be construed as a warranty on the part of the said Trustee in respect thereof or as a representation in respect of the value thereof.

The Trustee may exercise its powers and perform its duties by or through such attorneys, agents and servants as it shall appoint, and shall be entitled to the advice of counsel, and shall be answerable only for its own acts, neglects and defaults and not for the default or misconduct of any attorney, agent or servant appointed by it with reasonable care in pursuance hereof; nor shall it be liable in any event for any cause except for its own negligence or default.

The Trustee shall be under no duty or obligation to see to the recording, registration or filing of this agreement or of any such lease, or of any agreement, statement or other instrument hereafter executed in respect of said equipment or parts thereof which may be used to replace any of the same. Neither shall it be responsible in any way for the recitals herein contained, or in the certificates or interest warrants issued hereunder, or in any such lease, such recitals being recitals binding only upon the Railway Company; nor for the execution or validity hereof, or for the certificates or interest warrants issued hereunder, or for any mistakes of fact or law.

The Trustee shall be under no obligation to take any action for the execution or enforcement of the trusts hereby created, as to any equipment that shall have been so leased to said Railway Company, unless requested thereunto in writing by the holders of not less than a majority in amount of the outstanding certificates of the series issued with respect to such equipment, and only upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with proof satisfactory to it as to the ownership of the certificates and interest warrants in respect of which any notice or request may be made; but neither any such request nor this provision therefor shall affect any discretion elsewhere specifically given to the Trustee to determine whether or not it shall take action in respect of such default, or take action without request.

No holder of any certificates or interest warrants issued hereunder shall have a right to institute any suit, action or proceeding for the execution or enforcement of the trusts hereby created, unless, after the aforesaid request in writing of the holders of not less than a majority in amount of the then outstanding certificates of the series held by him shall have been made upon the Trustee, satisfactory indemnity provided, and a reasonable time elapsed for action by the Trustee upon such request, it declines to institute any proceedings pursuant thereto.

The Trustee may, for all purposes, conclusively assume that the Railway Company is not in default under the terms hereof until notified in writing to the contrary by the holders of at least one-quarter in amount of the certificates secured hereby and then outstanding, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

The Trustee shall not incur any liability to anybody in acting upon any notice, request, consent, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic, and to be signed by the proper party or parties.

The Railway Company agrees to pay the expenses incident to the preparation, execution and certification of the trust certificates and interest warrants to be issued

hereunder, and also connected with the preparation, execution, recording, registration and filing hereof and of any instruments hereafter executed under the provisions hereof in respect to said equipment or lease or leases, or any of the same, or any equipment or parts used to replace any of the same.

Said Trustee shall, at least once in each year, render to the Railway Company a statement of said trust and of the accounts relating thereto, and covering such matters as the Railway Company may properly require; and the Vendors and Railway Company, or either of them, may, from time to time, examine the books and accounts of the Trustee relating to said certificates and lease or leases, to this agreement and to the acts of the Trustee hereunder.

Fifth.

The term "Trustee" as used herein shall be held and construed to mean The Farmers' Loan and Trust Company, or its successor or successors in trust hereunder; the words "Railway Company" to mean and include the party of the third part, its successors and assigns; and the words "certificate holder" and "holder" shall include the plural as well as the singular number.

If at any time the Trustee hereunder shall be or become unable to act, shall decline to act, or shall be removed, any and all the powers to be exercised and acts to be done, according to any provision hereof, by the Trustee, may and shall be exercised and performed by such other trust company as may be designated for that purpose by written appointment by the Railway Company; and if at any time there happen to be neither a trust company that is trustee hereunder and is able to act, nor a trust company that has been designated in accordance herewith to exercise the powers and perform the acts prescribed to be exercised or performed hereunder, and is able and willing to act, then in such event, and until there shall be a trust company able and willing to exercise such powers and perform such acts, such individual or individuals as may be designated by the Railway Company may and shall exercise the powers and perform the acts otherwise to be exercised and performed by a trust company.

In case at any time the said The Farmers' Loan and Trust Company or any Trustee hereafter appointed shall resign or be removed or otherwise be or become incapable of acting, a new Trustee or Trustees may be appointed by the Railway Company, instead of the company or person so resigning, removed or incapable of acting, by an instrument executed by order of the Board of Directors or Executive Committee of said Railway Company. The Trustee hereunder shall always be a trust company in good standing, doing business in the City of New York, if there be such a trust company willing and able to accept the trust upon reasonable and customary terms.

Any new Trustee or Trustees appointed hereunder shall execute, acknowledge and deliver to the Railway Company an instrument accepting such appointment hereunder, and thereupon such new Trustee or Trustees without any further act, deed or conveyance shall become vested with all properties, powers and trusts hereunder, with like effect as if originally named as Trustee or Trustees herein; but any retiring Trustee shall, nevertheless, on the written request of the remaining or the new Trustee or Trustees, execute and deliver an instrument transferring to the then existing Trustee or Trustees, upon the trusts herein expressed, all the properties, rights, powers and trusts of the Trustee so retiring, and shall duly assign, transfer and deliver any property and moneys held by such Trustee to the then existing Trustee or Trustees.

Fourth.

The Trustee shall not be liable to any of the parties hereto or to any of the holders of said certificates or said interest warrants for any defect in any of said equipment, or in its title thereto, nor shall anything herein be construed as a warranty on the part of the said Trustee in respect thereof or as a representation in respect of the value thereof.

The Trustee may exercise its powers and perform its duties by or through such attorneys, agents and servants as it shall appoint, and shall be entitled to the advice of counsel, and shall be answerable only for its own acts, neglects and defaults and not for the default or misconduct of any attorney, agent or servant appointed by it with reasonable care in pursuance hereof; nor shall it be liable in any event for any cause except for its own negligence or default.

The Trustee shall be under no duty or obligation to see to the recording, registration or filing of this agreement or of any such lease, or of any agreement, statement or other instrument hereafter executed in respect of said equipment or parts thereof which may be used to replace any of the same. Neither shall it be responsible in any way for the recitals herein contained, or in the certificates or interest warrants issued hereunder, or in any such lease, such recitals being recitals binding only upon the Railway Company; nor for the execution or validity hereof, or for the certificates or interest warrants issued hereunder, or for any mistakes of fact or law.

The Trustee shall be under no obligation to take any action for the execution or enforcement of the trusts hereby created, as to any equipment that shall have been so leased to said Railway Company, unless requested thereunto in writing by the holders of not less than a majority in amount of the outstanding certificates of the series issued with respect to such equipment, and only upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with proof satisfactory to it as to the ownership of the certificates and interest warrants in respect of which any notice or request may be made; but neither any such request nor this provision therefor shall affect any discretion elsewhere specifically given to the Trustee to determine whether or not it shall take action in respect of such default, or take action without request.

No holder of any certificates or interest warrants issued hereunder shall have a right to institute any suit, action or proceeding for the execution or enforcement of the trusts hereby created, unless, after the aforesaid request in writing of the holders of not less than a majority in amount of the then outstanding certificates of the series held by him shall have been made upon the Trustee, satisfactory indemnity provided, and a reasonable time elapsed for action by the Trustee upon such request, it declines to institute any proceedings pursuant thereto.

The Trustee may, for all purposes, conclusively assume that the Railway Company is not in default under the terms hereof until notified in writing to the contrary by the holders of at least one-quarter in amount of the certificates secured hereby and then outstanding, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

The Trustee shall not incur any liability to anybody in acting upon any notice, request, consent, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic, and to be signed by the proper party or parties.

The Railway Company agrees to pay the expenses incident to the preparation, execution and certification of the trust certificates and interest warrants to be issued

hereunder, and also connected with the preparation, execution, recording, registration and filing hereof and of any instruments hereafter executed under the provisions hereof in respect to said equipment or lease or leases, or any of the same, or any equipment or parts used to replace any of the same.

Said Trustee shall, at least once in each year, render to the Railway Company a statement of said trust and of the accounts relating thereto, and covering such matters as the Railway Company may properly require; and the Vendors and Railway Company, or either of them, may, from time to time, examine the books and accounts of the Trustee relating to said certificates and lease or leases, to this agreement and to the acts of the Trustee hereunder.

Fifth.

The term "Trustee" as used herein shall be held and construed to mean The Farmers' Loan and Trust Company, or its successor or successors in trust hereunder; the words "Railway Company" to mean and include the party of the third part, its successors and assigns; and the words "certificate holder" and "holder" shall include the plural as well as the singular number.

If at any time the Trustee hereunder shall be or become unable to act, shall decline to act, or shall be removed, any and all the powers to be exercised and acts to be done, according to any provision hereof, by the Trustee, may and shall be exercised and performed by such other trust company as may be designated for that purpose by written appointment by the Railway Company; and if at any time there happen to be neither a trust company that is trustee hereunder and is able to act, nor a trust company that has been designated in accordance herewith to exercise the powers and perform the acts prescribed to be exercised or performed hereunder, and is able and willing to act, then in such event, and until there shall be a trust company able and willing to exercise such powers and perform such acts, such individual or individuals as may be designated by the Railway Company may and shall exercise the powers and perform the acts otherwise to be exercised and performed by a trust company.

In case at any time the said The Farmers' Loan and Trust Company or any Trustee hereafter appointed shall resign or be removed or otherwise be or become incapable of acting, a new Trustee or Trustees may be appointed by the Railway Company, instead of the company or person so resigning, removed or incapable of acting, by an instrument executed by order of the Board of Directors or Executive Committee of said Railway Company. The Trustee hereunder shall always be a trust company in good standing, doing business in the City of New York, if there be such a trust company willing and able to accept the trust upon reasonable and customary terms.

Any new Trustee or Trustees appointed hereunder shall execute, acknowledge and deliver to the Railway Company an instrument accepting such appointment hereunder, and thereupon such new Trustee or Trustees without any further act, deed or conveyance shall become vested with all properties, powers and trusts hereunder, with like effect as if originally named as Trustee or Trustees herein; but any retiring Trustee shall, nevertheless, on the written request of the remaining or the new Trustee or Trustees, execute and deliver an instrument transferring to the then existing Trustee or Trustees, upon the trusts herein expressed, all the properties, rights, powers and trusts of the Trustee so retiring, and shall duly assign, transfer and deliver any property and moneys held by such Trustee to the then existing Trustee or Trustees.

Whenever, under the provisions hereof, it is necessary or proper for any notice or demand to be made to or upon the Railway Company, or if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given to or made upon the Railway Company by depositing a written statement thereof, securely enclosed in a postpaid wrapper, in the United States mail, directed to the said Railway Company, at Chicago, Illinois, and an affidavit by any person representing or acting on behalf of the Trustee or Trustees as to such mailing shall be conclusive evidence of the giving of such notice and the making of such demand.

In order to facilitate the record of this indenture, the same may be simultaneously executed in seven 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.

IN WITNESS WHEREOF, the parties hereto of the first part have hereunto set their hands and seals; The Farmers' Loan and Trust Company, party of the second part, has caused its corporate seal to be hereunto affixed and attested by its Secretary, and these presents to be signed in its name and behalf by its Vice President; and the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, the party hereto of the third part, has caused this indenture 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; all upon the day and year first above written.

John D. Caldwell (seal)

In presence of:

Barret Conway

H. H. Small

Charles Jensch (seal)

In presence of:

A. L. Seder

E. Price

Charles P. Nash (seal)

In presence of:

Florence Liai

Mae J. Nelson

W. H. Thorn (seal)

In presence of:

A. L. Seder

E. Price

(seal)

The Farmers' Loan and Trust Company,

E.H.B. By A. V. Heely
Vice President.

Attest:

I. H. Meehan
Secretary.

In presence of:

Noel E. Hanf

George Hocking

Chicago, Saint Paul, Minneapolis and Omaha Railway Company,

By Fred W. Sargent
Its President.

Attest:

John D. Caldwell
Secretary.

In presence of:

Barret Conway

H. H. Small (seal)

STATE OF ILLINOIS,)
(ss.
County of Cook.)

I, P. J. Sesterhenn, a Notary Public in and for the County of Cook in the State of Illinois, do hereby certify that John D. Caldwell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of September, 1928.

P. J. Sesterhenn
Notary Public in and for Cook County, Illinois.

(NOTARIAL SEAL)

My commission expires May 7th, 1930.

STATE OF MINNESOTA,)
(ss.
County of Ramsey.)

On this 29 day of September, 1928, before me personally appeared Charles Jensch, Charles P. Nash and W. H. Thorn, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

S. T. Hill

Notary Public in and for Ramsey County, Minnesota.

My commission expires Feb. 28 - 1935.

(NOTARIAL SEAL)

STATE OF MINNESOTA,)
(ss.
County of Ramsey.)

I, N. C. Robinson, Clerk of the District Court of the Second Judicial District and County aforesaid, the same being a Court of Record, do hereby certify that S. T. Hill, Esq., before whom the annexed proof of acknowledgment was taken, was at the time of taking such proof or acknowledgment a Notary Public, in and for said County of Ramsey, commissioned and sworn, and duly authorized to take acknowledgments to deeds and other instruments in writing, in the State of Minnesota; that I am well acquainted with the handwriting of such officer, and verily believe that the signature to said proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the laws of the State of Minnesota.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at St. Paul, this 1st day of October, A. D. 1928.

N. C. Robinson
Clerk.

(SEAL)

By

STATE OF NEW YORK,)
City and County of New York.) (ss.

I, R. E. Morton, a Notary Public in and for the City and County of New York, in the State of New York, do hereby certify that on this 18th day of October, in the year 1928, before me, the subscriber, personally appeared A. V. Heely and I. H. Meehan, Vice President and Secretary, respectively, of The Farmers' Loan and Trust Company, a corporation, and on said same day also appeared before me by its said officers the said The Farmers' Loan and Trust Company, being known to me to be the corporation whose name is subscribed to the foregoing instrument, and which executed the same as party of the second part; that A. V. Heely and J. H. Meehan are personally known to me and are known to me to be the Vice President and Secretary, respectively, of said The Farmers' Loan and Trust Company, and the identical persons whose names are subscribed to the foregoing instrument as Vice President and Secretary of said corporation; and said A. V. Heely and I. H. Meehan then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the Vice President and Secretary, respectively, of said The Farmers' Loan and Trust Company, and in behalf of said corporation and by order of its Board of Directors, and that they were Vice President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of said The Farmers' Loan and Trust Company, and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said A. V. Heely and I. H. Meehan then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such Vice President and Secretary, respectively, and as the free and voluntary act and deed of said The Farmers' Loan and Trust Company and for the uses and purposes in said instrument set forth.

And at the same time said A. V. Heely and I. H. Meehan, being by me severally and duly sworn, did severally depose and say that they resided, the said A. V. Heely in Plainfield, N. J., and the said I. H. Meehan in Brooklyn, N. Y.; that said The Farmers' Loan and Trust Company is a corporation; that they are and at the time of the execution of the foregoing instrument were the Vice President and Secretary, respectively, of said The Farmers' Loan and Trust Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as Vice President and Secretary, respectively, of said corporation and in its behalf, and by order of its Board of Directors; and that the seal affixed to said instrument is the seal of said The Farmers' Loan and Trust Company and was so affixed by them by order of the Board of Directors of said corporation.

And I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of said The Farmers' Loan and Trust Company, and that said instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal as Notary Public for the City and County of New York, in the State of New York, on said 18th day of October, 1928.

R. E. Morton
Notary Public in and for the City and County of New York, in the State of New York.

(NOTARIAL SEAL)

R. E. Morton
Notary Public, N. Y. Co. No. 466 Reg. No. 0-538
Commission expires March 30th, 1930

STATE OF NEW YORK,)
County of New York.) (ss.

I, William T. Collins, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, Do Hereby Certify, that R. E. Morton, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 19 day of October, 1928.

William T. Collins
Clerk.

(SEAL)

William T. Collins
Clerk of Supreme Court
& Clerk of the County of New York

STATE OF ILLINOIS,)
County of Cook.) (ss.

I, P. J. Sesterhenn, a Notary Public in and for said County in said State of Illinois, Do Hereby Certify, that on this 4th day of October, 1928, before me, the subscriber, personally appeared Fred W. Sargent and John D. Caldwell, to me personally known to be the President and Secretary, respectively, of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation, and to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively, of said corporation; and they then and there severally acknowledged that as such President and Secretary, respectively, they signed, sealed, executed and delivered the foregoing instrument pursuant to authority given by the Board of Directors of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, and further acknowledged that the seal attached to said foregoing instrument is the corporate seal of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company and was affixed to said instrument by authority of said Board of Directors, and further acknowledged said instrument to be the free and voluntary act of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company for the uses and purposes therein set forth; and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company.

In Witness Whereof, I have hereunto set my hand and my official seal as Notary Public aforesaid on this 4th day of October, 1928.

(NOTARIAL SEAL)

P. J. Sesterhenn
Notary Public in and for Cook County, Illinois.
My commission expires May 7th, 1930.

STATE OF ILLINOIS,)
Cook County.) ss.

I, Robert M. Sweitzer, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that P. J. Sesterhenn, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

The law of Illinois does not require the impression of the Seal of a Notary Public to be filed in the County Clerk's Office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 5th day of October, 1928.

(SEAL)

Robert M. Zweitzer
County Clerk.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 26th day of Oct A. D. 1928 at 11:50 o'clock A.M. and recorded in Vol. 27 of R. R. Mtges. Etc on page 300-312 Incl.
Robert P. Siebecker
Assistant Secretary of State

100¢

Indexed 106

PARTIAL RELEASE - EQUIPMENT

of

Mortgage Between

Bankers Trust Company

and

Wisconsin Michigan Power Company.

Dated

November 16, 1928.

INDENTURE, made this 16th day of November, 1928, by and between BANKERS TRUST COMPANY, a New York corporation, as Trustee under the Mortgage and Deed of Trust hereinafter mentioned, (hereinafter called the "Trustee"), party of the first part, and WISCONSIN MICHIGAN POWER COMPANY, a Wisconsin corporation, (hereinafter called the "Mortgagor"), party of the second part, WITNESSETH:

WHEREAS, the Mortgagor heretofore made, executed, and delivered its Mortgage and Deed of Trust dated June 15, 1927 to the Trustee, which said Mortgage and Deed of Trust is of record, among other places, in the office of the Register of Deeds of Outagamie County, Wisconsin, in Volume 197 of Mortgages, on page 93; and

WHEREAS, it is, among other things, provided in said Mortgage and Deed of Trust, that the Mortgagor may obtain the release of property constituting a part of the trust estate, and that the Trustee shall release the same from the lien of said Mortgage and Deed of Trust, on certain conditions therein set forth; and

WHEREAS, the Mortgagor desires to dispose of ten (10) certain interurban passenger cars (T.M.E.R. & L.Co. Six Hundred Type Nos. 200 to 209, inclusive) which are now subject to the lien of said Mortgage and Deed of Trust; and

WHEREAS, the Mortgagor has complied with all the terms and conditions in said Mortgage and Deed of Trust contained, with reference to the release of property subject thereto so as to entitle it to have said property released from the lien of said Mortgage and Deed of Trust;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: that in consideration of the terms and of the covenants contained in said Mortgage and Deed of Trust and for other good and valuable considerations, the receipt whereof is hereby acknowledged, the Trustee does hereby release and discharge of and from the lien and operation of said Mortgage and Deed of Trust ten (10) certain interurban passenger cars (T.M.E.R.& L.Co. Six Hundred Type Nos. 200 to 209, inclusive).

The recitals of fact herein contained are made on the part of the Mortgagor and are not representations of the Trustee and it is expressly understood and agreed by and between the parties hereto that this release shall in no way affect the lien of said Mortgage and Deed of Trust upon the other property and premises now subject thereto and not expressly released hereby, but that the lien of said Mortgage and Deed of Trust on all the property not herein specifically released shall continue to be in full force and effect.

IN TESTIMONY WHEREOF, the parties have caused this instrument to be executed in their respective corporate names by their respective Presidents or Vice-Presidents and their respective corporate seals to be affixed hereto and attested by their respective Secretaries or Assistant Secretaries, all as of the day and year first above written.

(SEAL)

BANKERS TRUST COMPANY, as Trustee
under the Mortgage and Deed of Trust
dated June 15, 1927.

By R. G. Page
Vice-President

Attest:

O. H. Amoker
Assistant Secretary

SIGNED, SEALED AND DELIVERED
on behalf of Bankers Trust
Company in the presence of:

Roy Lindberg

H. W. Johnson

(CORPORATE SEAL)

WISCONSIN MICHIGAN POWER COMPANY

By J. F. Fogarty
Vice-President

Attest:

F. H. Piske
Assistant Secretary

SIGNED, SEALED and DELIVERED
on behalf of Wisconsin Michigan
Power Company in the presence of:

Reed Hartel

E. Rosquist

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Personally came before me on this 16th day of November, 1928, the above named R. G. Page to me known to be a Vice-President of the above named Bankers Trust Company, and to me known to be the person who executed the above and foregoing instrument and acknowledged the same.

(NOTARIAL SEAL)

E. W. Emmens
Notary Public.

Notary Public, Kings County No. 131, Reg. No. 9034
Certificate filed in New York Co. No. 41, Reg.No.9062
Commission Expires March 30th, 1929.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Personally came before me on this 17th day of November, 1928, the above named J. F. Fogarty, to me known to be a Vice-President of the above named Wisconsin Michigan Power Company, and to me known to be the person who executed the above and foregoing instrument and acknowledged the same.

(NOTARIAL SEAL)

Gertrude A. Ryan
Notary Public.

Notary Public, Richmond Co.
New York Co. Clerk's No. 144
New York Co. Register's No. 0-164
Term expires March 30th, 1930

State of Wisconsin)
DEPARTMENT OF STATE
Received this 22nd day of
Nov. A. D. 1928 at 4:30
o'clock P.M. and recorded in Vol.
27 of R.R. Mtges. Etc.
on page 313 & 314 Incl.
Theodore Dammann
Assistant Secretary of State

Harris Trust and Savings Bank

to

Wisconsin Gas & Electric Company

PARTIAL RELEASE

November 22, 1928

INDENTURE OF RELEASE

INDENTURE, made this 22nd day of November, 1928, by and between HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, as Trustee under the Mortgage hereinafter mentioned, (hereinafter called the "Trustee"), party of the first part, and WISCONSIN GAS AND ELECTRIC COMPANY, a Wisconsin corporation (hereinafter called the "Mortgagor") party of the second part, WITNESSETH:

WHEREAS, the Mortgagor heretofore made, executed and delivered its First Mortgage, dated June 1, 1912 to the Trustee, which said Mortgage is of record, in the office of the Register of Deeds of Racine County, Wisconsin, in Volume 98 of Mortgages, on page 5, and in the office of the Secretary of State of Wisconsin, in Volume 16 of Railroad Mortgages and Trust Deeds, page 412; and

WHEREAS, it is, among other things, provided in said Mortgage that the Mortgagor may obtain the release of property constituting a part of the trust estate, and that the Trustee shall release the same from the lien of said Mortgage, on certain conditions therein set forth; and

WHEREAS, the Mortgagor has contracted to sell to Wisconsin Michigan Power Company, a Wisconsin corporation, the property hereinafter described which is now subject to the lien of said Mortgage; and

WHEREAS, the Mortgagor has complied with all the terms and conditions in said Mortgage contained, with reference to the release of property subject thereto so as to entitle it to have said property released from the lien of said Mortgage;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in consideration of the terms and of the covenants contained in said Mortgage and for other good and valuable considerations, receipt whereof is hereby acknowledged, the Trustee does hereby release and discharge of and from the lien and operation of said Mortgage the following described property, to-wit:

(a) Steel tower transmission line equipped with one circuit of three conductors extending from Twin Falls sub-station at Twin Falls, Dickinson County, Michigan, to Amberg, Wisconsin, and from the Northland Lumber Company property on the east bank of the Fox River north of the limits of the City of Green Bay, Wisconsin, to a point adjacent to the right of way of the Chicago, Milwaukee, St.Paul & Pacific Railroad Company approximately one mile north of Forest Junction, Calumet County, Wisconsin.

(b) The three conductor circuit of the Mortgagor, insulators and attachments therefor maintained on the northerly side of the electric steel tower, transmission line extending from said point approximately one mile north of Forest Junction to Appleton sub-station in the west half of Section 6-20-18, Calumet County, Wisconsin, together with an undivided one-half interest in the towers of such transmission line and the right of way pertaining thereto.

(c) The three conductor circuit of the Mortgagor, insulators and attachments therefor maintained upon towers of the Northern Paper Mills and its assigns, extending from the premises of the Northland Lumber Company at or near the City of Green Bay to Amberg, Wisconsin, and thence east to the hydro-electric plant of Northern Electric Company at Chalk Hill Rapids on the Menominee River, together with the right, easement and leasehold of the Mortgagor to maintain said three conductor circuit pursuant to the provisions of a certain instrument of lease dated March 2, 1925, as amended August 4, 1926, executed by Northern Paper Mills, a Wisconsin corporation, as lessor, and by the Mortgagor, as lessee, which said lease dated March 2, 1925, is recorded in the Office of the Register of Deeds for Brown County, Wisconsin, in Volume 7 of Miscellaneous records, page 505, and in the Office of the Register of Deeds for Oconto County, Wisconsin, in Volume 138 of Deeds, page 353, and in the Office of the Register of Deeds for Marinette County, Wisconsin, in Volume 119 of Deeds, page 270.

(d) The Twin Falls sub-station of the Mortgagor, including all electric equipment installed therein.

(e) All of the right, title, and interest of the Mortgagor, as lessee, under the lease hereinbefore mentioned, dated March 2, 1925, as amended August 4, 1926, executed by Northern Paper Mills, a Wisconsin corporation, as lessor, and by the Mortgagor, as lessee.

The recitals of fact herein contained are made on the part of the Mortgagor and are not representations by the Trustee and it is expressly understood and agreed by and between the parties hereto that this release shall in no way affect the lien of said Mortgage upon the other property and premises now subject thereto and not expressly released hereby, but that the lien of said Mortgage on all the property not herein specifically released shall continue to be in full force and effect.

IN TESTIMONY WHEREOF, the parties have caused this instrument to be executed in their respective corporate names by their respective Presidents or Vice Presidents and their respective corporate seals to be affixed hereto and attested by their respective Secretaries or Assistant Secretaries, all as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK,
as Trustee under the Mortgage dated June 1, 1912.

By C. G. Fisher
Vice-President.

S E A L

Attest:

W. H. Milsted
Assistant Secretary.

SIGNED, SEALED and DELIVERED
on behalf of Harris Trust and
Savings Bank in the presence of:
James K. Goodwin
E. W. Johnson

WISCONSIN GAS AND ELECTRIC COMPANY
By S. B. Way
President.

Corporate Seal.

Attest:

F.S.Boehm
Secretary.

SIGNED, SEALED and DELIVERED on
behalf of Wisconsin Gas and Electric
Company in the presence of:
H. J. Bohl
A. E. Leuthold

STATE OF ILLINOIS)
(ss.
COUNTY OF COOK)

Personally cambe before me on this 27th day of November 1928, the above named C. G. Fisher to me known to be a Vice-President of the above named Harris Trust and Savings Bank and to me known to be the person who executed the within and foregoing instrument and acknowledged the same.

SIDNEY F. MOODY
Notary Public,
Cook County,
State of Illinois

Notarial Seal

STATE OF WISCONSIN)
(ss.
COUNTY OF MILWAUKEE)

Personally came before me on this 22 day of November, 1928, the above named S. B. Way to me known to be President of the above named Wisconsin Gas & Electric Company and to me known to be the person who executed the within and foregoing instrument and acknowledged the same.

G. J. Simpelaar
Notary Public
Milwaukee County,
Wisconsin.

NOTARIAL SEAL

My Commission expires
Jan. 26, 1930.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 15th day of
Dec. A. D. 1928 at 11 o'clock A. M. and recorded in Vol.
27 of R.R. Mtgs., Etc., on page 315 - 318
Theodor Dammann
Secretary of State

SUPPLEMENTAL INDENTURE

WISCONSIN POWER AND LIGHT COMPANY

to

CONTINENTAL NATIONAL BANK AND TRUST COMPANY OF CHICAGO

and

WILLIAM P. KOPF,

Trustees

Dated December 1, 1928

THIS SUPPLEMENTAL INDENTURE, dated December 1, 1928, but actually executed this 20th day of December, 1928, by and between WISCONSIN POWER AND LIGHT COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin (hereinafter commonly referred to as the "Company") and CONTINENTAL NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation organized and existing under the laws of the United States of America (hereinafter commonly referred to as the "Trustee") , and WILLIAM P. KOPF, of the City of Chicago, Illinois, (hereinafter commonly referred to as the "Co-Trustee", the Trustee and Co-Trustee being hereinafter commonly referred to as the "Trustees"), WITNESSETH:

WHEREAS, the name of the Company, by amendment to its Articles of Organization duly filed on the 15th day of April, 1924, in the office of the Secretary of State of Wisconsin and recorded as required by law, was changed from Eastern Wisconsin Electric Company to Wisconsin Power and Light Company; and

WHEREAS, the Company, under its former name of Eastern Wisconsin Electric Company, has heretofore executed an indenture of mortgage or deed of trust (hereinafter commonly referred to as the "Mortgage"), dated December 1, 1922, but actually executed January 19, 1923, to Continental and Commercial Trust and Savings Bank and William P. Kopf, as Trustees, for the purpose of securing its corporate bonds to be issued thereunder, and has thereby conveyed and transferred to said trustees all its property (except certain property expressly excepted) upon the trusts therein stated and has heretofore issued under the security of the Mortgage bonds of Series A, B, C, D and E; and

WHEREAS, on the 30th day of November, 1927, under and in pursuance of an Act of Congress entitled "An Act to provide for the consolidation of National Banking Associations" approved November 7, 1918, as amended February 25, 1927, said Continental and Commercial Trust and Savings Bank, trustee as aforesaid under said Mortgage, was consolidated with Continental and Commercial National Bank of Chicago, a corporation organized under the laws of the United States of America, under the charter of said Continental and Commercial National Bank of Chicago and under the name Continental National Bank and Trust Company of Chicago, and thereupon said Continental National Bank and Trust Company of Chicago became and was and is the "Trustee" under the Mortgage; and

WHEREAS, it is provided in the Mortgage that the Company may from time to time issue additional bonds in series under the security of the Mortgage, and the Company has by resolution of its Board of Directors duly adopted on the 6th day of December, 1928, determined forthwith to issue an additional series of bonds to be secured by the Mortgage and to be known and designated as Series F, which resolution is as follows, to-wit:

RESOLVED, that this Company do issue from time to time hereafter under and pursuant to the provisions of the Mortgage, dated December 1, 1922, and executed by the Company under its then name of Eastern Wisconsin Electric Company to Continental and Commercial Trust and Savings Bank and William P. Kopf, as Trustees, an additional series of bonds to be known and designated as Series F and to be issued under and secured by said Mortgage; that each bond of Series F shall be designated "First Lien and Refunding Mortgage 5% Gold Bond, Series F" (until such time as such designation may be changed in accordance with the terms of said Mortgage); that the bonds of said series shall be limited in aggregate principal amount at any one time outstanding to the sum of Ten Million Dollars ($10,000,000); that the coupon bonds of said series shall be dated December 1, 1928, and the registered bonds of said series, if any be issued, shall be dated as of the date of the interest payment day thereof next preceding the date of issue, unless issued on an interest payment day, in which event such bonds shall be dated as of the date of issue; that all the bonds of said series shall be due and payable December 1, 1958, bear interest at the rate of five per centum per annum payable half-yearly on the first day of June and of December in each year, be payable as to principal at the office of Continental National Bank and Trust Company of Chicago in the City of Chicago, Illinois, and as to interest at said office of Continental National Bank and Trust Company of Chicago, or, at the option of the holder, at the office of Bankers Trust Company in the Borough of Manhattan, City and State of New York; that so far as may be lawful, the interest on the bonds of said series shall be paid without deduction for any tax or taxes upon the income of the holder thereof (except such portion of any income tax with respect to income derived from such interest as shall be in excess of two per centum) which the Company or the Trustee under said Mortgage any one acting in behalf of them, or either of them, may be required or permitted to pay on or to deduct from such interest under or by reason of the present or any future income tax law of the United States; that the Company refund and repay to the owner of any bond of Series F, if a resident of the State of Pennsylvania or of the State of Connecticut, the amount of any lawful tax thereon paid by him in and for any year to the state of his residence not exceeding fourtenths of one per centum of the principal thereof, and that the Company refund and repay to the owner of any bond of Series F, if a resident of the State of Massachusetts, the amount of any lawful income tax upon the interest thereof paid by him in and for any year to the State of Massachusetts not exceeding six per centum of such interest, provided that such owner in each case shall present to the Company within sixty days after the payment of any such tax evidence satisfactory to the Company showing payment of such tax; that each bond of said Series F shall be subject to redemption at any time and from time to time, upon notice given in accordance with the terms and conditions prescribed in said Mortgage, upon payment of the principal amount thereof, accrued interest to the date of redemption and a premium on said principal amount as follows: if redeemed on or before November 30, 1933, a premium of five per centum; if redeemed thereafter, but on or before November 30,

1938, a premium of three per centum; if redeemed after November 30, 1938, but on or before November 30, 1943, a premium of two and one-half per centum; if redeemed after November 30, 1943, but on or before November 30, 1948, a premium of two per centum; if redeemed after November 30, 1948, but on or before November 30, 1953, a premium of one per centum; if redeemed after November 30, 1953, but on or before November 30, 1957, a premium of one-half of one per centum; and if redeemed subsequent to November 30, 1957, no premium shall be required; that the coupon bonds of Series F and the coupons attached thereto and the fully registered bonds of Series F, if any be issued, shall, respectively, be substantially of the tenor and purport of the forms of coupon bonds and coupons and fully registered bonds submitted to this meeting and the forms of the coupon bonds of Series F and the coupons to be attached thereto and the registered bonds of Series F this day submitted to this meeting be and they are hereby approved and adopted with their respective provisions and be spread of record in the minutes of this meeting; that all the bonds of Series F be executed on behalf of the Company as provided in said Mortgage, be authenticated by the certificate of the Trustee under the Mortgage, and be issued from time to time as the Board of Directors may determine, but in accordance with the terms, provisions, conditions and restrictions set forth in said Mortgage and in this resolution; that the Company do execute, pursuant to the provisions of paragraph (e) of Section 10 of Article II of said Mortgage, a supplemental indenture limiting the aggregate principal amount of bonds of Series F at any one time outstanding to the sum of Ten Million Dollars ($10,000,000); that the form of said supplemental indenture now submitted to this Board be and the same is hereby approved and adopted and be spread of record in the minutes of this meeting; and that the proper officers of this Company be and they are hereby directed to execute said supplemental indenture and to do all the things necessary or expedient in their judgment to carry out the purposes of this resolution.

AND WHEREAS, each of the coupon bonds of Series F to be issued pursuant to said resolution of the Board of Directors of the Company is to be substantially in the following form (which was the form adopted for such coupon bonds in and by said resolution of said board of Directors), to-wit:

(Form of coupon bond of Series F)

UNITED STATES OF AMERICA

State of Wisconsin

WISCONSIN POWER AND LIGHT COMPANY

First Lien and Refunding Mortgage 5% Gold Bond

Series F

No. ..... $.....

WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation (hereinafter called the Company), for value received, hereby promises to pay to the bearer, or if this bond be registered as to principal, then to the registered holder hereof, the sum of ..... Dollars on the first day of December, 1958, and to pay interest on said sum from the date hereof until the same shall be paid at the rate of five per centum per annum, payable half yearly on the first day of June and of December in each year. Until the maturity of this bond, such interest shall be paid only in accordance with and upon presentation and surrender of the annexed coupons

as they severally become due. The principal of this bond shall be payable in gold coin of the United States of America of or equal to the standard of weight and fineness on December 1, 1928, at the office of Continental National Bank and Trust Company of Chicago in the City of Chicago, State of Illinois, and the interest shall be payable in like gold coin at said office of Continental National Bank and Trust Company of Chicago, or, at the option of the holder, at the office of Bankers Trust Company in the Borough of Manhattan, City and State of New York. So far as may be lawful, such interest shall be paid without deduction for any tax or taxes upon the income of the holder hereof (except such portion of any income tax with respect to income derived from such interest as shall be in excess of two per centum) which the Company or the Trustee hereinafter mentioned, or anyone acting in behalf of them, or either of them, may be required or permitted to permitted to pay on or to deduct from such interest under or by reason of the present or any future income tax law of the United States. This bond is one of the First Lien and Refunding Mortgage Gold Bonds of the Company, all issued and to be issued from time to time under and in accordance with and, irrespective of the time of issue, equally secured by an indenture of mortgage or deed of trust (hereinafter called the Mortgage) dated December 1, 1922, given by Eastern Wisconsin Electric Company (now, by change of name, Wisconsin Power and Light Company) to Continental and Commercial Trust and Savings Bank, as Trustee, and William P. Kopf, as Co-Trustee, to which Mortgage reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of said bonds and of the Trustees in respect of such security, and the terms and conditions under which said bonds are issued. By the terms of the Mortgage the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, and in other respects as in the Mortgage provided. At the option of the Company and upon the notice and in the manner and with the effect provided in the Mortgage, any or all of the bonds of Series F, may be redeemed by the Company at any time and from time to time by the payment of the principal and accrued interest to the date of redemption and a premium upon the principal as follows: if redeemed on or before November 30, 1933, a premium of five per centum; if redeemed thereafter, but on or before November 30, 1938, a premium of three per centum; if redeemed after November 30, 1938, but on or before November 30, 1943, a premium of two and one-half per centum; if redeemed after November 30, 1943, but on or before November 30, 1948, a premium of two per centum; if redeemed after November 30, 1948, but on or before November 30, 1953, a premium of one per centum; if redeemed after November 30, 1953, but on or before November 30, 1957, a premium of one half of one per centum; and if redeemed subsequent to November 30, 1957, no premium shall be required. In case of certain events of default specified in the Mortgage, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Mortgage. No recourse shall be had for the payment of the principal or interest of this bond, or for any claim based hereon, or otherwise in respect hereof or of the Mortgage, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, either directly or through the Company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage. This bond shall pass by delivery unless registered as to

principal in the holder's name at the office of the Trustee in the City of Chicago, Illinois, on registry books to be kept for the purpose at such place, such registration being noted hereon as provided in the Mortgage. After such registration no further transfer of this bond shall be valid unless made on said books by the registered holder in person or by attorney duly authorized, and similarly noted hereon; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the attached coupons which shall always be transferable by delivery and be payable to bearer. Coupon bonds and registered bonds without coupons of this series are interchangeable in the manner and upon the conditions prescribed in the mortgage. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor under the Mortgage of the certificate endorsed hereon.

IN WITNESS WHEREOF, Wisconsin Power and Light Company has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer this first day of December, 1928.

WISCONSIN POWER AND LIGHT COMPANY,

By.....
President.

Attest:

.....
Secretary.

AND WHEREAS, each of the interest coupons to be attached to the coupon bonds of Series F, to be issued pursuant to said resolution of the Board of Directors of the Company, is to be substantially in the following form (which was the form for interest coupons adopted by said resolution of said Board of Directors), to-wit:

(Form of Coupon)

No..... $.....

On the.....day of....., 19....., unless the bond herein mentioned shall have been called for previous redemption, Wisconsin Power and Light Company will pay to bearer at the office of Continental National Bank and Trust Company of Chicago in the City of Chicago, Illinois, or, at the option of the holder hereof, at the office of Bankers Trust Company in the Borough of Manhattan, City and State of New York, ...Dollars in gold coin of the United States of America, being six months' interest then due on its First Lien and Refunding Mortgage 5% Gold Bond, Series F, No.....

.....
Treasurer.

AND WHEREAS, each of the registered bonds without coupons of Series F, if any be issued, is to be substantially in the following form (which was the form for registered bonds without coupons adopted by said resolution of said Board of Directors), to-wit:

(Form of registered bond without coupons of Series F)

UNITED STATES OF AMERICA

State of Wisconsin

WISCONSIN POWER AND LIGHT COMPANY

First Lien and Refunding Mortgage 5% Gold Bond

Series F

No..... $.....

WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation (hereinafter called the Company), for value received, hereby promises to pay to..... or registered assigns, the sum of .....Dollars on the first day of December, 1958, and to pay to the registered holder interest on said sum from the date hereof until the same shall be paid, at the rate of five per centum per annum, payable half yearly on the first day of June and of December in each year. The principal of this bond shall be payable in gold coin of the United States of America of or equal to the standard of weight and fineness on December 1,, 1928, at the office of Continental National Bank and Trust Company of Chicago in the City of Chicago, State of Illinois, and the interest shall be payable in like gold coin at said office of Continental National Bank and Trust Company of Chicago, or, at the option of the registered holder, at the office of Bankers Trust Company in the Borough of Manhattan, City and State of New York. So far as may be lawful, such interest shall be paid without deduction for any tax or taxes upon the income of the holder hereof (except such portion of any income tax with respect to income derived from such interest as shall be in excess of two per centum) which the Company or the Trustee hereinafter mentioned, or anyone acting in behalf of them, or either of them, may be required or permitted to pay on or to deduct from such interest under or by reason of the present or any future income tax law of the United States. This bond is one of the First Lien and Refunding Mortgage Gold Bonds of the Company, all issued and to be issued from time to time under and in accordance with and, irrespective of the time of issue, equally secured by an indenture of mortgage or deed of trust (hereinafter called the Mortgage) dated December 1, 1922, given by Eastern Wisconsin Electric Company (now, by change of name, Wisconsin Power and Light Company) to Continental and Commercial Trust and Savings Bank, as Trustee, and William P. Kopf, as Co-Trustee, to which Mortgage reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of said bonds and of the Trustees in respect of such security, and the terms and conditions under which said bonds are issued. By the terms of the Mortgage the bonds to be secured thereby are issuable in series, which may vary as to date, amount, date of maturity, rate of interest, and in other respects as in the Mortgage provided. At the option of the Company and upon the notice and in the manner and with the effect provided in the Mortgage, any or all of the bonds of Series F, may be redeemed by the Company at any time and from time to time by the payment of the principal and accrued interest to the date of redemption and a premium upon the principal as follows: if redeemed on or before November 30, 1933, a premium of five per centum; if refeemed thereafter, but

on or before November 30, 1938, a premium of three per centum; if redeemed after November 30, 1938, but on or before November 30, 1943, a premium of two and one-half per centum; if redeemed after November 30, 1943, but on or before November 30, 1948, a premium of two per centum; if redeemed after November 30, 1948, but on or before November 30, 1953, a premium of one per centum; if redeemed after November 30, 1953, but on or before November 30, 1957, a premium of one-half of one per centum; and if redeemed subsequent to November 30, 1957, no premium shall be required. In case of certain events of default specified in the Mortgage, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Mortgage. No recourse shall be had for the payment of the principal or interest of this bond, or for any claim based hereon, or otherwise in respect hereof or of the Mortgage to or against any incorporator, stockholder, officer or director, past, present, or future, of the Company, either directly or through the Company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder hereof by the acceptance of this bond and being likewise waived and released by the holder hereof ~~by the acceptance of this bond and being likewise waived and released~~ by the terms of the Mortgage. This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the office of the Trustee in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and upon any such transfer a new registered bond without coupons, of the same series and for the same aggregate principal amount will be issued to transferee in exchange herefor. Coupon bonds and registered bonds without coupons of this series are interchangeable in the manner and upon the conditions prescribed in the Mortgage. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor under the Mortgage of the certificate endorsed hereon.

IN WITNESS WHEREOF, Wisconsin Power and Light Company has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this.....day of....., 19.....

WISCONSIN POWER AND LIGHT COMPANY,

By.....

.....President.

Attest:

.....

.....Secretary.

AND WHEREAS, the Company desires, in accordance with the provisions of paragraph (e) of Section 10 of Article II of the Mortgage, to execute a supplemental indenture limiting the aggregate principal amount of bonds of Series F at any one time outstanding to an amount stated in said supplemental indenture; and

WHEREAS, the execution and delivery of this supplemental indenture has been duly authorized by the Board of Directors of the Company by resolution duly adopted by said Board at a meeting duly called and held on the 6th day of December, 1928; and

WHEREAS, the Company has requested and does hereby request the Trustees to join with the Company in the execution and delivery of this supplemental indenture;

NOW, THEREFORE, in pursuance of the power and authority conferred by the Mortgage and in consideration of the premises and of the acceptance and purchase of the bonds of Series F by the holders thereof and of the sum of One Dollar paid by the Trustees to the Company, receipt whereof is hereby acknowledged, the Company covenants and agrees that the aggregate principal amount of the bonds of Series F at any one time outstanding shall not exceed Ten Million Dollars ($10,000,000).

The provisions of this supplemental indenture shall extend to and shall bind and apply to and inure to the benefit of the successors and assigns of the respective parties hereto near or remote.

This supplemental indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Wisconsin Power and Light Company has caused this instrument to be executed in its corporate name by its President or one of its Vice-Presidents, and to be countersigned by its Secretary or an Assistant Secretary, and its corporate seal to be hereto affixed, and said Continental National Bank and Trust Company of Chicago has caused this instrument to be executed in its corporate name by its President or a Vice-President, and to be countersigned by its Secretary or an Assistant Secretary, and its corporate seal to be hereto affixed, and said William P. Kopf has signed and sealed this instrument, all as of the day and year first above written.

WISCONSIN POWER AND LIGHT COMPANY,

By....Marshall E. Sampsell.....
President.

Countersigned:

Leroy J. Clark
.....
Secretary.

CORPORATE SEAL

Executed by said Wisconsin Power
and Light Company in the presence of:

O. B. Dendtler

L. L. Quesnoy.
.....
Witnesses

CONTINENTAL NATIONAL BANK AND TRUST COMPANY OF CHICAGO,

By.....W. P. Kopf.....
Vice-President.

Countersigned:

H. P. Smith
.....
Assistant Secretary

Executed by said Continental
National Bank and Trust Company
of Chicago in the presence of:

V. P. Nelson.

Fred T. Dean.
Witnesses.

CORPORATE SEAL

.....WILLIAM P. KOPF (SEAL)

Executed by said William P. Kopf in

the presence of:

V. P. Nelson

Fred T. Dean

Witnesses.

STATE OF ILLINOIS,)
ss:
COUNTY OF COOK.)

I, C. M. Schwarz, a Notary Public in and for said County in the State aforesaid, do hereby certify that Marshall E. Sampsell, the President of WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation, and Leroy J. Clark, the Secretary of said corporation, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and who are both personally known to me to be the President and the Secretary, respectively, of said corporation, appeared before me this day in person and severally acknowledged that the seal affixed to said instrument is the corporate seal of said WISCONSIN POWER AND LIGHT COMPANY and was affixed by order of the Board of Directors of said corporation, and that they signed, sealed and delivered said instrument as their free and voluntary act as such President and Secretary, respectively, of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of December, A. D. 1928.

C. M. Schwarz
.....
Notary Public

NOTARIAL SEAL

My commission expires Mar. 19, 1930.

STATE OF ILLINOIS,)
SS.:
COUNTY OF COOK.)

I, Ernst C. Schmidt, a Notary Public in and for said County in the State aforesaid, do hereby certify that W. P. Kopf, a Vice-President of CONTINENTAL NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation organized and existing under the laws of the United States of America, and H. P. Smith, an Assistant Secretary of said corporation, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, and who are both personally known to me to be a Vice-President and an Assistant Secretary, respectively, of said corporation, appeared before me this day in person and severally acknowledged that the seal affixed to said instrument is the corporate seal of said Continental National Bank and Trust Company of Chicago, and was affixed by order of the Board of Directors of said corporation, and that they signed, sealed and delivered said instrument as their free and voluntary act as such Vice-President and Assistant Secretary, respectively, of said corporation, and asthe free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of December, A. D. 1928.

Ernst C. Schmidt.

Notarial Seal. Notary Public.

My commission expires May 7, 1929.

STATE OF ILLINOIS,)
COUNTY OF COOK.) ss:

I, ERNST C. SCHMIDT, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM P. KOPF, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of December, A. D. 1928.

ERNST C. SCHMIDT

Notary Public.

NOTARIAL SEAL.

My commission expires May 7, 1929.

State of Wisconsin } ss.
DEPARTMENT OF STATE

Received this 28th day of Dec. A. D. 1928 at 10 o'clock A. M. and recorded in Vol. 106 of R.R. Mtge. Etc. on page 319-328, Inc.
Theodore Dammann
Secretary of State

State of Wisconsin } ss.
DEPARTMENT OF STATE

Received this ..... day of ..... A. D. 19.. at ..... o'clock ..M. and recorded in Vol. ..... of ..... on page .....
Assistant Secretary of State

Executed in 35 Counterparts

No. 12.

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CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY

We, R. M. Calkins, Vice President, and T. W. Burtness, Secretary, of Chicago, Milwaukee and St. Paul Railway Company, a Wisconsin corporation, do hereby certify that at a special meeting of the stockholders of said Chicago, Milwaukee and St. Paul Railway Company, duly called and held at the office of the Company in Milwaukee, Wisconsin, on the 28th day of December, 1928, at which meeting there were present, in person or by proxy, stockholders holding 2,318,677 shares of the entire capital stock of 2,332,518 share of the Company issued and outstanding, the following resolutions were submitted to the meeting:

"RESOLVED, that the first paragraph of the Second Article of Association of the Company be amended so that such paragraph, as so amended, shall read as follows:

'Second. The number of directors shall be five, and each director from and after ninety days from this date shall own at least one hundred shares of the capital stock of this Corporation: and if, at any time, any director shall cease to own such amount, he shall be disqualified from being such director, and his office shall be from thenceforth vacant.';

"RESOLVED that the first paragraph of the Seventh Article of Association of the Company be amended so that such paragraph, as so amended, shall read as follows:

'Seventh. The immediate government and direction of the affairs of the Company shall be vested in a board of five directors. At each annual election the stockholders of the Company shall elect five directors who shall hold office until the next annual election and until their successors are elected and qualified;'

"RESOLVED, that the second paragraph of the Seventh Article of Association of the Company be amended so that such paragraph, as so amended, shall read as follows:

'The Board of Directors shall elect one of their number as President, who shall perform such duties as may of the Company; also one or more Vice-Presidents, who from time to time, be assigned to them by the President or the Board of Directors; also a Secretary, a Treasurer, such Assistant Secretaries and such other officers as the Board of Directors may deem to be necessary. A majority of the directors of the Company shall constitute a quorum to transact business; a less number may adjourn from time to time;'

"RESOLVED, that the fourth paragraph of the Seventh Article of Association of the Company be amended so that such paragraph, as so amended, shall read as follows:

'In case it shall so happen that an election of directors shall not be made on the day appointed for that purpose, said Corporation shall not for that cause be dissolved, but said election may be had on any day to which the stockholders shall adjourn or which shall be appointed by the directors. And said directors shall have power to fill any vacancy which may occur in their board by death, resignation or otherwise;'"

that a vote was taken upon the adoption of the foregoing resolutions and, it appearing that the holders of 2,318,677 shares of the entire capital stock of 2,332,518 shares of the Company issued and outstanding had voted in favor of the foregoing resolutions and that there were no shares opposed thereto, the Chairman of the meeting declared said resolutions unanimously adopted.

And we do further certify that the foregoing is a full, true and complete copy of said resolutions and of the whole thereof, as the same appear on the books of the Company.

IN WITNESS WHEREOF, we have caused this certificate of amendment to be executed in the name, and under the corporate seal, of Chicago, Milwaukee and St. Paul Railway Company, in the City of Milwaukee, Wisconsin, this 28th day of December, 1928.

(SEAL)

CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY.

BY R. M. Calkins
Vice President.

Attest:

T. W. Burtness
Secretary.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 28th day of December, 1928, the above named R. M. Calkins, Vice President, and T. W. Burtness, Secretary, of Chicago, Milwaukee and St. Paul Railway Company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

WITNESS my hand and notarial seal the day and year last aforesaid.

(NOTARIAL SEAL)

ARTHUR J. SCHMID
Notary Public, Milwaukee Co., Wisconsin. My Commission expires Oct. 9, 1932

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 19th day of Jan. A. D. 1929 at 9 o'clock A. M. and recorded in Vol. 27 of R R Mtgs, Etc., on page 329-330
Robert L. Siebecker
Assistant Secretary of State

Indexed 9-32

PARTIAL RELEASE

HARRIS TRUST & SAVINGS BANK

AS TRUSTEE

TO

WISCONSIN GAS & ELECTRIC COMPANY

WHEREAS, Wisconsin Gas & Electric Company, a Wisconsin corporation, has executed and delivered to Harris Trust and Savings Bank, as Trustee, its First Mortgage and Deed of Trust, dated June 1, 1912, to secure the payment of principal and interest of certain bonds issued and to be issued thereunder, which said First Mortgage and Deed of Trust was recorded on the 14th day of October, 1912, in the Office of the Register of Deeds in and for Racine County, Wisconsin, in Volume 98 of Mortgages, on page 5, and on the 15th day of October, 1912, in the Office of the Secretary of the State of Wisconsin in Volume 16 Railroad Mortgages and Trust Deeds page 412; and

WHEREAS, Wisconsin Gas & Electric Company executed and delivered to Harris Trust and Savings Bank, as Trustee, a Supplemental Mortgage, dated November 3, 1915, which said Supplemental Mortgage was duly recorded in the Office of the Register of Deeds in and for Racine County, in the State of Wisconsin, on the 16th day of December, 1915, in Volume 129 of Mortgages, on page 483; and

WHEREAS, said Harris Trust and Savings Bank, as Trustee, has been requested by said Wisconsin Gas & Electric Company to release from the lien of said Mortgage and of said Supplemental Mortgage the property hereinafter described, which is subject to the lien of said Mortgage and of said Supplemental Mortgage,

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.) to it in hand paid by the Wisconsin Gas & Electric Company said Harris Trust and Savings Bank, as such Trustee, does hereby release from the lien and operation of said First Mortgage and Deed of Trust, dated June 1, 1912, and from said Supplemental Mortgage, dated November 3, 1915, the following described property, to wit;

The right in perpetuity to flow and reflow and to have and to keep the following described premises, to wit: South west quarter of Southwest quarter (SW¼ of SW¼), Section Sixteen (16), Township Thirty-Eight (38) North, Range Twenty-Eight (28) West, Menominee County, Michigan, covered with water from the Menominee River so far as the presence of water upon said land, or any part thereof, or any part of any thereof shall result from maintaining a dam to be located upon or across Lot five (5) or Lot six (6), Section Twenty-Four (24), or Lot one (1), Section Twenty-Five (25), Township Thirty-Seven (37) North, Range Twenty-One (21) East, in Marinette County, Wisconsin, to a point in fractional Section Twenty-Five (25), Township Thirty-Eight (38) North, Range Twenty-Nine (29) West, in Menominee County, Michigan, or any dam at or near the location above mentioned constructed to renew or replace said contemplated dam.

IN WITNESS WHEREOF, Harris Trust and Savings Bank, as Trustee under said First Mortgage, dated June 1, 1912, and as Trustee under said Supplemental Mortgage, dated November 3, 1915, has caused these presents to be signed in its corporate name by its Vice President, hereunto duly authorized, and its corporate seal to be hereunto duly affixed and attested by its Assistant Secretary this 14th day of January, 1929.

Signed, Sealed and
Delivered In Presence
of:

Rob't Blackburn

James K. Goodwine

HARRIS TRUST AND SAVINGS BANK, as Trustee under First Mortgage of Wisconsin Gas & Electric Company, executed to Harris Trust and Savings Bank, as Trustee, dated June 1, 1912, and as Trustee under Supplemental Mortgage of Wisconsin Gas & Electric Company executed to Harris Trust and Savings Bank, as Trustee, dated November 3, 1915.

By Guy E. Reed

Its Vice President

ATTEST:

W. H. Milsted

Its Assistant Secretary

STATE OF Illinois)
) ss (SEAL)
County of Cook)

On the 14th day of January, 1929, before me personally appeared Guy E. Reed and W. H. Milsted, to me personally known, who, being by me severally duly sworn did say that Guy E. Reed is Vice President and W. H. Milsted is Asst Secretary of the Harris Trust and Savings Bank, as Trustee under First Mortgage of Wisconsin Gas & Electric Company, executed to Harris Trust and Savings Bank, as Trustee, dated June 1, 1912, and of Harris Trust and Savings Bank, as Trustee under Supplemental Mortgage by Wisconsin Gas & Electric Company executed to Harris Trust and Savings Bank, as Trustee, dated November 3, 1915, and that the seal affixed to the foregoing instrument is the corporate seal of said Harris Trust and Savings Bank, as Trustee; that said instrument was signed and sealed in behalf of said Harris Trust and Savings Bank, as Trustee, by authority of its Board of Directors, and said Guy E. Reed and W. H. Milsted severally acknowledged said instrument to be the free act and deed of said Harris Trust and Savings Bank, as Trustee,

T. S. Kiley

(NOTARIAL SEAL)

NOTARY PUBLIC,
County of Cook
State of Illinois

(My commission expires Dec 4, 1930)

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 21 st day of
January A. D. 1929 at 10:30
o'clock A.M. and recorded in Vol.
27 of R. R. Mtges. Etc.
on page 331 & 332
Robert L. Siebecker
Assistant Secretary of State

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SUPPLEMENTAL AGREEMENT

between

PULLMAN CAR & MANUFACTURING CORPORATION,

NORTHERN REFRIGERATOR CAR COMPANY,

NORTHERN REFRIGERATOR LINE, Inc.,

and

THE PULLMAN COMPANY

Dated January 19, 1929

THIS SUPPLEMENTAL AGREEMENT, dated the nineteenth day of January, 1929, by and between PULLMAN CAR & MANUFACTURING CORPORATION (hereinafter called Trustee), NORTHERN REFRIGERATOR CAR COMPANY (hereinafter called the Vendee), NORTHERN REFRIGERATOR LINE, INC., (hereinafter called Assignee) and THE PULLMAN COMPANY (hereinafter called Beneficiary),

Witnesseth:

WHEREAS, a Conditional Sale Agreement dated February 1, 1926, covering the manufacture, sale and purchase of five hundred (500) 40-foot, steel underframe, refrigerator cars, with 40-ton capacity trucks, numbered 6000 to 6499, both inclusive, was entered into by and between the Trustee, therein called Vendor, and the Vendee, which said Conditional Sale Agreement was thereafter duly recorded and/ or filed, as provided by law, at the times and in the following public offices, to wit:

In the office of the Secretary of State of Illinois, February 15, 1926, in book 59 of Railroad Records, pages 235 to 241, inclusive;

In the office of the Secretary of State of Wisconsin, February 16, 1926, in volume 25 of Railroad Mortgages, on pages 229 to 240, inclusive;

In the office of the Secretary of State of Indiana, February 19, 1926, in book 18 of Railroad Equipment Agreements, on pages 332 to 340, inclusive, and

WHEREAS, in lieu of a cash down payment on said cars the Vendee, in and by said Conditional Sale Agreement, covenanted and agreed that all the right, title, interest and equity of the Vendee in certain other refrigerator cars, to wit, five hundred (500) 40-foot, steel underframe, refrigerator cars, numbered 5000 to 5499, both inclusive, theretofore manufactured and conditionally sold and delivered to the Vendee by The Pullman Company under and in accordance with a certain other Conditional Sale Agreement, dated May 26, 1924, and recorded and / or filed, according to law, at the times and in the following public offices, to wit:

In the office of the Secretary of State of Illinois, June 19, 1924, in book 57 of Railroad Records, pages 255 to 260, inclusive;

In the office of the Secretary of State of Wisconsin, June 20, 1924, in volume 24 of Railroad Mortgages, pages 379 to 388, inclusive;

In the office of the Secretary of State of Indiana, June 17, 1924, in book 16 of Railroad Equipment Agreements, pages 424 to 430, inclusive,

should pass under and be and become subject to the payments and to all the terms, conditions and obligations provided in the Conditional Sale Agreement first hereinabove mentioned; the Trustee, then having, by assignment from The Pullman Company, dated

January 16, 1926, become the owner of all of the then unpaid promissory notes evidencing the then outstanding deferred installments of purchase price due according to the terms and conditions of said Conditional Sale Agreement dated May 26, 1924, and of all the right and interest of The Pullman Company in said Conditional Sale Agreement last mentioned; and

WHEREAS, in and by a certain Supplemental Agreement, dated April 15, 1928, between the Trustee and the Vendee, which said Supplemental Agreement was thereafter duly recorded and / or filed, as provided by law, at the times and in the following public offices, to wit:

In the office of the Secretary of State of Illinois, May 2, 1928;

In the office of the Secretary of State of Wisconsin, April 28, 1928, in volume 26 of Railroad Mortgages on pages 586 to 591, inclusive;

In the office of the Secretary of State of Indiana, May 16, 1928, in book 22 of Railroad Equipment Agreements, at pages 102 to 106, inclusive;

it was provided that certain of the car numbers of the cars manufactured and sold to the Vendee under the said Conditional Sale Agreement dated May 26, 1924, and numbered 5000 to 5499, both inclusive, should be changed to certain substituted car numbers as in said Supplemental Agreement set forth; and

WHEREAS, it is provided in the Conditional Sale Agreement first hereinabove mentioned, dated February 1, 1926, that the Trustee, therein called Vendor, might assign all or any part of the deferred installments of purchase price therein provided to be paid, and that in the event that the Trustee should assign or transfer said deferred installments, then all the rights, powers, privileges and remedies therein given and reserved to the Trustee, should remain and be in the Trustee to be held and exercised as trustee of an express trust, but in its own name, for the use and benefit of all parties in interest; and

WHEREAS, on or about July 27, 1927, the Trustee sold, transferred and assigned to said Beneficiary, all of the deferred installments of purchase price then outstanding, and duly endorsed and delivered to said Beneficiary all of the then unpaid promissory notes of the Vendee, evidencing the deferred installments then due under and in accordance with the terms and provisions of said Conditional Sale Agreement dated February 1, 1926, and said Beneficiary is now the legal holder and owner of all of said unpaid promissory notes; and

WHEREAS, all of the indebtedness due by the Vendee under said Conditional Sale Agreement, dated May 26, 1924, has been fully paid, and there is still due from the Vendee under the terms of said Conditional Sale Agreement dated February 1, 1926, the sum of $672,381.92, evidenced by the 28 promissory notes of the Vendee numbered D-33 to 60, both inclusive, each for the sum of $24,013,64, payable on the 15th day of each calendar month from February 15, 1929, to May 15, 1931, both inclusive, and there is now vested in the Trustee all the property and title in and to all of the cars covered by said Conditional Sale Agreements, dated May 26, 1924, and February 1, 1926, in accordance with the agreements and conditions of said last named Conditional Sale Agreement; and

WHEREAS, the Vendee desires to assign all of its right and interest in said Conditional Sale Agreements dated May 26, 1924, and February 1, 1926, and all of its right and equitable interest in and to the cars covered by said Conditional Sale Agreements, respectively, to the Assignee; and

WHEREAS, the Assignee desires to acquire the interest of said Vendee in said Conditional Sale Agreements, respectively, and all of the right, claim and equitable interest of said Vendee in and to the cars covered by said Conditional Sales Agreements, respectively, and

WHEREAS, the Trustee and the Beneficiary are willing to consent to such assignment from the Vendee to the Assignee, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed between the parties hereto as follows:

1. The Vendee hereby sells, assigns and transfers to the Assignee all interest of every nature whatsoever which the Vendee has in the above named Conditional Sale Agreements, respectively, and all right, claim and interest of any nature whatsoever which the Vendee has or which it may hereafter acquire in the cars covered by said Conditional Sale Agreements, Respectively.

2. The Assignee hereby agrees to assume and pay all of said unpaid indebtedness of the Vendee as above mentioned, and to assume and pay each and every of the outstanding promissory notes of the Vendee evidencing such indebtedness by an endorsement thereon in the following form to be stamped upon each of said promissory notes:

"For value received, Northern Refrigerator Line, Inc., agrees to pay the amount of the within note at the time and in the manner therein stated."

which said endorsement shall be signed by the President of the Assignee after he has been duly authorized so to do by a resolution duly passed by the directors of the Assignee and a certified copy of such resolution delivered to the Trustee.

The Assignee hereby further agrees to assume and be bound by and to perform fully and promptly all of the other agreements, covenants and obligations of every nature whatsoever assumed and agreed to be performed by the Vendee in said Conditional Sale Agreements above mentioned, respectively.

3. The Trustee and the Beneficiary hereby consent to the foregoing assignment from the Vendee to the Assignee, subject, however, to all the terms, agreements and conditions of said Conditional Sale Agreements above mentioned, respectively.

4. Notwithstanding anything contained herein, it is expressly agreed that the title to all of the cars covered by said Conditional Sale Agreements dated May 26, 1924, and February 1, 1926, shall be and remain in the Trustee as provided in said Conditional Sale Agreements, respectively, until the Assignee shall have made the above payments and shall have fully complied with all of the covenants, agreements and obligations assumed and agreed by the Vendee to be performed in said Conditional Sale Agreements, respectively.

5. The Assignee further agrees that upon the execution of this supplemental Agreement it will forthwith cause the same or a counterpart thereof to be duly recorded and/or filed in such public offices as may be required by the Trustee, and will do such other acts as the law may require, in order that the title of the Trustee to the cars covered by said Conditional Sale Agreements, respectively, as well as any interest therein of the holders of said promissory notes, during the life of said Conditional Sale Agreements, respectively, may be fully protected and maintained.

6. It is further agreed that upon payment by the Assignee of all of said outstanding promissory notes, and upon the performance by the Assignee of all of the other covenants, obligations and agreements assumed and agreed to be performed by the Vendee

in said Conditional Sale Agreements, respectively, the title to all of said cars covered by said Conditional Sale Agreements dated May 26, 1924, and February 1, 1926, shall pass to and vest in the Assignee, and the Trustee will thereupon execute at the instance of the Assignee any bill of sale or other instrument which may be reasonably required by the Assignee as evidenc of its title to said cars and of its compliance with the terms of said Conditional Sale Agreements, respectively.

7. It is further expressly agreed that all of the terms, conditions and agreements of said Conditional Sale Agreements dated May 26, 1924, and February 1, 1926, respectively, shall be and remain in full force and effect except as herein specifically modified or changed.

8. This Supplemental Agreement may be simultaneously executed in a number of typewritten or printed counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed in their corporate names, respectively, by their respective proper officers thereunto duly authorized and their respective corporate seals to be affixed, attested by their respective Secretaries or Assistant Secretaries as of the day and year first above written.

PULLMAN CAR & MANUFACTURING CORPORATION,

By C. A. Liddle
President.

CORPORATE SEAL

Attest:

S. W. Gehr
Secretary.

In the presence of:

D. E. Luce

M. K. Hoppe

NORTHERN REFRIGERATOR CAR COMPANY,

By Chas. O'Hara
President.

CORPORATE SEAL

Attest:

D. J. O'Connor
Secretary.

In the presence of:

Frederic Sammond

Hannah Kellner

NORTHERN REFRIGERATOR LINE, INC.,

By Chas. O'Hara
President.

CORPORATE SEAL

Attest:

D. J. O'Connor
Secretary.

In the presence of:

Frederic Sammond

Hannah Kellner

THE PULLMAN COMPANY,

By D. A. Crawford
Executive Vice President.

CORPORATE SEAL

Attest: J. F.Kane
Secretary.

In the presence of:

D. E. Luce

M. K. Hoppe

STATE OF ILLINOIS,)
ss.
COUNTY OF COOK.)

I, the undersigned, a Notary Public of said State, in and for and residing in said county, DO HEREBY CERTIFY that on this 19th day of January, 1929, personally appeared before me C. A. Liddle and S. W. Gehr, to me personally known to be the identical persons whose names are subscribed to the above instrument in writing, bearing date the 19th day of January, 1929, as President and Secretary, respectively, of Pullman Car & Manufacturing Corporation, a corporation described in said agreement and one of the makers thereof, and being by me duly sworn did depose and say that they are the President and Secretary, respectively, of said Corporation, authorized by said Corporation to execute and acknowledge deeds, contracts and other writings of said Corporation; and that the seal affixed to said instrument is the corporate seal of said Corporation; that said instrument was signed and sealed by them on behalf of said Corporation, by its authority duly given, and they acknowledged the said instrument to be the act and deed of said Corporation, and by them as its President and Secretary, respectively, thereunto duly authorized, voluntarily done and executed, and that they signed, sealed and delivered the said instrument as the free and voluntary act of said Corporation, and as their own free and voluntary act as such President and Secretary, respectively, for the uses and the purposes therein set forth.

GIVEN.under my hand and seal of office the day and year first above written.

ALBERT W. LORENZ

Notary Public.

NOTARIAL SEAL

My commission expires Sept. 22, 1931.

STATE OF WISCONSIN,)
ss.
COUNTY OF MILWAUKEE.)

I, the undersigned, a Notary Public of said State, in and for and residing in said county, DO HEREBY CERTIFY that on this 19th day of January, 1929, personally appeared before me Chas. O'Hara and D. J. O'Connor, to me personally known to be the identical persons whose names are subscribed to the above instrument in writing, bearing date the 19th day of January, 1929, as President and Secretary, respectively, of Northern Refrigerator Car Company, a corporation described in said agreement and one of the makers thereof, and being by me duly sworn did depose and say that they are the President and Secretary, respectively, of said corporation , authorized by said

corporation to execute and acknowledge deeds, contracts and other writings of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and seal by them on behalf of said corporation, by its authority duly given, and they acknowledged the said instrument to be the act and deed of said corporation, and by them as its President and Secretary, respectively, thereunto duly authorized, voluntarily done and executed, and that they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, and as their own free and voluntary act as such President and Secretary, respectively, for the uses and the purposes therein set forth.

GIVEN under my hand and seal of office the day and year first above written.

Hannah Kellner

Notary Public.

NOTARIAL SEAL

Milwaukee Co. Wis.

My commission expires Aug. 14, 1932.

STATE OF WISCONSIN,)
County of Milwaukee.) ss.

I, the undersigned, a Notary Public of said State, in and for and residing in said county, DO HEREBY CERTIFY that on this 19th day of January, 1929, personally appeared before me Chas. O'Hara and D. J. O'Connor, to me personally known to be the identical persons whose names are subscribed to the above instrument in writing, bearing date the 19th day of January, 1929, as President and Secretary, respectively, of Northern Refrigerator Line, Inc., a corporation described in said agreement and one of the makers thereof, and being by me duly sworn did depose and say that they are the President and Secretary, respectively, of said corporation, authorized by said corporation to execute and acknowledge deeds, contracts and other writings of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed by them on behalf of said corporation, by its authority duly given, and they acknowledged the said instrument to be the act and deed of said corporation , and by them as its President and Secretary, respectively, thereunto duly authorized, voluntarily done and executed, and that they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, and as their own free and voluntary act as such President and Secretary, respectively, for the uses and the purposes therein set forth.

GIVEN under my hand and seal of office the day and year first above written.

HANNAH KELLNER

Notary Public.

NOTARIAL SEAL.

My commission expires Aug. 14, 1932.

STATE OF ILLINOIS,)
County of Cook.) ss.

I, the undersigned, a Notary Public of said State, in and for and residing in said county, DO HEREBY CERTIFY that on this 19th day of January, 1929, personally appeared before me D. A. Crawford and J. F. Kane, to me personally known to be the identical persons whose names are subscribed to the above instrument in writing, bearing date the 19th day of January, 1929, as Executive Vice President and Secretary, respectively, of The Pullman Company, a corporation described in said agreement and one of the makers thereof, and being by me duly sworn did depose and say that they are the Executive Vice President and Secretary, respectively, of said corporation, authorized by said corporation to execute and acknowledge deeds, contracts and other writings of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed by them on behalf of said corporation, by its authority duly given, and they acknowledged the said instrument to be the act and deed of said corporation, and by them as its Executive Vice President and Secretary, respectively, thereunto duly authorized, voluntarily done and executed, and that they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, and as their own free and voluntary act as such Executive Vice President and Secretary, respectively, for the uses and the purposes therein set forth.

GIVEN under my hand and seal of office the day and year first above written.

ALBERT W. LORENZ

Notary Public.

NOTARIAL SEAL

My commission expires Sept. 22, 1931.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 26th day of
Jan. A. D. 1929 at 8:45
o'clock A.M. and recorded in Vol.
27 of R. R. Mtgs. Etc.
on page 333-339 Incl.
229
Assistant Secretary of State

Intend 108a

THE FARMERS' LOAN AND TRUST COMPANY

and

JAMES H. PERKINS

Trustees

to

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

L E A S E

Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1917

LEASE AND AGREEMENT, made and entered into this first day of November, 1928, by and between THE FARMERS' LOAN AND TRUST COMPANY and JAMES H. PERKINS, as Trustees, hereinafter called "the Trustees," parties of the first part, and the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, hereinafter called "the Railway Company," party of the second part.

WHEREAS, by a certain agreement dated February 5, 1917, and by a certain agreement supplemental thereto dated June 1, 1920, (which agreements for convenience are hereinafter in this lease together referred to as the Trust Agreement) executed by John D. Caldwell, Charles Jensch, Charles P. Nash and W. H. Thorn, Vendors, The Farmers' Loan and Trust Company, and Edwin S. Marston, Trustees, and said Railway Company, there was established the "Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1917," under which it was provided that railway equipment should be from time to time, as requested by the President of the Railway Company, acquired by the Vendors, and transferred or caused to be transferred to the Trustees, and leased by the Trustees to the Railway Company upon the terms and subject to the conditions therein set forth, and upon such lease being made of such equipment to the Railway Company, the Trust Company, Trustee, should issue to the Vendors certificates in amount not to exceed the cost of the said equipment, and that the aggregate of all said certificates should not at any one time exceed five million dollars ($5,000,000), which said certificates should be substantially in the form therein set forth, and should receive interest and be payable as therein provided; and

WHEREAS, James H. Perkins is the duly appointed successor individual Trustee under said Equipment Trust Agreement, in place of Edwin S. Marston, deceased; and

WHEREAS, the Vendors have, pursuant to the provisions of said last mentioned agreement, transferred or caused to be transferred to the Trustees the equipment hereinafter described, the title to which is now vested in them thereunder;

NOW, THEREFORE, in consideration of one dollar to the Trustees in hand paid by the Railway Company, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and promises herein contained, and in pursuance of said trust agreement, the parties hereto agree as follows:

FIRST.

The Trustees hereby lease to the Railway Company for the term of ten years from November 1, 1928, to wit, until the 1st day of November, 1938, the said railway equipment, described as follows:

SCHEDULE OF EQUIPMENT.

Number of Vehicles	Description	Marked	Numbered
250	40-ton, Steel Under and Upperframe Stock Cars	C.ST.P.M.&O. Ry. Co.	26001 to 26499, inclusive (odd numbers only)
200	50-ton, Steel Gondola Cars	Do	117001 to 117399, inclusive (odd numbers only)

all of which equipment has been transferred by said Vendors to the Trustees, and is represented by equipment trust certificates, Series G, pursuant to said trust agreement.

There is attached to each of the above mentioned cars and locomotives , on each side thereof, the plate or mark called for by said trust agreement, establishing said "Chicago, Saint Paul , Minneapolis and Omaha Railway Company Equipment Trust of 1917," showing the title thereto to be in the Trustees as Owners and Lessors thereof.

Second.

The Railway Company, subject to the terms and conditions hereof by it to be observed, shall have full possession and use of said Equipment during the term hereby granted, and it agrees to maintain said equipment in proper repair during the term of this lease, and to replace any of it which may be destroyed from any cause whatever, during the term, by other equipment of equal value and similar character.

Third.

The Railway Company agrees that it will cause to be fixed and retained upon each of the cars and other structures constituting said equipment, during the continuance of this lease, a plate, mark or insignia of ownership, having the words "The Farmers' Loan and Trust Company of New York, and James H. Perkins, Trustees, Owners and Lessors, C.,St. P., M. & O. Ry. Co. Equipment Trust of 1917, Series G ."

Fourth.

The Railway Company covenants that it will indemnify and protect the Trustees in the use of any and all patented inventions employed in and about the said equipment; that it will comply with all lawful requirements as to the use of air brakes and other appliances with respect to the leased equipment, and will furnish to said Trustees in every year during the continuance of this lease, an accurate statement of the equipment covered hereby in actual service, the number and description of such as may have been destroyed and substituted and then undergoing repair, and that it will allow the Trustees, by their duly authorized agent, to inspect said equipment at any time during the term hereby granted.

Fifth.

It further covenants and agrees to pay to the Trust Company, Trustee, for the use of said equipment during the said term, and for the rights herein granted to it, an annual rental which shall be sufficient to pay and discharge the following items:

(a) All the necessary expenses of the trust connected with said series of said e-

quipment trust certificates.

(b) All taxes, licenses and dues, federal, state and municipal, which may be levied upon or assessed against the equipment covered by this lease or against the Trustees on account thereof.

(c) Interest on all outstanding and unmatured certificates of the series issued as aforesaid under said trust agreement, in connection with and accompanying the transfer to the Trustees of the equipment covered by this lease, to wit, "Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1917, Certificate Series G, dated November 1, 1928," at the rate provided for in said certificates, as such interest payments shall severally fall due.

(d) An annual sum equal to one-tenth of the principal of said Series of said certificates, payable on the first day of November in each year during said term, commencing November 1, 1929.

Sixth.

The Trust Company, Trustee, covenants that it will apply the rentals so by it received to the payment of expenses, taxes, interest payments and certificates as they shall respectively become due.

Seventh.

It is understood and agreed that the Trustees shall retain the full legal title to the equipment covered by this lease and to all of it until the Railway Company shall have fully complied with all the provisions of said trust agreement therein contained with respect to the equipment hereby leased, and with all of the agreements herein contained and shall have made all of the payments herein provided for, and that upon the termination of this lease and the performance by the Railway Company of its covenants and obligations hereunder, the Trustees shall convey and transfer to it all of the equipment covered hereby, which shall thereafter be and become the absolute property of said Railway Company, and shall be thereafter owned and enjoyed by it free from any right or interest therein of the Trustees or of the holders of said certificates.

Eighth.

In case the Railway Company shall make default in the payment of any part of the said rentals for more than ninety days after the same have become due and payable, or shall fail to perform any agreement herein on its part to be performed for more than ninety days after the Trustees shall have demanded performance thereof, the Trustees may, at their option, and on the request of the holders of a majority in amount of the outstanding certificates of the series issued in connection with this lease, as provided in said equipment trust agreement, and upon being properly indemnified, shall, declare the principal of all of said outstanding certificates of said series to be due and payable, whereupon the same shall become and be due and payable immediately, and in the same manner may or shall terminate this lease and shall by their agent take possession of all said equipment and sell the same, or such part thereof as may be necessary to perform and fulfill the trusts under said trust agreement with respect to the said series of said trust certificates, in their discretion, and shall otherwise proceed to exercise and enforce their rights and the rights of the holders of said series of said certificates under said trust agreement and under this lease in the manner therein and herein provided.

Instead of and in addition to the exercise of the powers in case of default hereinbefore specified, the Trustees may invoke any legal or equitable remedy.

Ninth.

This lease is made under and pursuant to said agreement of February 5, 1917, establishing the "Chicago, Saint Paul, Minneapolis and Omaha Railway Company Equipment Trust of 1917" and said agreement supplemental thereto dated June 1, 1920, and is to be construed, observed and enforced in connection therewith, and is in all things subject thereto. The Trustees shall be entitled to the immunities and shall be liable only to the extent and in the manner in said agreement set forth.

In order to facilitate the record of this indenture, the same may be simultaneously executed in seven 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.

IN WITNESS WHEREOF, The Farmers' Loan and Trust Company, one of the parties of the first part, has caused its corporate seal to be hereunto affixed and attested by its Secretary, and these presents to be signed in its name and behalf by its Vice President; and James H. Perkins, the other of the parties of the first part, has hereunto set his hand and seal, and the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, the party hereto of the second part, has caused this indenture 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; all upon the day and year first above written.

THE FARMERS' LOAN AND TRUST COMPANY,

By A. V. HEELY
Vice President.

(CORPORATE)
(SEAL)

Attest:

I. H. Meehan
Secretary.

In presence of:

Noel E. Hanf

Lloyd Downdes

JAMES H. PERKINS (SEAL)

In presence of:

Noel E. Hanf

Lloyd Downdes

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY,

By FRED W. SARGENT
Its President.

(CORPORATE SEAL)

Attest:

John D. Caldwell
Secretary.

In presence of:

W. W. Small

H. J. Dunham

STATE OF NEW YORK,)
CITY AND COUNTY OF NEW YORK) ss.

I, R. E. MORTON, a Notary Public in and for the City and County of New York, in the State of New York, DO HEREBY CERTIFY that on this 31st day of December, in the year 1928, before me, the subscriber, personally appeared Augustus V. Heely and Irving H. Meehan, Vice President and Secretary, respectively, of The Farmers' Loan and Trust Company, a corporation, and on said same day also appeared before me by its said officers the said The Farmers' Loan and Trust Company, being known to me to be the corporation whose name is subscribed to the foregoing instrument, and which executed the same as one of the parties of the first part; that Augustus V. Heely and Irving H. Meehan are personally known to me are known to me to be the Vice President and Secretary, respectively, of said The Farmers' Loan and Trust Company, and the identical persons whose names are subscribed to the foregoing instrument as Vice President and Secretary of said corporation; that said Augustus V. Heely and Irving H. Meehan then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the Vice President and Secretary, respectively, of said The Farmers' Loan and Trust Company, and in behalf of said corporation and by order of its Board of Directors, and that they were Vice President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of said The Farmers' Loan and Trust Company, and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said Augustus V. Heely and Irving H. Meehan then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such Vice President and Secretary, respectively, and as the free and voluntary act and deed of said The Farmers' Loan and Trust Company and for the uses and purposes in said instrument set forth.

And at the same time said Augustus V. Heely and Irving H. Meehan, being by me severally and duly sworn, did severally depose and say that they resided, the said Augustus V. Heely, in Plainfield, N. J. and the said Irving H. Meehan in Brooklyn, N. Y; that said The Farmers' Loan and Trust Company is a corporation; that they are and at the time of the execution of the foregoing instrument were the Vice President and Secretary, respectively, of said The Farmers' Loan and Trust Company,, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as Vice President and Secretary, respectively, of said corporation and in its behalf, and by order of its Board of Directors; and that the seal affixed to said instrument is the seal of said The Farmers' Loan and Trust Company and was so affixed by them by order of the Board of Directors of said corporation.

And I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of said The Farmers' Loan and Trust Company, and that said instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the City and County of New York, in the State of New York, on said 31st day of December, 1928.

R. E. MORTON
Notary Public in and for the City and County of New York, in the State of New York.

NOTARIAL SEAL

R. E. MORTON
Notary Public Rockland County
Cert. filed in N. Y. Co. No.1238 Reg. No. 0-842.
Commission expires March 30th, 1930.

STATE OF NEW YORK,)
CITY AND COUNTY OF NEW YORK.) ss.

I, R. E. MORTON, a Notary Public in and for the City and County of New York, in the State of New York, DO HEREBY CERTIFY that on this 31st day of December, in the year 1928, before me, the subscriber, personally appeared James H. Perkins, personally known to me and known to me to be the identical person whose name is subscribed to the foregoing instrument and who is described in the said instrument, and executed the same as one of the parties of the first part; and that said James H. Perkins then and there acknowledged that he signed, sealed and delivered and executed the foregoing instrument as his free and voluntary act and deed, and for the uses and purposes therein set forth.

And I further certify that said foregoing instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the City and County of New York, in the State of New York, on said 31st day of December, 1928.

R. E. MORTON
Notary Public in and for the City and County of New York, in the State of New York.

NOTARIAL SEAL

R. E. MORTON
Notary Public Rockland County
Cert. filed in N. Y. Co. No.1238 Reg. No.0-842.
Commission expires March 30th, 1930.

STATE OF NEW YORK,)
COUNTY OF NEW YORK.) (SS.

I, THOMAS M. FARLEY, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, that R. E. Morton, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of Dec., 1928.

(SEAL)

THOMAS M. FARLEY
Clerk.

STATE OF NEW YORK,)
CITY AND COUNTY OF NEW YORK) ss.

I, R. E. MORTON, a Notary Public in and for the City and County of New York, in the State of New York, DO HEREBY CERTIFY that on this 31st day of December, in the year 1928, before me, the subscriber, personally appeared Augustus V. Heely and Irving H. Meehan, Vice President and Secretary, respectively, of The Farmers' Loan and Trust Company, a corporation, and on said same day also appeared before me by its said officers the said The Farmers' Loan and Trust Company, being known to me to be the corporation whose name is subscribed to the foregoing instrument, and which executed the same as one of the parties of the first part; that Augustus V. Heely and Irving H. Meehan are personally known to me are known to me to be the Vice President and Secretary, respectively, of said The Farmers' Loan and Trust Company, and the identical persons whose names are subscribed to the foregoing instrument as Vice President and Secretary of said corporation; that said Augustus V. Heely and Irving H. Meehan then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the Vice President and Secretary, respectively, of said The Farmers' Loan and Trust Company, and in behalf of said corporation and by order of its Board of Directors, and that they were Vice President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of said The Farmers' Loan and Trust Company, and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said Augustus V. Heely and Irving H. Meehan then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such Vice President and Secretary, respectively, and as the free and voluntary act and deed of said The Farmers' Loan and Trust Company and for the uses and purposes in said instrument set forth.

And at the same time said Augustus V. Heely and Irving H. Meehan, being by me severally and duly sworn, did severally depose and say that they resided, the said Augustus V. Heely, in Plainfield, N. J. and the said Irving H. Meehan in Brooklyn, N. Y; that said The Farmers' Loan and Trust Company is a corporation; that they are and at the time of the execution of the foregoing instrument were the Vice President and Secretary, respectively, of said The Farmers' Loan and Trust Company,, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as Vice President and Secretary, respectively, of said corporation and in its behalf, and by order of its Board of Directors; and that the seal affixed to said instrument is the seal of said The Farmers' Loan and Trust Company and was so affixed by them by order of the Board of Directors of said corporation.

And I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of said The Farmers' Loan and Trust Company, and that said instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the City and County of New York, in the State of New York, on said 31st day of December, 1928.

R. E. MORTON
Notary Public in and for the City and County of New York, in the State of New York.

NOTARIAL SEAL

R. E. MORTON
Notary Public Rockland County
Cert. filed in N. Y. Co. No.1238 Reg. No. 0-842.
Commission expires March 30th, 1930.

STATE OF NEW YORK,)
CITY AND COUNTY OF NEW YORK.) ss.

I, R. E. MORTON, a Notary Public in and for the City and County of New York, in the State of New York, DO HEREBY CERTIFY that on this 31st day of December, in the year 1928, before me, the subscriber, personally appeared James H. Perkins, personally known to me and known to me to be the identical person whose name is subscribed to the foregoing instrument and who is described in the said instrument, and executed the same as one of the parties of the first part; and that said James H. Perkins then and there acknowledged that he signed, sealed and delivered and executed the foregoing instrument as his free and voluntary act and deed, and for the uses and purposes therein set forth.

And I further certify that said foregoing instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the City and County of New York, in the State of New York, on said 31st day of December, 1928.

R. E. MORTON
Notary Public in and for the City and County of New York, in the State of New York.

NOTARIAL SEAL

R. E. MORTON
Notary Public Rockland County
Cert. filed in N. Y. Co. No.1238 Reg. No.0-842.
Commission expires March 30th, 1930.

STATE OF NEW YORK,)
COUNTY OF NEW YORK.) (SS.

I, THOMAS M. FARLEY, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, that R. E. Morton, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of Dec., 1928.

(SEAL)

THOMAS M. FARLEY
Clerk.

STATE OF ILLINOIS,)
(ss.
COOK COUNTY.)

I, P. J. Sesterhenn, a Notary Public in and for said County in said State of Illinois, do hereby certify that on this 20th day of December, 1928, before me, the subscriber, personally appeared Fred W. Sargent and John D. Caldwell, to me personally known to be the President and Secretary, respectively, of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation, and to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively, of said corporation, and they then and there severally acknowledged that as such President and Secretary, respectively, they signed, sealed, executed and delivered the foregoing instrument pursuant to authority given by the Board of Directors of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, and further acknowledged that the seal attached to said foregoing instrument is the corporate seal of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company and was affixed to said instrument by authority of said Board of Directors, and further acknowledged said instrument to be the free and voluntary act of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company for the uses and purposes therein set forth; and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal as Notary Public aforesaid on this 20th day of December, 1928.

(NOTARIAL SEAL)

P. J. Sesterhenn
Notary Public in and for Cook County, Illinois.

My commission expires May 7th, 1930.

State of Illinois,)
(ss.
County of Cook.)

I, Robert M. zweitzer, County Clerk of the County of Cook, do hereby certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that P. J. Sesterhenn, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 20th day of December, 1928.

(SEAL)

Robert M. Zweitzer
County Clerk.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 19th day of February A. D. 1929 at 9:30 o'clock A.M. and recorded in Vol. 27 of R. R. Misc. Etc on page 340-346 Incl
Robert A. Siebecker
Assistant Secretary of State

Executed in 10 parts.
Counterpart No. 2. Indexed as

JOHN D. CALDWELL, CHARLES JENSCH, ARTHUR B. JONES and WALTER E. DUNHAM.

Vendors

UNITED STATES TRUST COMPANY OF NEW YORK

TRUSTEE

AND

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

A G R E E M E N T

Chicago and North Western Railway Company
Equipment Trust of 1929

THIS AGREEMENT, made this 22nd day of January, in the year 1929, by and between JOHN D. CALDWELL, CHARLES JENSCH, ARTHUR B. JONES and WALTER E. DUNHAM, hereinafter called "the Vendors," of the first part, UNITED STATES TRUST COMPANY OF NEW YORK, hereinafter called "the Trustee," of the second part, and the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, hereinafter called the "Railway Company," of the third part,

WITNESSETH:

WHEREAS, the Railway Company desires that additions to its equipment be provided to enable it to transport and care for the traffic which it handles as common carrier, and it has been deemed expedient to make provision therefor through the medium of an equipment trust;

NOW, THEREFORE, in order to carry that purpose into effect, and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

FIRST.

Upon request of the President of said Railway Company, the Vendors will, from time to time, cause to be built or acquired and delivered to the Trustee such equipment as may be specified in such requests. Such delivery may be made to any one or more officers or agents of said Railway Company as may be from time to time designated by the Trustee as its agent or agents to receive such delivery, and the certificates of any and every agent so designated shall be conclusive evidence of such delivery.

The Trustee will from time to time upon so receiving such equipment and upon the execution of leases thereof as herein provided, issue certificates, to be known as "Chicago and North Western Railway Company Equipment Trust of 1929, Certificate No....., Series....., dated....." to an amount not to exceed seventy-five per cent (75%) of the cost of the equipment so delivered to it; such cost to be conclusively established by the certificate in writing of the Vendors, which certificate shall state that the Trustee's title to such equipment is perfect and unencumbered, and shall be accompanied by bills of sale to the Trustee. The Trustee will also, from

time to time, upon deposit by the Vendors with it, or to its credit as Trustee hereunder, with such banks, bankers or trust companies as may be designated by the Vendors and approved by the President or a Vice President of the Trustee, of cash in amounts not less than $100,000 at any one time, issue and deliver to the Vendors certificates hereunder for the full amount of such deposit; and upon the transfer and delivery of equipment from time to time to the Trustee and the leasing thereof to the Railway Company as herein provided, the Trustee will repay or cause to be repaid to the Vendors the sums thus deposited, in the proportion of seventy-five per cent (75%) of the cost of such equipment so delivered to it; such cost to be conclusively established by the certificate in writing of the Vendors as above provided. As to such certificates so issued against deposits of cash, the Railway Company will pay to the Trustee all moneys which it would be required to pay under the terms of the lease provided for in Section Second hereof, at the same times and in the same amounts and manner as if such certificates were issued against a proportionate amount of equipment which had already been delivered to the Trustee and leased by it to the Railway Company; and such moneys so paid shall be treated and used in all respects as though they were rents received under leases. The Trustee will allow such interest upon the moneys deposited with it, until it is required to pay out such moneys in conformity herewith, as during that time the Trustee allows to its general depositors.

The total of such trust certificates shall not exceed Fifteen Million Dollars ($15,000,000); they shall be entitled to interest at a rate not exceeding six per cent (6%) per annum, payable semi-annually, and shall be for the amount of One Thousand Dollars each, except as hereinafter provided. Said certificates may be issued in series, as such equipment shall be acquired or cash deposited, and each series shall be classified and designated by the year of its issue and a serial number or letter; they shall be separately numbered, and certificates to the amount of one-fifteenth of each series shall be due and payable at the expiration of each year succeeding the date of such series, so that each series of said certificate shall be fully paid in fifteen years after its issue. The due date of each certificate shall appear on its face. They shall be issued in substantially the following form, the number of the series to which such certificate belongs, the number of the certificate, the date of payment and rate of interest to be filled in as aforesaid:

CHICAGO AND NORTH WESTERN RAILWAY COMPANY EQUIPMENT

TRUST OF 1929.

Certificate No.....Series.....Dated.....

Total Authorized under Trust, $15,000,000.

Total Issue of Said Series.....

Certificate for $1,000.

United States Trust Company of New York, Trustee.

THIS IS TO CERTIFY that the Bearer hereof, unless this certificate be registered as hereinafter provided for, and if so registered, then the registered holder hereof, is entitled to a share to the amount of $1,000 in the Chicago and North Western Railway Company Equipment Trust of 1929, of said Series....., payable in gold coin on the.....day of....., 19.....; also to the interest thereon, payable semi-annually on the first days of.....and .....in each year, in gold coin, at the rate of.....per cent per annum from the first day of....., as evidenced by the interest

warrants attached hereto, payment to be made at the office of United States Trust Company of New York in the City of New York, only from and out of rentals received from a lease of railway equipment by the said United States Trust Company of New York, Trustee, to the Chicago and North Western Railway Company (or from and out of moneys received by the Trustee as otherwise provided in the agreement hereinafter mentioned), in and by which lease said Railway Company agrees to maintain said equipment and pay as rental therefor an amount sufficient to meet taxes, expenses, interest warrants, and the principal of said certificates of this series as they mature, according to their terms. The said railway equipment and the lease thereof are held by the said Trust Company in trust for the proportionate benefit of the holders of the share represented hereby and other shares of similar tenor and belonging to this same series, without preference or priority of any one share over any other share by reason of priority of issue or negotiation thereof. The series of certificates of which this is one, is issued under and held subject to the provisions of an agreement dated ....., entered into by and between John D. Caldwell, Charles Jensch, Arthur B. Jones and Walter E. Dunham, of the first part, United States Trust Company of New York, of the second part, and the Chicago and North Western Railway Company, of the third part, for the establishment of the Chicago and North Western Railway Company Equipment Trust of 1929. Said agrement and the lease of equipment therein provided for are on file with said United States Trust Company of New York, and reference is hereby made to them for a full statement of the rights and obligations of the Railway Company, the duties of the undersigned, the rights of holders of the certificates, and the provisions in said agreement dated....., 1929, in respect of the deposit with the Trustee or with banking depositaries to its credit/moneys applicable toward the payment of the cost of the said equipment pending its construction and delivery to the Trustee.

This certificate may be registered on the books of said United States Trust Company of New York in the name of the holder hereof, and such registration shall be noted hereon. Thereafter title hereto shall pass only by transfer registered on the books of the said United States Trust Company of New York unless and until a transfer to bearer shall have been so noted and registered thereon. Such registration shall apply only to the principal of this certificate and not to its interest warrants.

Neither this certificate nor the interest warrants pertaining thereto shall be deemed in anywise the obligation, or the promise to pay, of the said Trustee.

UNITED STATES TRUST COMPANY OF NEW YORK,

TRUSTEE,

By.....
President.

The interest warrants attached to said trust certificates shall read as follows:

Due to Bearer under the Chicago and North Western Railway Company Equipment Trust of 1929, Series....., on the first day of....., at the office of the United States Trust Company of New York, in the City of New York, payable only out of rentals on lease of railway equipment, ... dollars, being semi-annual interest on one share of Series....., Chicago and North Western Railway Company Equipment Trust of 1929, evidenced by certificate No....., subject to all the conditions stated in the agreement

of.....1929,
and the certificates issued thereunder pertaining hereto.

UNITED STATES TRUST COMPANY OF NEW YORK,

Trustee,

By.....

The signature of the President or other officer of the Trustee may be engraved or printed on said warrants. Temporary certificates may be issued by the Trustee to be exchanged upon surrender for permanent certificates when they shall have been engraved.

Upon the surrender of any certificate or certificates, with all unmatured interest warrants attached, the Trustee will issue, in exchange therefor, registered certificates without interest warrants, payable, both as to principal and interest, to the registered holder thereof only. Such certificate shall be in substantially the form of the certificates bearing interest warrants, above described, and shall be in denominations of one thousand, five thousand, ten thousand or fifty thousand dollars, respectively, and the registered holders shall be entitled to the benefits of this agreement to the same effect as if such certificates bore interest warrants, except that interest payable thereon shall be paid to the registered holders only and without the surrender of interest warrants. Any reference herein and in the leases herein provided for to interest warrants shall be construed as including the provisions contained in such registered certificates with reference to interest thereon.

The said trust certificates with interest warrants attached, or any of them, may be registered in the name of the owner on the books of the Trustee, in the City of New York, which said registration shall be noted thereon, after which every transfer thereof shall be valid only when made on said books until so transferred again to bearer, but may again and from time to time be registered as before. The interest warrants shall always be transferable by delivery.

Anything to the contrary herein notwithstanding the parties hereto may deem and treat the bearer of any unregistered certificate issued hereunder, and the bearer of any interest warrant, as the absolute owner of such certificate or interest warrant, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and shall be affected in nowise by any notice to the contrary. The parties hereto may deem and treat the person in whose name any registered certificate issued hereunder shall be registered, as hereinbefore provided, as the absolute owner of such trust certificate for the purpose of receiving payment of or on account of the share or shares represented by such certificate, and for all other purposes, and all such payments so made to any such registered holder, or upon his order, shall be valid and effectual to satisfy and discharge the liability upon such trust certificate to the extent of the sum or sums so paid.

Each series of said certificates shall be secured by certain specified equipment acquired by the Vendors, delivered to the Trustee and leased to the Railway Company, or by cash deposited with the Trustee or to its credit, at the time of the issuance of such series, as hereinabove provided. The amount of each series of said certificates to be thus issued shall not exceed seventy-five per cent (75%) of the cost of the specified equipment that shall have been thus acquired nor the full amount of cash so deposited, and upon the transfer and delivery to it from time to time, in the manner above provided, of such specified railway equipment, accompanied by a certificate signed by the Vendors that

the title of said Trustee thereto is perfect and unencumbered, or upon deposit of cash as aforesaid, the Trustee shall deliver to the Vendors, or to such persons or corporations as they may designate, the series of said certificates applicable thereto.

SECOND.

The Railway Company agrees that, in addition to the payments hereinafter provided for, it will from time to time assume and pay that proportion of the cost of the equipment acquired hereunder not provided for by the issuance or sale of said certificates.

The Railway Company agrees that it will from time to time, as such equipment shall be acquired and transferred and delivered to the Trustee, lease from the Trustee the said equipment so conveyed or caused to be conveyed to the Trustee by the Vendors. Each lease shall be for a term of fifteen (15) years, and shall be of the specific equipment represented by a single series of said certificates and shall be designated by the series of said certificates representing the equipment covered thereby. In and by every such lease the Railway Company shall agree that said lease is in all things subject hereto, and that it will pay to the Trustee a rent which shall be sufficient to pay and discharge the following items:

(1) The necessary expenses of the trust connected with the said series, including a reasonable compensation to the Trustee;

(2) All taxes, assessments, licenses and dues, federal, state and municipal, which may be levied upon or assessed against the equipment covered by the lease or against the Trustee on account thereof;

(3) Interest on all outstanding and unmatured certificates of the series, which shall be issued as aforesaid at the time of the conveyance to the Trustee of the rolling stock or equipment thereby let, at a rate not exceeding six per cent per annum, payable semi-annually, as hereinabove provided, as such interest payments severally fall due; and

(4) An annual sum equal to one-fifteenth of the principal of the series of said certificates issued on account of the equipment covered by said lease.

The Trustee shall apply the rentals by it received to the payment of said expenses, taxes, interest warrants, interest payments and certificates as they shall respectively become due.

Every such lease shall provide that the Railway Company shall maintain the equipment covered thereby in proper repair during the term of the lease, and shall replace any of it which may be destroyed from any cause whatever during the continuance of the lease with other equipment of equal value, and shall cause to be fixed and retained upon each side of each of the cars, engines, and other structures forming a part of said equipment, during the continuance of said lease, a plate, mark or insignia of ownership having thereon the words, "United States Trust Company of New York, Trustee, Owner, and Lessor, C. & N. W. Ry. Co. Equipment Trust of 1929, Series ....."

The Railway Company, lessee as aforesaid, shall further covenant properly to indemnify and protect the Trustee in the use of any and all patented inventions employed in and about the said equipment, and to comply with all lawful requirements as to the use of air brakes and other appliances with respect to the leased equipment, and to furnish to the Trustee, the lessor, in every year during the continuance of the lease,

an accurate statement of the equipment covered by the lease in actual service, the number and description of such as may have been destroyed and substituted and then undergoing repair, and to allow the Trustee, by its duly authorized agent, to inspect said equipment at any time during the continuance of said lease.

Every such lease shall provide that the Trustee shall retain the full legal title to the equipment covered thereby and to all of it, until the Railway Company shall have fully complied with all of the agreements therein contained, and shall have made all of the payments therein provided for, and that upon the termination of the lease and the performance by the Railway Company of its covenants and obligations under such lease and hereunder as herein provided, the Trustee shall convey and transfer to the Railway Company all of the equipment covered thereby, which shall thereafter be owned and enjoyed by the Railway Company free from any right or interest therein of the Trustee or of the holders of said certificates.

As and when the said interest warrants or certificates are paid in full according to the provisions hereof, the same shall be canceled by the Trustee, and when canceled, delivered to or upon the order of the Railway Company.

Every such lease shall contain a provision that in case the Railway Company shall make default in the payment of any part of said rental reserved therein for more than ninety days after the same shall have become due and payable, or shall fail to perform any agreements therein on its part to be performed for more than ninety days after the Trustee shall have demanded performance thereof, the Trustee may, at its option, and on the request of the holders of a majority in amount of the series of such certificates issued on account of the equipment covered by such lease then outstanding, and upon being properly indemnified, shall, declare the principal of all said outstanding certificates of said series to be due and payable immediately, and in the same manner may or shall terminate said lease, and shall by its agents take possession of all of the equipment covered thereby and sell the same or such part thereof as may be necessary to perform the trusts hereby created, at public or private sale, for cash or upon credit in its discretion, and shall otherwise proceed to exercise and enforce its rights and the rights of the holders of the said series of said certificates herein and under such lease in the manner herein and therein provided. Instead of or in addition to the exercise of the powers in case of default hereinabove specified, the Trustee may invoke any legal or equitable remedy. In the distribution of funds by the Trustee, in the performance upon default of the trusts hereby created, the payment of the principal of outstanding trust certificates shall be postponed to the payment in full of outstanding matured interest warrants and interest payments provided for in the registered certificates issued without interest warrants. Any part of the funds remaining undisposed of on the performance of the trust hereby created shall be delivered and paid to the Railway Company.

The equipment so to be held by the Trustee may be leased to said Railway Company by one lease, or by several leases covering separate portions thereof, made as and when such portions are acquired and delivered to the Trustee.

THIRD.

In case of the death, resignation or inability to serve of any of the Vendors, the other Vendors shall have and discharge all of the powers of the Vendors. Any action taken by a majority of the Vendors shall have the same force and effect as though taken by all of them. Any vacancy in the Vendors may be filled by the Railway Company upon a written designation and a written acceptance filed with the Trustee, and thereupon the person so designated shall be one of the Vendors with the same force and effect as though he had been originally named one.

The Vendors shall be responsible only for the exercise of good faith in the discharge of their duties hereunder, and the Railway Company hereby agrees to indemnify and save them and each of them harmless of and from all expense or liability which they may in any manner incur or become subject to because of or in connection with anything done or omitted to be done under or in connection with this agreement.

FOURTH.

The Trustee shall not be liable to any of the parties hereto or to any of the holders of said certificates or said interest warrants for any defect in any of said equipment, or in its title thereto, nor shall anything herein be construed as a warranty on the part of the said Trustee in respect thereof nor as a representation in respect of the value thereof.

The Trustee may exercise its powers and perform its duties by or through such attorneys, agents and servants as it shall appoint, and shall be entitled to the advice of counsel, and shall be answerable only for its own acts, neglects and defaults and not for the default or misconduct of any attorney, agent or servant appointed by it with reasonable care in pursuance hereof; nor shall it be liable in any event for any cause except for its own negligence or default.

The Trustee shall be under no duty or obligation to see to the recording, registration or filing of this agreement or of any such lease, or of any agreement, statement or other instrument hereafter executed in respect of said equipment or parts thereof, which may be used to replace any of the same. Neither shall it be responsible in any way for the recitals herein contained, or in the certificates or interest warrants issued hereunder, or in any such lease, such recitals being recitals binding only upon the Railway Company; or for the execution or validity hereof, or for the certificates or interest warrants issued hereunder, or for any mistakes of fact or law.

The Trustee shall be under no obligation to take any action for the execution or enforcement of the trust hereby created, as to any equipment that shall have been so leased to said Railway Company, unless requested thereunto in writing by the holders of not less than a majority in amount of the outstanding certificates of the series issued with respect to such equipment, and only upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with proof satisfactory to it as to the ownership of the certificates and interest warrants in respect of which any notice or request may be made; but neither any such request nor this provision therefor shall affect any discretion elsewhere specifically given to the Trustee to determine whether or not it shall take action in respect of such default, or take action without request.

No holder of any certificates or interest warrants issued hereunder shall have a right to institute any suit, action or proceeding for the execution or enforcement of

the trusts hereby created, unless, after the aforesaid request in writing of the holders of not less than a majority in amount of the then outstanding certificates of the series held by him shall have been made upon the Trustee, satisfactory indemnity provided, and a reasonable time elapsed for action by the Trustee upon such request, it declines to institute any proceedings pursuant thereto.

The Trustee may, for all purposes, conclusively assume that the Railway Company is not in default under the terms hereof until notified in writing to the contrary by the holders of at least one-quarter in amount of the certificates secured hereby and then outstanding, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

The Trustee shall not incur any liability to anybody in acting upon any notice, request, consent, orders, certificate, warrant or other paper or instrument believed by it to be genuine or authentic, and to be signed by the proper party or parties.

The Railway Company agrees to pay the expenses incident to the preparation, execution and certification of the trust certificates and interest warrants to be issued hereunder, and also connected with the preparation, execution, recording, registration and filing hereof and of any instruments hereafter executed under the provisions hereof in respect to said equipment or lease or leases, or any of the same, or any equipment or parts used to replace any of the same.

Said Trustee shall, at least once in each year, render to the Railway Company a statement of its said trust and of the accounts relating thereto, and covering such matters as the Railway Company may properly require; and the Vendors and Railway Company, or either of them, may, from time to time, examine the books and accounts of the Trustee relating to said certificates and lease or leases, to this agreement and to the acts of the Trustee hereunder.

The term "Trustee" as used herein shall be held and construed to mean United States Trust Company of New York, or its successor or successors in trust hereunder; the words "Railway Company" to mean and include the party of the third part, its successors and assigns; and the words "certificate holder" and "holder" shall include the plural as well as the singular number.

If at any time the Trustee hereunder shall be or become unable to act, shall decline to act, or shall be removed, any and all the powers to be exercised and acts to be done, according to any provision hereof, by the Trustee, may and shall be exercised and performed by such other trust company as may be designated for that purpose by written appointment by the Railway Company; and if at any time there happen to be neither a trust company that is trustee hereunder and is able to act, nor a trust company that has been designated in accordance herewith to exercise the powers and perform the acts prescribed to be exercised or performed hereunder, and is able and willing to act, then in such event, and until there shall be a trust company able and willing to exercise such powers and perform such acts, such individual or individuals as may be designated by the Railway Company may and shall exercise the powers and perform the acts otherwise to be exercised and performed by a trust company.

In case at any time the said United States Trust Company of New York or any Trustee hereafter appointed shall resign or be removed or otherwise be or become incapable of acting, a new Trustee or Trustees may be appointed by the Railway Company, instead of the company or person so resigning, removed or incapable of acting, by an instrument executed by order of the Board of Directors or Executive Committee of said Railway Company. The Trustee

hereunder shall always be a trust company in good standing, doing business in the City of New York, if there be such a trust company willing and able to accept the trust upon reasonable and customary terms.

Any new Trustee or Trustees appointed hereunder shall execute, acknowledge and deliver to the Railway Company an instrument accepting such appointment hereunder, and thereupon such new Trustee or Trustees without any further act, deed or conveyance shall become vested with all properties, powers and trusts hereunder, with like effect as if originally named as Trustee or Trustees herein; but any retiring Trustee shall, nevertheless, on the written request of the remaining or the new Trustee or Trustees, execute and deliver an instrument transferring to the then existing Trustee or Trustees, upon the trusts herein expressed, all the properties, rights, powers and trusts of the Trustee so retiring, and shall duly assign, transfer and deliver any property and moneys held by such Trustee to the then existing Trustee or Trustees.

Whenever, under the provisions hereof, it is necessary or proper for any notice or demand to be made to or upon the Railway Company, or if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given to or made upon the Railway Company by depositing a written statement thereof, securely enclosed in a postpaid wrapper, in the United States mail, directed to the said Railway Company, at Chicago, Illinois, and an affidavit by any person representing or acting on behalf of the Trustee or Trustees as to such mailing shall be conclusive evidence of the giving of such notice and the making of such demand.

In order to facilitate the record of this indenture, the same may be simultaneously executed in ten 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.

IN WITNESS WHEREOF the parties hereto of the first part have hereunto set their hands and seals; the United States Trust Company of New York, party of the second part, has caused its corporate seal to be hereunto affixed and attested by its Asst. Secretary, and these presents to be signed in its name and behalf by its President; and the Chicago and North Western Railway Company, party hereto of the third part, has caused this indenture 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; all upon the day and year first above written.

JOHN D. CALDWELL (SEAL)

In presence of:
Barret Conway
H. H. Small

CHARLES JENSCH (SEAL)

In presence of:
Barret Conway
H. H. Small

ARTHUR B. JONES (SEAL)

In presence of:
Barret Conway
H. H. Small

WALTER E. DUNHAM (SEAL)

In presence of:
Barret Conway
H. H. Small

UNITED STATES TRUST COMPANY OF NEW YORK,
By WM. KINGSLEY
Its President.

CORPORATE SEAL

Attest:
H. L. Smithers
Ass't. Secretary.

In presence of:
Charles S. Yarwood, Jr.
Elmer Witting

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
By FRED W. SARGENT
Its President.

CORPORATE SEAL

Attest:
John D. Caldwell
Secretary.

In presence of:
Barret Conway
H. H. Small

STATE OF ILLINOIS,)
County of Cook) ss.

I, P. J. Sesterhenn, a Notary Public in and for the County of Cook, in the State of Illinois, DO HEREBY CERTIFY that John D. Caldwell, Charles Jensch, Arthur B. Jones and Walter E. Dunham, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22nd day of January, 1929.

P. J. Sesterhenn
Notary Public in and for Cook County, Illinois.

Notarial Seal

My commission expires May 7th, 1930.

STATE OF NEW YORK,)
CITY AND COUNTY OF NEW YORK) ss.

I, CHARLES S. YARWOOD, Jr. , a Notary Public in and for the City and County of New York, in the State of New York, DO HEREBY CERTIFY that on this 28 day of January, in the year 1929, before me, the subscriber, personally appeared WILLIAM M. KINGSLEY and HENRY L. SMITHERS, President and Ass't Secretary, respectively, of United States Trust Company of New York, a corporation , and on said same day also appeared before me by its said officers the said United States Trust Company of New York, being known to me to be the corporation whose name is subscribed to the foregoing instrument , and which executed the same as party of the second part; that WILLIAM M. KINGSLEY and HENRY L. SMITHERS are personally known to me and are known to me to be the President and Ass't Secretary, respectively, of said United States Trust Company of New York, and the identical persons whose names are subscribed to the foregoing instrument as President and Ass't Secretary of said corporation; and said WILLIAM M. KINGSLEY and HENRY L. SMITHERS then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the President and Asst Secretary, respectively, of said United States Trust Company of New York, and in behalf of said corporation and by order of its Board of Trustees, and that they were President and Ass't Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument and that the seal attached to said instrument is the corporate seal of said United States Trust Company of New York, and was affixed to said instrument on behalf of said corporation and by order of its Board of Trustees; and I further CERTIFY that said WILLIAM M. KINGSLEY and HENRY L. SMITHERS then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such President and Ass't. Secretary, respectively, and as the free and voluntary act and deed of said United States Trust Company of New York, and for the uses and purposes in said instrument set forth.

And at the same time said WILLIAM M. KINGSLEY and HENRY L. SMITHERS, being by me severally and duly sworn, did severally depose and say that they resided, the said WILLIAM M. KINGSLEY in New York City, and the said HENRY L. SMITHERS in Maplewood, N. J.; that said United States Trust Company of New York is a corporation; that they are and at the time of the execution of the foregoing instrument were the President and Ass't Secretary , respectively, of said United States Trust Company of New York, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as President and Ass't Secretary, respectively, of said corporation and in its behalf, and by order of its Board of Trustees; and that the seal affixed to said instrument is the seal of said United States Trust Company of New York, and was so affixed by them by order of the Board of Trustees of said corporation.

And I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of said United States Trust Company of New York, and that said instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the City and County of New York, in the State of New York, on said 28 day of January, 1929.

CHARLES S. YARWOOD, Jr.
Notary Public in and for the City and
County of New York, in the State of
New York.

NOTARIAL SEAL

Charles S. Yarwood, Jr., Notary Public,
Queens Co. Clk's No. 1971, Reg. No. 2324
Cert. filed N. Y. Co. Clk's No. 9, Reg. No. 9008
Commission Expires March 30, 1929.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.

I, THOMAS M. FARLEY, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, that CHARLES S. YARWOOD, Jr., whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 28 day of Jan., 1929.

THOMAS M. FARLEY
Clerk.

SEAL.

THOMAS M. FARLEY
Clerk of the County of
New York and Clerk of
The Supreme Court.

STATE OF ILLINOIS,)
Cook County.) ss.

I, P. J. Sesterhenn, a Notary Public in and for said County in said State of Illinois, DO HEREBY CERTIFY that on this 22nd day of January, 1929, before me, the subscriber, personally appeared Fred W. Sargent and John D. Caldwell, to me personally known to be the President and Secretary, respectively of the Chicago and North Western Railway Company, a corporation, and to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively, of said corporation; and they then and there severally acknowledged that as such President and Secretary, respectively, they signed, sealed, executed and delivered the foregoing instrument pursuant to authority given by the Board of Directors of said Chicago and North Western Railway Company, and further acknowledged that the seal attached to said foregoing instrument is the corporate seal of said Chicago and North Western Railway Company and was affixed to said instrument by authority of said Board of Directors, and further acknowledged said instrument to be the free and voluntary act of said Chicago and North Western Railway Company for the uses and purposes therein set forth; and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Chicago and North Western Railway Company.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal as Notary Public aforesaid on this 22nd day of January, 1929.

P. J. SESTERHENN
Notary Public in and for Cook County,
Illinois.

NOTARIAL SEAL

My commission expires May 7th, 1930.

STATE OF ILLINOIS,)
COOK COUNTY.) ss.

I, Robert M. Zweitzer, County Clerk of the County of Cook, DO HEREBY CERTIFY, that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that P. J. Sesterhenn, whose name is subscribed to the proof of acknowledgmentof the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

The law of Illinois does not require the impression of the Seal of a Notary Public to be filed in the County Clerk's Office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 23 day of Jany. 1929.

SEAL

ROBERT M. ZWEITZER
County Clerk

State of Wisconsin
DEPARTMENT OF STATE } ss.
Received this 23rd day of
Feb. A. D. 1929 at 10
o'clock A. M. and recorded in Vol.
27 of R. R. Mtgs. Etc.
on page 347-360, Inc.
Robert L. Siebecker
Assistant Secretary of State

Indexed 25

No. 352946

D E E D

CHICAGO & NORTH WESTERN RAILWAY
COMPANY

TO

BRATT & LANG OIL CO.

Dated

January 21, 1929.

Vol. 253 page 181

Sales TICKET NO. 4244. REQUISITION NO. 2039.

--------DEED NO. 60347.---------

T H I S I N D E N T U R E, Made this ---twenty-first---------- day of ----------January---------- A.D., 1929, between CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Corporation of the States of Illinois, Wisconsin and Michigan, party of the first part, and BRATT & LANG OIL COMPANY, a Wisconsin Corporation of the City of Racine in the County of Racine and State of Wisconsin, party of the second part.

W I T N E S S E T H, That the said party of the first part, for and in consideration of the sum of TEN THOUSAND ($10,000.00) DOLLARS, to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released and quit-claimed, by these presents does give, grant, bargain, sell, remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever, the following described real estate, situated in the City of Racine in the County of Racine, and State of Wisconsin, to-wit:

> A part of Blocks Fifty-Three (53) and Sixty (60) of Section Sixteen (16), Racine, as returned by the appraisers of School and University Lands to the office of the Secretary of State of the State of Wisconsin, also a part of Ninth Street as originally platted but now vacated lying between said Blocks Fifty-Three (53) and Sixty (60), more particularly bounded and described as follows, to-wit:
>
> Beginning at the intersection of the North Line of Ninth Street with the west line of Pearl Street, running thence North on the west line of Pearl Street Two hundred and forty (240) feet to an iron pin, thence South Eighty-nine (89) degrees, fifty and one-half (50½) minutes, West sixty-one (61) feet, to an iron pin, thence South fifty-seven (57) degrees, thirty-seven (37) minutes West one hundred fifty-five and one-half (155½) feet to an iron pin, thence South twenty (20) degrees, nineteen (19) minutes West one hundred forty-seven and thirteen one-hundredths (147.13) feet to a point which is seventy-five (75) feet Easterly, measured at right angles from the center line of the Easterly main track of the Chicago and North Western Railway Company, thence South eight (8) degrees thirty-two and one-half (32½) minutes East parallel with said main track one hundred and four and three-tenths (104.3) feet more or less to the north line of Ninth Street, thence easterly along the North line of Ninth Street to the place of beginning.
>
> Containing One and twenty-one one-hundredths (1.21) acres of land, more or less.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said party of the second part, its

successors and assigns forever.

IN WITNESS WHEREOF, the said Chicago and North Western Railway Company, party of the first part, has caused these presents to be signed by its President and attested by its Secretary, and its corporate seal to be hereunto affixed this ----twenty-first----day of----January----A.D., 1929.

SIGNED AND SEALED IN PRESENCE OF:

W. H. Dalton

B. W. Carlton

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

BY Fred W. Sargent
PRESIDENT

ATTEST: (SEAL)

John D. Caldwell
SECRETARY

COUNTERSIGNED:

APPROVED:

H. S. LARIMER
LAND COMMISSIONER

$10,000.00
1/2/29

C. J. (?)
COMPTROLLER

STATE OF ILLINOIS)
COOK COUNTY.)SS

Personally came before me, this ----twenty-first---- day of ----January----A.D., 1929, FRED W. SARGENT, President, and JOHN D. CALDWELL, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

D. M. Neill
NOTARY PUBLIC IN AND FOR COOK COUNTY, ILLINOIS.

MY COMMISSION EXPIRES: Feb. 12th, 1929

(NOTARIAL SEAL)

State of Wisconsin } ss.
DEPARTMENT OF STATE }

Received this 5 day of March A. D. 1929 at 3:10 o'clock P.M. and recorded in Vol. 27 of R.R. Mtgs. Etc. on page 361-362 Incl

Robert L. Siebecker
Assistant Secretary of State

25

Register's Office)
Racine County, Wis.)ss.

Received for Record 27 day of February, A. D., 1929 at 2:10 o'clock P. M. and recorded in Vol. 253 of Deeds page 181-182.

Louis L. Peterson
Register of Deeds.

By Ilo C. Downing,
Deputy.

Indexed 25

UNITED STATES TRUST COMPANY
OF NEW YORK, Trustee,

To

BRATT & LANG OIL COMPANY.

RELEASE.

Dated Feb. 18, 1929.

KNOWN ALL MEN BY THESE PRESENTS.

That UNITED STATES TRUST COMPANY OF NEW YORK, a corporation of the State of New York, as surviving Trustee, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations the receipt whereof is hereby confessed, does hereby remise, release, convey and quit-claim to BRATT & LANG OIL COMPANY, a Wisconsin Corporation, of Racine, Wisconsin

all right, title, interest claim and demand whatsoever it may have acquired in, through or by a certain Deed of Trust bearing date November 1, 1897, recorded in the office of the Secretary of State of the State of WISCONSIN in Volume 11 of Railroad Mtgs. etc. on Page 333 et seq. in and to the following described premises situated in the City of Racine in the County of Racine State of Wisconsin, to-wit:

A part of Blocks fifty-three (53) and sixty (60) of Section Sixteen (16), Racine, as returned by the appraisers of School and University Lands to the office of the Secretary of State of the State of Wisconsin, also a part of Ninth Street as originally platted but now vacated lying between said Blocks Fifty-three (53) and Sixty (60), more particularly bounded and described as follows, to-wit:

Beginning at the intersection of the North Line of Ninth Street with the West Line of Pearl Street, running thence North on the West Line of Pearl Street two hundred and forty (240) feet to an iron pin, thence South eighty-nine degrees fifty and one-half minutes ($89^{\circ}50\frac{1}{2}'$) West sixty-one (61) feet, to an iron pin, thence South fifty-seven degrees, thirty-seven minutes ($57^{\circ}37'$) West one hundred fifty-five and one-half ($155\frac{1}{2}$) feet to an iron pin, thence South twenty degrees, nineteen minutes ($20^{\circ}19'$) West one hundred forty-seven and thirteen one-hundredths (147.13) feet to a point which is seventy-five (75) feet Easterly, measured at right angles from the center line of the Easterly main track of the Chicago and North Western Railway Company, thence South eight degrees thirty-two and one-half minutes ($8^{\circ}32\frac{1}{2}'$) East parallel with said main track one hundred and four and three-tenths (104.3) feet more or less to the North line of Ninth Street, thence Easterly along the North line of Ninth Street to the place of beginning.

Containing one and twenty-one one-hundredths (1.21) acres of land, more or less.

This Release is executed upon the written request of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, approved by Resolution of its Board of Directors in pursuance of the power and authority vested in said Trustee by the provision of Section One of Article Six of said Deed of Trust; said Railway Company having sold the property so released to said BRATT & LANG OIL COMPANY and upon proper certificate that the property hereinabove described is no longer of use in the operation of its mortgaged lines of railway and that the continuity of the lines of the railway of the Railway Company is not and will not be broken and that it is no longer necessary or expedient to retain the same for such operation, maintenance or use of its line of railway or for use in its business.

JOHN A. STEWART, individual Trustee named in said Deed of Trust, having died, and no individual Trustee having been appointed, this Instrument is executed by the UNITED STATES TRUST COMPANY OF NEW YORK as the surviving Trustee.

IN WITNESS WHEREOF the said UNITED STATES TRUST COMPANY OF NEW YORK has caused these presents to be signed by its President, its corporate seal to be hereunto affixed and attested by its ASST. Secretary, all on this 18 day of February, A. D., Ninteen Hundred and Twenty-nine.

UNITED STATES TRUST COMPANY OF NEW YORK, AS TRUSTEE

BY W. M. Kingsley
ITS PRESIDENT.

ATTEST:

H. L. Smithers
Ass't Secretary.

(SEAL)

SIGNED, SEALED AND DELIVERED ON BEHALF OF THE UNITED STATES TRUST COMPANY OF NEW YORK IN PRESENCE OF:

Charles S. Yarwood, Jr.

Elmer Witting

STATE OF NEW YORK)
CITY AND)ss.
COUNTY OF NEW YORK)

I, Charles S. Yarwood, Jr., a Notary Public, in and for said City and County of New York in the State of New York, do hereby certify that William M. Kingsley personally known to me to be the

President of the UNITED STATES TRUST COMPANY OF NEW YORK and Henry L. Smithers personally known to me to be the Ass't Secretary of said UNITED STATES TRUST COMPANY OF NEW YORK, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and ASS'T SECRETARY, appeared before me this day in person and severally acknowledged that they as such President and Ass't Secretary, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of the UNITED STATES TRUST COMPANY OF NEW YORK, pursuant to authority given by the Board of Trustees of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 18th day of February, A. D., Nineteen Hundred and Twenty-nine.

Charles S. Yarwood, Jr.
NOTARY PUBLIC.

MY COMMISSION EXPIRES:
March 30, 1929.

(NOTARIAL SEAL)

Charles S. Yarwood, Jr., Notary Public
Queens Co. Clk's No. 1971, Reg. No. 2324
Cert. filed N. Y. Co. Clk's No. 9, Reg. No. 9008
Commission Expires March 30, 1929.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 5 day of March A. D. 19 29 at 3:00 o'clock P.M. and recorded in Vol. 27 of R. R. Mtgs. Etc on page 363-364 Incl
Robert L. Siebecker
Assistant Secretary of State

Indexed 25

FARMERS LOAN AND TRUST COMPANY,
Trustee,

TO

BRATT & LANG OIL COMPANY,

RELEASE

February 19, 1929.

KNOW ALL MEN BY THESE PRESENTS.

That THE FARMERS LOAN AND TRUST COMPANY, a corporation of the State of New York, as surviving Trustee, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby remise, release, convey and quit-claim to BRATT & LANG OIL COMPANY, a Wisconsin Corporation, of Racine, Wisconsin, all right, title, interest, claim and demand whatsoever it may have acquired in, through or by a certain Deed of Trust bearing date May 1, 1920, recorded in the office of the Secretary of State of the State of Wisconsin in Volume 21 of Railroad Mtgs, etc on Page 1 et seq. in and to the following described premises in the City of Racine in the County of Racine in the State of Wisconsin to-wit:

A part of Blocks fifty-three (53) and Sixty (60) of Section Sixteen (16), Racine, as returned by the appraisers of School and University Lands to the office of the Secretary of State of the State of Wisconsin, also a part of Ninth Street as originally platted but now vacated lying between said Blocks Fifty-three (53) and Sixty (60), more particularly bounded and described as follows, to-wit:

Beginning at the intersection of the North Line of Ninth Street with the West Line of Pearl Street, running thence North on the West Line of Pearl Street two hundred and forty (240) feet to an iron pin, thence South eighty-nine degrees fifty and one-half minutes (89°50½') West sixty-one (61) feet, to an iron pin, thence South fifty-seven degrees, thirty-seven minutes (57°37') West one hundred fifty-five and one-half (155½) feet to an iron pin, thence South twenty degrees, nineteen minutes (20°19') West one hundred forty-seven and thirteen one-hundredths (147.13) feet to a point which is seventy-five (75) feet Easterly, measured at right angles from the center line of the Easterly main track of the Chicago and North Western Railway Company, thence South eight degrees thirty-two and one-half minutes (8°32½') East parallel with said main track one hundred and four and three-tenths (104.3) feet more or less to the North line of Ninth Street, thence Easterly along the North line of Ninth Street to the place of beginning.

Containing one and twenty-one one-hundredths (1.21) acres of land, more or less.

This Release is executed upon the written request of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, approved by Resolution of its Board of Directors in pursuance of the power and authority vested in said Trustee by the provision of Section One of Article Eight of said Deed of Trust; said Railway Company having sold the property so released to said BRATT & LANG OIL COMPANY and upon proper certificate that the said property hereinabove described is no longer of use in the operating of its mortgaged lines of railway and that the continuity of the lines of the Railway of the Railway Company is not and will not be broken and that it is no longer necessary or expedient to retain the same for such operation, maintenance or use of its line of railway or for use in its business.

EDWIN S. MARSTON, individual Trustee named in said Deed of Trust, having heretofore died, and no individual Trustee having been appointed, this Instrument is executed by THE FARMERS LOAN AND TRUST COMPANY, Trustee, under authority of Article 9, Section 6, Paragraph 7 of said Deed of Trust.

IN WITNESS WHEREOF the said THE FARMERS LOAN AND TRUST COMPANY has caused these presents to be signed by its Vice PRESIDENT, its corporate seal to be hereunto affixed and attested by its Ass't SECRETARY, all on the 19th day of February, A. D., Ninteen Hundred and Twenty-nine.

THE FARMERS LOAN AND TRUST COMPANY, AS TRUSTEE

BY A. V. Heely
ITS VICE PRESIDENT.

(SEAL)

ATTEST:

S. R. Craig
Asst Secretary.

SIGNED, SEALED AND DELIVERED ON BEHALF OF THE FARMERS LOAN AND TRUST COMPANY IN PRESENCE OF:

Lloyd Lowndes

F. Pitt

STATE OF NEW YORK)
CITY AND)ss.
COUNTY OF NEW YORK)

I, R. E. Morton, a Notary Public, in and for said City and County of New York in the State of New York, do hereby certify that A. V. Heely personally known to me to be the Vice PRESIDENT of THE FARMERS LOAN AND TRUST COMPANY and S. R. CRAIG personally known to me to be the Asst SECRETARY of THE FARMERS LOAN AND TRUST COMPANY, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice PRESIDENT and ASST SECRETARY, appeared before me this day in person and severally acknowledged that they as such Vice President and Asst Secretary, Respectively, signed, sealed and delivered the said instrument as the free and voluntary act of THE FARMERS LOAN AND TRUST COMPANY, pursuant to authority given by the Board of Trustees of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 19th day of February, A. D., Nineteen Hundred and Twenty-nine.

R. E. Morton
NOTARY PUBLIC.

R. E. Morton
Notary Public Rockland County
Cert. filed in N. Y. Co. No. 1238 Reg. No. 0-842
Commission expires March 30th, 1930

(NOTARIAL SEAL)

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 5 day of March A. D. 19 29 at 3.10 o'clock P.M. and recorded in Vol. 27 of R.R. Mtgs. etc. on page 365-366 Incl.
Robert P. Siebecker
Assistant Secretary of State

Indexed 303

PARTIAL RELEASE &
CONSENT TO SALE
of

FIRST WISCONSIN TRUST COMPANY

to

Milwaukee Northern Railway Co.

Releasing property known as the Lindwurm Line, from Mortgage dated

April 1, 1911

given by

MILWAUKEE NORTHERN RAILWAY COMPANY

to

First Savings and Trust Company

of which

First Wisconsin Trust Company is the successor.

The FIRST WISCONSIN TRUST COMPANY, a Wisconsin corporation, of Milwaukee, Wisconsin, in consideration of the receipt by it of the request in writing of the MILWAUKEE NORTHERN RAILWAY COMPANY, by its Vice -President, supported by the affidavit of Frederick W. Walker, its Chief Engineer, thereto annexed, and of Twenty-six thousand nine hundred eighty and 13/100 dollars ($26,980.13) to it in hand paid, the receipt of which is hereby confessed and acknowledged, doth hereby release and discharge from the lien and effect of that certain indenture of mortgage, dated the 1st day of April, 1911, executed by the Milwaukee Northern Railway Company to the First Savings & Trust Company, of which the said First Wisconsin Trust Company is the lawful successor, which mortgage was recorded in the office of the Register of Deeds for Milwaukee County on the 4th day of April, 1911, at 9:25 o'clock A. M., in Volume 676 of Mortgages on pages 532 to 559 thereof, the same being document #694,396, the following property described in and covered by said mortgage, to-wit:

> The Lindwurm Line (so-called) of the Milwaukee Northern Railway Company, the same being a single track line extending from the intersection of Atkinson Avenue and Green Bay Avenue, thence Northerly on Green Bay Avenue to Seventh Street, thence North on Seventh Street to Algoma Avenue, thence East on Algoma Avenue to Port Washington Road, thence North on Port Washington Road to the right-of-way of the Chicago, Milwaukee & St. Paul Railway Company with a wye at at Seventh Street and Algoma Avenue, approximately Four thousand seven hundred and eight (4,708) feet in length,

together with the franchises relating thereto and the equipment thereof, excepting rolling stock, namely, all poles, electric wiring, roadbed, ties, rails, switches and other accessories.

And for the same reasons and consideration, the said First Wisconsin Trust Company doth hereby consent to the sale of said described property to The Milwaukee Electric Railway & Light Company, but, nevertheless, and notwithstanding the foregoing, the said First Wisconsin Trust Company doth retain the full lien and effect created by said mortgage as to all the rest, residue and remainder of the property in said mortgage described and set forth.

IN WITNESS WHEREOF, the said FIRST WISCONSIN TRUST COMPANY has caused these presents to be duly executed by its Vice-President and ------- Secretary, and its corporate seal to be hereunto affixed this 9th day of December, 1922.

In Presence of:

FIRST WISCONSIN TRUST COMPANY

By Charles M. Morris
Vice-President.

J. W. Campbell

Frances B. Seeboth — Clyde H. Fuller, Secretary.

STATE OF WISCONSIN,)
(ss.
MILWAUKEE COUNTY.)

BE IT REMEMBERED that on this 9th day of December, 1922, personally appeared before me Charles M. Morris, Vice-President, and Clyde H. Fuller Secretary, of the FIRST WISCONSIN TRUST COMPANY, to me known to be the persons who executed the foregoing release in behalf of said First Wisconsin Trust Company and duly acknowledged the same.

John W. Campbell
Notary Public,
Milwaukee County,
Wisconsin.

(NOTARIAL SEAL)

My Commission expires the 24th day of January, 19 26.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 18th day of March A. D. 1929 at 9:30 o'clock A.M. and recorded in Vol. 27 of R.R. Mtgs. Etc on page 367-368 Incl.
Robert L. Siekert
Assistant Secretary of State

Indexed 1009

Counterpart No. 2

Executed in 10 counterparts

FIRST MORTGAGE

Chicago, Saint Paul, Minneapolis and Omaha Railway Company

to

Central Union Trust Company of New York Trustee

May 1, 1929

AN INDENTURE, dated the 1st day of May, 1929, by and between CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a corporation created and existing under the laws of the State of Wisconsin (hereinafter called the "Railway Company"), party of the first part, and CENTRAL UNION TRUST COMPANY OF NEW YORK, a corporation of the State of New York (hereinafter called the "Trustee"), party of the second part:

WHEREAS, the Railway Company owns certain railroads and properties hereinafter more specifically described, located in the State of Wisconsin, Minnesota, Iowa, Nebraska and South Dakota; and

WHEREAS the Railway Company has heretofore executed and delivered a certain mortgage, dated the 1st day of June, A. D. 1880, to Central Union Trust Company of New York to secure bonds issued or to be issued under said mortgage, and certain portions of the railroads owned by the Railway Company and hereinafter conveyed to the Trustee are now subject to the lien of said mortgage, and the railroads and properties of other companies, of which the ownership or control may be acquired or with which the Railway 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 Railway 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 and also to provide for the enlargement, improvement and betterment of the railroads and property owned by it or leased to it, 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 Railway Company, and by the issuance of bonds hereunder; and

WHEREAS the Railway Company has heretofore made expenditures for the purpose of constructing, enlarging and improving certain of its existing railroads and properties hereinafter conveyed to the Trustee, acquiring equipment, or retiring or discharging the bonded indebtedness of the Railway Company, all of which expenditures were at the time when made and are now properly chargeable to capital account, but 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 Railway Company duly held pursuant to notice at the office of the Railway Company in the City of New York, State of New York, on the 12th day of March, 1929, 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 regular meeting of the stockholders of the Railway Company duly called and held at its principal office in the City of Hudson, State of Wisconsin, on the 10th day of April, 1929, the consent, concurrence and approval of stockholders owning more than two-thirds in amount of all the capital stock of the Railway 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 party hereto of the second part and its successors as Trustee, 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 shall be issued in series and the bonds of each particular series are to bear such date, to mature on such date subsequent to the date of issue, to bear such rate of interest, to be payable semi-annually, to be subject or not subject to redemption, to contain or not to contain provisions for payment of principal and/or interest without deduction for taxes, or covenants on the part of the Railway Company to reimburse taxes, to be convertible or not convertible into shares of the capital stock of the Railway Company, and to be subject or not subject to sinking fund provisions, all as may be determined by the Board of Directors of the Railway 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 Railway Company shall be issued in the denomination of $1,000.00 and may also, at the election of the Board of Directors, be issued in the denominations of $500.00 or $100.00, payable as to principal and interest in the Borough of Manhattan, City of New York, in gold coin of the United States of America; and

WHEREAS registered bonds without coupons, payable in gold coin of the United States of America, shall be of the denomination of $1,000.00, $5,000.00, $10,000.00, or $50,000.00, and may be also of such other denominations as from time to time may be authorized by the Board of Directors of the Railway 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 and with respect to redemption of such bonds or otherwise) are to be severally and respectively substantially as follows, to wit:

(Form of Coupon Bond)

Series.....

No..... $.....

UNITED STATES OF AMERICA

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY.

First Mortgage.....Per Cent Gold Coupon Bond.

Due.....

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a corporation (hereinafter called the "Railway Company"), for value received, hereby promises to pay to the bearer hereof, or, if registered, to the registered holder hereof, on the 1st day of.....at the office or agency of the Railway Company in the Borough of Manhattan, City 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 1st day of May, 1929, 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 1st day of .....and the 1st day of .....in each year until the payment of said principal sum, but only on presentation and surrender as they severally become due of the annexed coupons representing such interest.

This bond is one of the First Mortgage Gold Bonds (coupon and registered) of the Railway 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 May 1, 1929, duly executed by the Railway Company to Central Union Trust Company of New York, as Trustee, conveying all the property and franchises of the Railway Company mentioned in said indenture, 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 Trustee or its successors, the nature and extent of the security, and the rights of the holders of said bonds and of the Trustee in respect of such security.

The authorized issue of bonds under said indenture is limited to an amount which, together with all outstanding prior debt of the Railway Company as defined in said indenture, after deducting therefrom the amount of all bonds reserved to retire prior debt at or before maturity, shall not exceed three times the par value of the then outstanding capital stock of the Railway Company or of a successor corporation.

In case of certain defaults specified in said indenture the principal of all the bonds issued thereunder may become or be declared 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 Railway Company in the Borough of Manhattan, City of New York, such registration being noted on the bond by the Railway Company. After such registration no transfer shall be valid unless made at said office or agency by the registered owner or by his duly authorized attorney, and similarly noted by the

Railway Company on the bond; but the same may be discharged from registration by being transferred to bearer and thereafter transferability by delivery shall be restored ; and this bond may again from time to time be registered or transferred to bearer as before. Registration of this bond, however, shall not affect the negotiability of the coupons which shall continue to be transferable by delivery merely, and payment thereof shall fully discharge the Railway Company in respect of the interest therein mentioned whether or not the bond be registered.

The holder hereof may surrender for cancellation this bond with all unmatured coupons thereof in exchange for a registered bond without coupons, bearing the same rate of interest, and such registered bond may in turn be exchanged for a coupon bond, in each case in the manner prescribed in said indenture and on payment, if the Railway Company shall require it, of the charge therein provided for.

No recourse shall be had for the payment of the principal or interest of this bond, or for any claim based thereon or otherwise in respect thereof, or of said indenture, against any incorporator, stockholder, officer or director, past, present or future, of the Railway Company or of any successor corporation, either directly or through the Railway Company or such successor corporation, whether by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived, as provided in said indenture.

This bond shall not become obligatory for any purpose until the certificate endorsed hereon shall have been signed by Central Union Trust Company of New York, Trustee, or its successor as such trustee, under said indenture.

IN WITNESS WHEREOF Chicago, Saint Paul, Minneapolis and Omaha Railway Company has caused this bond to be signed by its President or Vice President, and its corporate seal to be hereto affixed, and the same to be attested by the signature of its Secretary or Assistant Secretary, and coupons for said interest with the engraved facsimile signature of its Secretary to be attached hereto.

Dated the first day of..... .....

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA

RAILWAY COMPANY,

By.....
President.

Attest:

.....
Secretary.

(Form of Interest Coupon)

(In which shall be inserted, in case of coupons appurtenant to redeemable bonds due after the earliest redemption date, the words "unless said bond shall have been called for previous redemption.")

Series.....

No.....

$.....

On the first day of....., ..., Chicago, Saint Paul, Minneapolis and Omaha Railway Company will pay to bearer at the office or agency of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, 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 Mortgage.....Per Cent

Gold Bond, Series ....., No. .....

.....;.....
Secretary.

(Form of Registered Bond)

Series.....

No. ..... $ .....

UNITED STATES OF AMERICA,

Chicago, Saint Paul, Minneapolis and Omaha Railway Company.

First Mortgage .....Per Cent Gold Registered Bond.

Due .....

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a corporation (hereinafter called the "Railway Company"), for value received, hereby promises to pay to ....., or registered assigns, on the 1st day of .... at the office or agency of the Railway Company in the Borough of Manhattan, City 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 1st day of May, 1929, 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 1st day of ..... and the 1st day of ..... in each year until the payment of said principal sum.

This bond is one of the First Mortgage Gold Bonds (coupon and registered) of the Railway 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 May 1, 1929, duly executed by the Railway Company to Central Union Trust Company of New York as Trustee, conveying all the property and franchises of the Railway Company mentioned in said indenture, 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 Trustee or its successors, the nature and extent of the security, and the rights of the holders of said bonds and of the Trustee in respect of such security.

The authorized issue of bonds under said indenture is limited to an amount which, together with all outstanding prior debt of the Railway Company, as defined in said indenture, after deducting therefrom the amount of all bonds reserved to retire prior debt at or before maturity, shall not exceed three times the par value of the then outstanding capital stock of the Railway Company or of a successor corporation.

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

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Railway Company in the Borough of Manhattan, City of New York, upon surrender and cancellation of this bond, and thereupon a new registered bond or bonds for a like amount of principal, bearing the same rate of interest, will be issued to the transferee in exchange herefor; or the registered owner of this bond may surrender the same for cancellation in exchange for a like amount of the principal hereof in coupon bonds bearing the same rate of interest and with all unmatured coupons attached, which coupon bond or bonds may in turn be exchanged for a registered bond, in each case in the manner prescribed in said indenture and on payment,

of the Railway Company shall require it, of the charge therein provided for.

No recourse shall be had for the payment of the principal or interest of this bond, or for any claim based thereon or otherwise in respect thereof, or of said indenture, against any incorporator, stockholder, officer or director, past, present or future, of the Railway Company or of any successor corporation, either directly or through the Railway Company or such successor corporation, whether by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived, as provided in said indenture.

This bond shall not become obligatory for any purpose until the certificate endorsed hereon shall have been signed by Central Union Trust Company of New York, Trustee, or its successor as such trustee, under said indenture.

IN WITNESS WHEREOF CHICAGO, SAINT PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY has caused this bond to be signed by its President or Vice President, and its corporate seal to be hereto affixed, and the same to be attested by the signature of its Secretary or Assistant Secretary.

Dated the first day of .....

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY,

By .....
President.

Attest:

.....
Secretary.

(Form of Trustee's Certificate)

This is to Certify that this is one of the issue of bonds of the series designated therein described in the within mentioned indenture.

Central Union Trust Company of
New York,

Trustee,

By.....

Authorized Officer.

And whereas all acts and things prescribed by law and by the By-Laws of the Railway Company have been duly complied with, and the Railway 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 Railway 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 Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and confessed, has executed and delivered these presents and has granted, bargained, sold, released, conveyed, assigned, transferred, pledged and set over, and by these presents does grant, bargain, sell, release, convey, assign, transfer, pledge and set over unto the Trustee, party of the

second part, and to its successors forever; SUBJECT, HOWEVER, to the priority of lien of the several mortgages in so far as they respectively attach thereto upon the separate parts of its property particularly described in Section One and Section Two of Article Three of this indenture;

All and singular, the railway and the several railways, together with the estates, rights, privileges, franchises and other property now owned by the Railway Company in the States of Wisconsin, Minnesota, Iowa, Nebraska and South Dakota, and described as follows, to wit:

First. LINES OF RAILWAY OWNED AND OPERATED BY THE RAILWAY COMPANY, AND PARTICULARLY DESCRIBED AS FOLLOWS:

Miles

I. A main line of railroad beginning at the Great Northern Railway Terminal at Minneapolis, Minnesota and extending in an easterly direction via St. Paul and Stillwater Junction, Minnesota, and Hudson, Woodville, Menomonie Junction, Fairchild, Merrillan and Wyeville, to a connection with Chicago & North Western Railway near passenger station at Elroy in the State of Wisconsin, having a length of about 204.40 miles (of which about 11.40 miles are used by the Railway Company under lease) 193.0

II. The following described branch lines of Railway crossing the main line first above described or extending from points thereon or from points on said branch lines as follows:

(1) Extending from Stillwater Junction, Minnesota, easterly to the Passenger Terminal in the City of Stillwater, Minnesota, having a length of about..... 3.30

(2) Extending from Lakeland Junction, Minnesota (St. Croix River Bridge), in a northerly direction to Stillwater Switch, Minnesota, having a length of about 4.55

(3) Extending from Junction near Passenger Station at Hudson, Wisconsin, in a southerly direction via River Falls, and Beldenville to Ellsworth, Wisconsin, ~~having~~ having a length of about 24.82

(4) Extending from Emerald, Wisconsin, in a southerly direction via Woodville, Spring Valley and Elmwood to Weston, Wisconsin, having a length of about.....36.37

(5) Extending from Menomonie Junction, Wisconsin, in a southerly direction to Menomonie, Wisconsin, having a length of about..... 3.01

(6) Extending from Eau Claire, Wisconsin, in a northwesterly direction to west of West Eau Claire, Wisconsin, having a length of about..... 2.80

(7) Extending from West Eau Claire, Wisconsin, in a southerly direction to Shaw's Mill, Wisconsin, having a length of about..... 2.74

(8) Extending from Fairchild, Wisconsin, in a westerly direction via Osseo, Strum and Eleva, to Mondovi, Wisconsin, having a length of about.. 36.60

(9) Extending from Merrillan, Wisconsin, in a northeasterly direction via Neillsville, Granton, and Cedarhurst, to Marshfield, Wisconsin, having a length of about 38.67

III. A main line of railroad beginning at Northline, Wisconsin, and extending therefrom northerly via New Richmond, Turtle Lake, Spooner, Trego, Hayward, Cable, Ashland Junction and Washburn, to the terminal at Bayfield, Wisconsin, having a length of about.....177.51

IV. The following described branch lines of railroad crossing the main line last above described or extending from points on said branch lines as follows:

(1) Extending from Ashland Junction, Wisconsin, northeasterly to Ashland, Wisconsin, having a length of about 4.38

(2) Extending along the shore line at Ashland, Wisconsin, having a length of about.....1.31

V. A main line of railroad beginning at Eau Claire, Wisconsin, and extending therefrom northerly via Chippewa Falls, Rice Lake, Tuscobia, Spooner, Trego, Hawthorne, Itasca and Superior, Wisconsin, to Duluth, Minnesota, having a length of about 151.86 miles (of which about 1.59 miles are used by the Railway Company under lease)..... 150.27

VI. The following described branch lines of railroad crossing the main line last above described or extending from points on said branch lines as follows:

(1) Extending from East street, Chippewa Falls, Wisconsin, to City Depot at Chippewa Falls, Wisconsin, having a length of about..... 0.77

(2) Extending from Norma, Wisconsin, northeasterly via Jim Falls, Holcombe, Hannibal to Hughey, Wisconsin, having a length of about..... 45.69

(3) Extending from Tuscobia, Wisconsin, northeasterly via Birchwood, Radisson and Winter to Park Falls, Wisconsin, having a length of about.... 76.25

(4) Extending from Superior, Wisconsin, westerly to Connor's Point, Superior, Wisconsin, having a length of about..... 2.17

VII. A main line of railroad beginning at Passenger Terminal at St. Paul, Minnesota, and extending therefrom southwesterly via Cliff, Shakopee, Merriam, Mankato, Lake Crystal, Madelia, St. James, Worthington and LeMars to Sioux City, Iowa, having a length of about 266.66 miles (of which about 25.43 miles are used by the Railway Company under lease)..... 241.23

VIII. The following described branch lines of railroad crossing the main lines last above described or extending from points on said branch lines as follows:

(1) Extending from Cliff, Minnesota, westerly to St. Paul Junction, Minnesota, having a total length of..... 1.02

(The preceding branch line of 1.02 miles is owned jointly with the Chicago, Milwaukee, St. Paul and Pacific Railroad.)

(2) Extending from Lake Crystal,, Minnesota, southerly via Garden City and Blue Earth, to Elmore, Minnesota, having a length of about..... 43.69

(3) Extending from Madelia, Minnesota, southerly via Lewisville and Northrop to Fairmont, Minnesota, having a length of about..... 28.38

(4) Extending from Bingham Lake, Minnesota, westerly via Jeffers and Westbrook to Currie, Minnesota, having a length of about..... 38.63

(5) Extending from Heron Lake, Minnesota, westerly via Woodstock to Pipestone, having a length of about..... 55.10

(6) Extending from Worthington, Minnesota, westerly via Trent, Luverne, Valley Springs, Sioux Falls and Montrose, to Michell, South Dakota, having a length of about 130.73

(7) Extending from Luverne, Minnesota, southerly via Ash Creek, Minnesota and Rock Rapids, Iowa, to Doon, Iowa, having a length of about..... 28.00

IX. A main line of railroad beginning at the passenger station at Sioux City, Iowa and extending therefrom Southerly via South Sioux City, Ferry, Coburn, Emerson and Blair to Omaha, Nebraska, having a length of 123.42 miles (of which 4.40 miles are used by the Railway Company under lease)..... 119.02

I. The following described branch lines of railroad crossing the main line last above described or extending from points on said branch lines as follows:

(1) Extending from Coburn, Nebraska, northwesterly via Jackson and Newcastle to Wynot, Nebraska, having a length of about 45.39

(2) Extending from Emerson, Nebraska, southwesterly via Wakefield and Winside to Norfolk, Nebraska, having a length of about..... 46.50

(Of above last named branch line.49 miles of the same is owned jointly with the Union Pacific Railroad Company.)

(3) Extending from Wakefield, Nebraska, northwesterly via Coleridge and Hartington to Crofton, Nebraska, having a length of about..... 49.14

(4) Extending from Wayne, Nebraska, northwesterly via Randolph and Wausa to Bloomfield, Nebraska having a length of about..... 43.14

(5) Extending from near 4th and Howard Streets, Sioux City, Iowa, Southerly to the East bank of the Missouri River, having a length of about..... 0 .66

(6) Extending from a point North of 4th Street, Covington (now South Sioux City), Nebraska Southerly to a junction at Ferry, Nebraska, with the main line described in Paragraph IX hereof, having a length of about..... 1.87

Total main and branch line mileage.....1676.71

XI. All and singular, the main tracks, additional to first main track now owned by the Railway Company, and used as part of and in connection with any of the said main or branch lines of railway, the same having at the date hereof an aggregate length of 223.10 miles (of which about 31.43 miles are used by the Railway Company under lease) 191.67

XII. All and singular the spur tracks, yard tracks, side tracks, turn-outs, passing tracks and shop tracks now owned by the Railway Company and used, or provided for use in connection with any of the said main lines, branch lines or spurs, the same having at the date hereof an aggregate length of about 697.38 miles (of which about 9.58 miles are used by the Railway Company under lease).....687.80

XIII. All and singular other lines of railway owned by the Railway Company at the date of the execution and delivery of this indenture.

SECOND. APPURTENANCES OF THE ABOVE DESCRIBED LINES OF RAILWAY, SUBJECT AS TO PARTS THEREOF TO THE MORTGAGES HEREINAFTER DESCRIBED.

All and singular, the telegraph and telephone lines, including all poles, wires and implements, all rights of way, station grounds, railroad yards, terminal grounds and other lands, now held by the Railway Company, not including, however, any lands (other than rights of way and railroad yard, station and terminal grounds) granted to said Railway Company, or to any predecessor or grantor thereof, by the United

States, or by any State of the United States, or by any County of any of said States; also all tracks, sidetracks, bridges, viaducts, docks, culverts, fences, depots, station houses, elevators, warehouses, engine houses, car houses, coal houses, wood houses, machine shops and other shops, and all other buildings, or structures now held by the Railway Company; also all tools, implements and machinery, all wood, coal, oil, fuel, and other supplies, all engines, locomotives, tenders, cars and other rolling stock, equipment and furniture of every kind and description, now held by the Railway Company; with all and singular the rights, privileges and franchises connected with or relating to any of said railways, or to the construction, maintenance, use or operation thereof, now held by the Railway Company, and all and singular the tenements, hereditaments and appurtenances to the said premises belonging and all reversion and reversions, remainder and remainders, tolls, incomes, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, claim, possession, and demand whatsoever, as well in law as in equity, which the Railway Company, party of the first part, now has in, to or of the same and every part thereof; but, except as may herein otherwise be expressly declared, no grant or pledge of or under this indenture is intended, or shall be construed, to include any bonds or any shares of capital stock.

THIRD. All and singular, all trackage rights and privileges, all terminal, union depot, bridge and ferry rights, privileges and franchises, and all leases, leaseholds and leasehold rights, traffic contracts and other contracts and contract rights, and renewals and extensions thereof, whether the same or any thereof be now held by the Railway Company or hereafter acquired by it for use or used upon or in connection with or belonging or appertaining to any of the aforesaid lines of railroad or extensions or branches or other properties now or at any time hereafter subject to the lien of this indenture.

FOURTH. All and singular the lines of railway, extensions, branches, telegraph and telephone lines, and any and all terminal properties, elevators, warehouses, depots, shops, machinery, tools, docks, wharves, rolling stock and other equipment, and any and all other property of every kind which from time to time, in the manner hereinafter provided, shall be purchased, acquired or constructed by the use of any bonds issued under this indenture, or by deposited cash paid out as provided by Section 7 of Article Three of this indenture; together with all and singular the franchises, rights and privileges appurtenant to or used in connection with such lines of railway, extensions, branches, telegraph and telephone lines or other property, and any and all rents, profits, tolls and other income therefrom.

FIFTH. All and singular, the additions, improvements and betterments now or hereafter acquired or constructed upon or in connection with any and all lines of railway, extensions, branches, telegraph and telephone lines now or at any time hereafter subject to this indenture, any and all property, real or personal, acquired for use upon or in connection with such lines of railway, extensions, branches, telegraph and ~~and~~ telephone lines, and any and all corporate rights, privileges and franchises which the Railway Company now has or may hereafter acquire, possess, or exercise in, to, or upon such lines of railway, extensions, branches, telegraph and telephone lines, or any part thereof necessary for or appertaining to the construction, maintenance or operation of such lines, and any and all rents, profits, tolls and other income arising therefrom, and also any and all the rights, privileges, franchises, properties real or personal, rights and things which the Railway Company may hereafter acquire or possess, for the purposes of

or in connection with such lines of railway or any such extensions, branches, telegraph and telephone lines.

SIXTH. All and singular, any and all other property of every kind and description, including railroads, leases of railroads, stocks, bonds or other property of any kind, which at any time hereafter, by indenture or indentures supplemental hereto, may be expressly conveyed, mortgaged or pledged and delivered to the Trustee hereunder by the Railway Company, or by a successor corporation, or, with its consent, by anyone in its behalf, as and for additional security for the bonds issued and to be issued hereunder; the Trustee being hereby authorized, at any and all times to receive such conveyance, mortgage, pledge, delivery, assignment or transfer, and to hold and apply any and all such properties subject to the trusts in this indenture (subject, however, to the provisions of Section 2 of Article One hereof); but any such conveyance, mortgage, pledge, delivery, assignment or transfer, pursuant to the provisions of this clause, as and for additional security, may be made subject to any liens, reservations, limitations, conditions and provisions which shall be specified or set forth in such supplemental indenture.

SUBJECT, HOWEVER, to the condition that nothing in this indenture contained shall be construed to limit the right or power of the Railway Company, hereby expressly reserved, to own and hold, or in any manner acquire, free from the lien of this indenture, except by the use of bonds secured by this indenture, or by deposited cash paid out as provided by Section 7 of Article Three hereof, lines of railway, branches, extensions, stocks or bonds, or any other property whatsoever or interests therein not specified or included in the granting clause hereof, excepting only equipment and appurtenances appertaining to the property now or hereafter subject to this indenture. The Railway Company may, however, except by the use of bonds secured by this indenture or by deposited cash paid out as provided by Section 7 of Article Three hereof, purchase and acquire equipment free from the lien hereof, by lease or conditional sale, or under any other form of equipment trust, or purchase agreement, and issue obligations therefor secured by mortgage or pledge of such equipment, provided, that when and as and to the extent that the title to or any interest in such equipment shall vest in the Railway Company, free in whole or in part from such obligations, then the equipment or interest therein as it becomes vested in the Railway Company, shall become subject to the lien of this indenture.

TO HAVE AND TO HOLD the premises, railroads, properties, real or personal, rights, franchises, estates and appurtenances hereby conveyed and assigned, or intended to be conveyed or assigned, unto the Trustee, its successors and assigns forever:

SUBJECT, HOWEVER, as to certain portions of said premises hereby mortgaged and conveyed, to the hereinafter mentioned mortgages, so far as they constitute liens thereon, and subject, also, to the reservations contained in any deed of conveyance of any of said premises under which the Railway Company has acquired or hereafter shall acquire title thereto.

BUT IN TRUST, for the equal and proportionate benefit and security of all present and future holders of the bonds and interest obligations issued and to be issued under and secured by this indenture, and for the enforcement of the payment of said bonds and interest obligations when payable, and the performance of, and compliance with, the covenants and conditions of this indenture, without preference, priority or distinction as to the lien or otherwise of any one bond over any other bond by reason

of priority in the issue or negotiation thereof, so that each and every bond issued, and to be issued as aforesaid, shall have the same right, lien and privilege under this indenture, and so that the principal and interest of every such bond shall, subject to the terms hereof, be equally and proportionately secured hereby, as if 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 this indenture shall take effect from the day of the date hereof, without regard to the date of actual issue, sale or disposition of said bonds, and as though upon the day of such date of said bonds had been actually issued, sold and delivered to, and were in the hands of innocent holders for value.

AND IT IS HEREBY COVENANTED AND DECLARED that all such bonds, with the coupons for interest thereon, are to be executed, authenticated and delivered, and that the mortgaged premises are to be held by the Trustee, subject to the further covenants, conditions, uses and trusts hereinafter set forth; and it is covenanted between the parties hereto, and between the Railway Company and the holders of bonds issued hereunder, as follows, viz:

ARTICLE ONE.

LIMITATIONS ON 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 Railway Company, after deducting therefrom the amount of all bonds reserved under the provisions of this indenture to retire prior debt at or before maturity, shall never exceed three times the par value of the then outstanding capital stock of the Railway Company, or of a successor corporation.

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 Railway Company, after deducting therefrom the amount of all bonds then reserved under the provisions of this indenture to retire prior debt at or before maturity, shall be equal to three times the amount of such outstanding 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 so to be added shall be the aggregate of the principal amount of $28,686,000 prior lien bonds specified in Section 1 of Article Three hereof and of the $16,500,000 bonds specified in Section 2 of Article Three hereof and of the indebtedness which shall be included under prior debt by the provisions of Section 3 and Section 4 of Article Three hereof (after subtracting from such aggregate, (a) the principal amount thereof that shall have been paid, and (b) the principal amount thereof that shall be deposited with and held by the Trustee; and the reserved bonds to be deducted are the bonds issuable under this indenture and then reserved for the purpose of refunding prior debt, as provided in said Article Three. If, however, there is or at any time shall be any prior debt of the Railway Company which is not specified in Sections 1 and 2 of said Article Three, or which shall not be included under Section 3 and Section 4 of said Article Three, the prior debt not so specified or included 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.

SECTION 2. Bonds shall not be issued hereunder or deposited cash paid out 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.

ARTICLE TWO.

Form, Execution, Delivery, Registry and Exchange of bonds.

SECTION 1. All bonds to be issued under and secured by this indenture shall be known as "First Mortgage Gold Bonds" (hereinafter sometimes referred to as first mortgage bonds), and from time to time the bonds issuable under this indenture shall be executed on behalf of the Railway 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 Trustee for authentication by it; and thereupon, as provided in this indenture and not otherwise, the Trustee shall authenticate the said bonds and shall deliver the same to the Railway Company. Only such bonds as shall bear thereon endorsed a certificate of authentication substantially in the form hereinbefore recited, executed by the 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 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 Railway Company bonds shall be authenticated and shall be delivered hereunder in advance of the registration or recording of this indenture.

In case any of the officers of the Railway Company who shall have signed and sealed any of the bonds issuable under this indenture shall cease to be such officers of the Railway Company before the bonds so signed and sealed shall have been actually authenticated and delivered by the 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 Railway Company; and also any such bond may be signed and sealed in behalf of the Railway Company by such persons as at the actual date of the execution of such bond shall be the proper officers of the Railway Company, although at the date of such bond any such person shall not have been an officer of the Railway Company. The coupons to be attached to coupon bonds shall be attested by the engraved facsimile signature of the present Secretary or of any future Secretary of the Railway Company and the Railway Company may adopt and use for that purpose the engraved facsimile signature of any person who shall have been such Secretary, notwithstanding the fact that he may have ceased to be such Secretary 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 Trustee shall not authenticate or deliver any coupon bond unless all coupons thereon then matured shall have been detached and canceled, and delivered by the Trustee to the Railway Company.

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 an interest payment date, 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 Railway Company.

The bonds of each such series shall be distinctively designated by a serial letter or otherwise, and shall bear such date as may be determined by the Board of Directors at the time of the authorization of such series.

In authorizing the issue of any series, the Board of Directors of the Railway Company shall determine (1) the date of maturity of such series, (2) the rate of interest and the interest payment dates (which shall be the same for all bonds of the same series) to be borne by the bonds of such series, (3) whether or not the bonds of such series at the election of the Railway 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 Railway 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 Railway 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 Railway 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 Railway 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 and in the form of bonds of different denominations 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 Railway 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 Railway 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, $5,000, $10,000 or $50,000, and may also, at the election of the Railway Company, expressed as above provided, be issued in other denominations. Coupon bonds of one denomination may, at the election of the Railway 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 Railway 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 Trustee; and the Railway 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 registered on such register at the said office or agency and such registration noted on the bond by the Railway 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 Railway Company. Upon presentation to the Railway Company of such registered coupon bond and delivery of a written instrument of transfer thereof in a form approved by the Railway Company, executed by the registered holder, such bond shall be transferred upon such register by the registered holder, in person or by attorney duly authorized, and such transfer shall be noted by the Railway Company on the bond. But the same may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability shall be restored; but such bond may again from time to time, be registered, or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, but every such coupon shall continue to be transferable by delivery merely, and shall remain payable to bearer.

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 Railway Company shall issue, and the said 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 number or numbers 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 Railway Company, executed by the registered holder, shall be surrendered for exchange for a coupon bond or bonds, the Railway Company shall issue and the said 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 numbers 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 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 Railway Company, executed by the registered holder, the Railway Company shall issue, and the said 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 number or numbers of coupon bonds which were endorsed upon the registered bond so surrendered. In every case of any such exchange or transfer the said Trustee forthwith shall cancel the surrendered bond, and, if a coupon bond, the coupons appertaining thereto, and shall deliver the same to the Railway Company.

All such transfers or exchanges, unless otherwise covenanted in the bond, shall be made only at the office or agency of the Railway 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 Railway 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 number or numbers of the coupon bonds so reserved unissued shall by the Railway 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 Railway Company and approved by the 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 Railway 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 Railway 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 Railway Company in its discretion may execute, and thereupon the Trustee shall authenticate and deliver, a new bond of like series, tenor and date, bearing in the case of a coupon bond the same serial number 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 number or numbers of coupon bonds as were endorsed upon the bond so mutilated, destroyed or lost, in exchange and substitution for and upon cancellation 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 Railway Company and to the 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 Railway Company and the Trustee, respectively, as in their discretion they may require. The Railway 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. Without unreasonable delay, the Railway Company will cause engraved bonds to be prepared and executed. Until the engraved bonds shall be prepared, the Railway Company may execute, and, upon the request of the Railway Company, the 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 omission, 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 cancellation of such surrendered bonds, the 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 Railway Company, such bonds may be authenticated and delivered hereunder in advance of the recording of this indenture.

SECTION 6. If the Railway Company at any time be consolidated with or merged into another corporation, or if it sell at any time to another corporation the property covered by this indenture and securing the bonds issued hereunder, then any issue of registered or coupon bonds thereafter in lieu of previously issued bonds, whether upon exchange of coupon for registered bonds or registered bonds for coupon bonds or in case of transfer of registered bonds or in exchange for mutilated bonds or in lieu of lost or destroyed bonds, or otherwise as permitted hereunder may be made in case of such consolidation or merger by the successor corporation, and in case of such sale in the name of the Railway Company and under its seal by the President or Vice President and the Secretary or Assistant Secretary of such purchasing corporation; and in any such case the clauses of such bonds concerning manner of execution may be appropriately changed, and execution thereof may be in accordance herewith. Registration of bonds in case of such consolidation or merger may be by the successor corporation upon its books and in case of such sale may be by the proper officers of the purchasing corporation upon its books.

SECTION 7. Whenever requesting the authentication of any bonds hereunder, the Railway Company shall cause to be delivered to the Trustee a certified copy of a resolution, duly adopted by the Board of Directors of the Railway Company or by its Executive Committee, 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.

Except in exchange for like principal amounts at the time outstanding under this indenture, the 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 Railway 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 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 Railway Company whenever requesting the authentication of any bonds under Section 7 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 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 Railway Company, setting forth: (a) the aggregate amount of bonds issued hereunder at the time outstanding; (b) the amount of prior debt of the Railway Company as defined in Section 1 of 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 capital stock of the Railway Company then outstanding.

ARTICLE THREE.

ISSUE AND APPROPRIATION OF BONDS.

All bonds to be issued hereunder shall be executed by the Railway Company and authenticated and delivered by the 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 $28,686,000 shall be and hereby are reserved for issue from time to time for the purpose of exchanging, redeeming, purchasing, retiring, refunding or paying before, at or after maturity, prior debt of the Railway Company evidenced by bonds and secured, viz.:

(1) Bonds in the principal amount of $28,211,000, known as Consolidated Mortgage Bonds, maturing June 1, 1930, issued and now outstanding of a total authorized issue of $30,000,000 under the provisions of and secured by mortgage dated June 1, 1880, to Central Trust Company of New York, Trustee, on about 1,600 miles of railroad subject to the lien of this indenture.

(2) Bonds in the principal amount of $475,000, being the balance now outstanding of an issue of bonds by The North Wisconsin Railway Company, bearing interest at the rate of 6 per cent, maturing January 1, 1930, and secured by mortgage made by The North

Wisconsin Railway Company dated November 1, 1879, upon that portion of the railway hereby conveyed from Northline, Wisconsin, to Bayfield, Wisconsin, with branches therefrom, aggregating about 177.51 miles.

The holders of said outstanding The North Wisconsin Railway Company Bonds have the right to surrender said bonds held by them respectively at any time prior to the maturity thereof and receive from the Railway Company in exchange therefor a like amount of Consolidated Mortgage Bonds; and the Railway Company has reserved for issue and there are issuable additional Consolidated Mortgage Bonds to the aggregate amount of $475,000 for the purpose of such exchange of Consolidated Mortgage Bonds for said outstanding The North Wisconsin Railway Company Bonds from time to time when such exchange shall be requested by the holders of said The North Wisconsin Railway Company Bonds, or any of them.

In case additional Consolidated Mortgage Bonds shall be hereafter issued in exchange for and in retiring said outstanding The North Wisconsin Railway Company Bonds, or any of them, the amount of Consolidated Mortgage Bonds for the payment, refunding and retiring of which said First Mortgage Bonds are hereby reserved will be increased to the amount of bonds so issued in making such exchange, and the amount of The North Wisconsin Railway Company Bonds for which said First Mortgage Bonds are hereby reserved will be decreased in like amount so that the total amount of First Mortgage Bonds hereby reserved to exchange, redeem, purchase, retire, refund or pay said Consolidated Mortgage Bonds and said The North Wisconsin Railway Company Bonds will not be affected thereby.

Section 2. Bonds issuable hereunder in the principal amount of $16,500,000 shall be and hereby are reserved for issue from time to time for the purpose of exchanging, redeeming, purchasing, retiring, refunding or paying, before, at or after maturity, prior debt of the Railway Company evidenced by bonds aggregating $16,500,000 in principal amount and secured, viz.:

$1,500,000-Superior Short Line Railway Company First Mortgage Bonds, due June 1, 1930, bearing interest at 5% per annum, secured by a mortgage made by Superior Short Line Railway Company dated June 1, 1895, upon that portion of the railway hereby conveyed from Duluth, Minnesota, to Superior, Wisconsin, in the states of Wisconsin and Minnesota, aggregating about 11.07 miles.

$15,000,000-Debenture Gold Bonds of the Railway Company, due March 1, 1930, bearing interest at 5% per annum issued under an agreement between Chicago, St. Paul, Minneapolis & Omaha Railway Company and Central Trust Company of New York and James N. Wallace, Trustees, dated March 1, 1912.

Section 3. First mortgage 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, the bonds secured by mortgage prior to the lien of this indenture upon railroads or real property hereafter conveyed by the Railway Company to the Trustee by indenture or indentures supplemental hereto, executed as provided in Article Twelve 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 Railway Company and be conveyed to the Trustee 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 Railway Company whenever prior debt is mentioned in this indenture or in any indenture supplemental hereto. Prior debt of the Railway Company shall also include the indebtedness secured by lien prior to the lien hereof against which bonds are required to be reserved by the Trustee under paragraph (2) of Section 7 of this article.

SECTION 4. First mortgage bonds may, subject to the provisions of Section 2 of Article One, at the election of the Railway Company, to be expressed by resolution of its Board of Directors or Executive Committee, a duly certified copy of which shall be delivered to the 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, 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 Railway 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 Railway Company to the Trustee 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 Twelve hereof, excepting from such conveyance, however, any lands (other than right of way and railroad yards, station and terminal grounds) which may have been granted to such other company by the United States, or any State of the United States, or any County of any of said State. The bonded indebtedness against which the Railway Company shall so elect to reserve first mortgage 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 Railway Company whenever prior debt is mentioned in this indenture or in any indenture supplemental hereto.

SECTION 5. Whenever the Railway Company shall tender or shall cause to be tendered to the Trustee any of the obligations constituting part of the prior debt, to retire which bonds are then reserved under this article, either in bearer form or accompanied by proper instrument of assignment and transfer, with all unmatured coupons thereunto belonging, whether before, at or after maturity thereof, the Trustee, in exchange therefor, shall authenticate and deliver to the Railway Company, or upon its order, first mortgage bonds in an aggregate principal sum equal to the face amount of the obligations so tendered to the Trustee. Unless canceled in accordance with the provisions of this indenture and until so canceled, all such obligations delivered to the 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 Trustee shall be stamped, "Not negotiable, held in trust for the purposes declared in the First Mortgage of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, dated May 1, 1929."

At any time or times at or after the maturity, or within twelve months before the maturity, of any obligations constituting part of the prior debt, to retire which bonds are then reserved under this article, the Railway Company may sell first mortgage bonds reserved for such purpose, in order to provide the means to purchase, pay or retire such of the obligations constituting part of the prior debt as shall not theretofore have been delivered to the Trustee under this indenture, and which have matured or are to mature within twelve months; and the Trustee shall authenticate and shall deliver to the Railway Company, or upon its order, first mortgage bonds in an aggregate principal sum not exceeding the face amount of such obligations constituting part of the prior debt as have matured, or are to mature within twelve months; PROVIDED, that an amount of money equal to the face value of the first mortgage bonds so authenticated and delivered simultaneously shall be deposited with the Trustee in exchange therefor. Out of the money so received by the Trustee, it shall, on demand of the Railway Company, and upon delivery to the Trustee of the obligations, either in bearer form or accompanied by proper instrument of assignment and transfer, so purchased, paid or retired by the Railway Company, pay to the Railway Company, or upon its order, a sum equal to the face amount of such obligations so purchased, paid or retired.

Neither the principal nor the interest of any obligations delivered to and held by the Trustee shall be collected or required to be paid, unless or until proceedings shall have been instituted to foreclose the mortgage securing such obligations, by entry or by sale or otherwise; but then and thereupon all of the obligations of such issue then held by the Trustee, and all interest thereon maturing on or subsequent to the date upon which the default was made for which such proceedings shall have been instituted, shall be entitled to payment, and payment thereof shall be enforced ratably and equally with all other obligations of such issue not deposited with the Trustee.

Whenever any bonds constituting part of the prior debt of the Railway Company are redeemed, purchased or acquired pursuant to the provisions of any trust deed or mortgage and are received by the trustee under such trust deed or mortgage, then from time to time, upon the production by the Railway Company of a certificate from such trustee to the effect that such bonds in an amount to be specified in such certificate, have been redeemed, purchased or acquired pursuant to the provisions of such trust deed or mortgage, and that such bonds have been received and duly canceled by such trustee, and that such amount is not covered by any prior certificate issued by such trustee pursuant hereto, or pursuant to the Consolidated Mortgage, the Trustee hereunder shall authenticate and deliver to the Railway Company first mortgage bonds under this indenture in the same way and to the same amount as would be done if such underlying bonds had been surrendered to said Trustee under the provisions of this section; and thereupon the Railway Company shall be entitled to receive the bonds so authenticated and delivered to it. In the case of such issue, the bonds which would otherwise be issuable against such underlying bonds under the provisions of the Consolidated Mortgage shall be no longer issuable thereunder, and no bonds shall be reserved hereunder for their retirement.

Whenever all bonds of a particular issue constituting part of the prior debt, shall have been deposited with the Trustee, or provision shall have been made satisfactory to the Trustee for the payment or retirement of any bonds not so deposited, and there shall

not be outstanding any bonds of any other issue constituting part of the prior debt secured by mortgage or other instrument, the lien of which is junior to the lien securing such deposited bonds and prior to the lien of this indenture upon any part of the property covered by the mortgage or other instrument securing such deposited bonds, then, upon delivery to the Trustee of a certified copy of a resolution of the Board of Directors of the Railway Company or of its Executive Committee requesting such action, all the deposited bonds of such issue constituting part of the prior debt shall be canceled by the Trustee and surrendered to the Railway Company, and the Railway 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 Trustee as further security hereunder.

In case any of the prior debt, to acquire, retire or refund which, first mortgage 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.

A certificate signed by the President or any Vice President, and the Secretary or Assistant Secretary of the Railway Company, as to any facts pertinent to the right under Sections 1, 2, 3, 4 and 5 of this article to authenticate and deliver first mortgage bonds, may be received by the Trustee as conclusive evidence of such facts and shall constitute full authority for the action of the Trustee in accordance therewith.

SECTION 6. First mortgage bonds hereunder in the principal amount of $450,000.00 shall, as soon as may be after the execution of this indenture, be authenticated and delivered by the Trustee to the Railway Company for the purpose of reimbursing the Railway Company for moneys expended during the five years next preceding the first day of May, 1929, in the permanent improvement of, additions to the property of the Railway Company, subject to the lien of this indenture, upon delivery to the Trustee of the instruments required by Section 7 of Article Two, together with a certificate of the President and Chief Engineer of the Railway Company stating that an amount of money, equal to or greater than the amount of bonds to be so authenticated and for which no bonds have been issued or called for under this indenture or any prior mortgage, has been expended in such permanent improvements and additions during the five years next preceding the 1st day of May, 1929, and is properly chargeable to capital account for the cost of road, property or equipment under the rules and regulations, then in force, of the Interstate Commerce Commission. Said improvements and additions shall not be subject to any lien other than the lien hereof, or of one or more of the prior mortgages specified in Section 1 or Section 2 of this article; provided, however, that no bonds shall be authenticated and delivered by the Trustee to the Railway Company under the provisions of this Section 6 or under any other provision of this indenture until after the prior lien bonds specified in Section 1 and Section 2 of this Article Three shall have been exchanged, purchased, retired, refunded or paid, or until the Railway Company has made payment to the Trustee, or for its account as hereinafter provided, of the amount necessary to provide for the payment at maturity of the principal and unpaid interest to maturity of said prior lien bonds.

SECTION 7. From time to time first mortgage bonds may be executed by the Railway 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 Trustee to pay for or in

reimbursement of expenditures made after May 1, 1929, for some one or more of the following purposes:

I. The construction, completion or acquisition by the Railway Company of any line or lines of railway, or any part thereof, or any interest or right therein, now or at any time hereafter subject to the lien of this indenture or 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. The construction, completion or acquisition by the Railway 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 Railway 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 Railway Company then subject to this indenture;

III. The construction or acquisition by the Railway Company of rolling stock or floating equipment for use upon or in connection with any of the lines of railroad at the time subject to this indenture, PROVIDED, that no bond 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 or charge 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 railway 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 7.

For the purpose of this Section, a line of railway shall be deemed to be "connecting" with a line of railway subject to this indenture if it shall connect with the same by direct junction of tracks, or by ferry, or by bridge or railroad to which the Railway Company shall have acquired an exclusive or joint right of user, if such right of user, and every renewal or extension thereof, shall be assigned or pledged hereunder.

In case the authentication and delivery of bonds under this section are called for to reimburse the Railway Company for expenditures previously made for purposes specified in this section, such bonds shall be authenticated and delivered to the Railway Company or upon its written order, upon delivery to the Trustee of a certified copy of the resolution of the Board of Directors or Executive Committee of the Railway Company, as the case may be, 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 Railway Company for expenditures as aforesaid, the Railway Company shall, in addition to complying with the requirements of Section 7 of Article Two

hereof, deposit with the Trustee a sum in cash equal to the principal amount of the bonds to be so authenticated and delivered, and thereupon the Trustee shall authenticate and deliver to or upon the order of the Railway 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 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 Trustee for the disposition of which no other provision is made under this indenture. The deposited cash shall be held by the Trustee as a part of the trust estate until paid to or upon the written order of the Railway 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 Railway Company to the Trustee preliminary to the authentication and delivery of bonds for reimbursement of the Railway 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 or V, shall be as follows:

(1) A certificate of the President or any Vice President, and the Secretary or Comptroller or Chief Engineer of the Railway Company stating (a) that expenditures have been made by the Railway Company subsequent to May 1, 1929, for one or more of the purposes specified in this section, and describing briefly each particular purpose; (b) that the expenditures so made were not in excess of either the reasonable cost or the fair value of the work done or the property constructed or other property acquired; (c) that no part of such expenditures 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 moneys received by the Railway Company from the 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 additional lines of railroad, branches, extensions or other real property, such certificate shall state whether such property is subject to any lien prior to this indenture other than the prior debt specified in this article, or in an indenture supplemental hereto, executed as provided in Article 12 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 2 of Article One, and the Trustee shall set aside and reserve bonds issuable under this Section 7 to the amount of such lien until such lien shall be refunded hereunder or paid and released.

(3) 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 Railway Company may respectively certify to separate facts.

Whenever the Railway 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 Railway 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 Railway 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 Railway Company to the Trustee of a certificate containing the statements required in the foregoing certificate described in paragraph (1) above so far as applicable and upon compliance by the Railway Company with the other requirements of this section. The prior lien so acquired and subjected to the lien hereof shall be held by the Trustee on the same terms as prior debt refunded under Section 5 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 Trustee shall authenticate and deliver to the Railway Company, or on its written order, an amount of its first mortgage bonds, of the description called for in such resolutions, in the principal amount, or pay to the Railway Company, or on its written order, deposited cash to an amount, equal to the expenditures made by the Railway Company as set forth in such certificate; except as to expenditures for equipment in which case the principal amount of the bonds authenticated and/or amount of deposited cash paid shall not exceed 90% of such expenditures. The certificate and resolutions and other instruments required to be submitted to the Trustee hereunder may be received by it as conclusive evidence of any statements 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 Trustee for its action on the faith thereof.

Whenever the expenditures certified as aforesaid shall have been made for the construction or acquisition of property, and bonds hereunder shall have been authenticated and delivered or deposited cash paid out to the Railway Company to reimburse it for such expenditures, the property so constructed or acquired IPSO FACTO shall become and be subject to this indenture. Nevertheless, upon request, the Railway Company will also make, execute and deliver any additional conveyance or assurance for that purpose that may be reasonably required, and shall also furnish to the Trustee the written opinion of counsel (who may be of counsel for the Railway Company) to the effect that such conveyances or other instruments are sufficient for that purpose, or, in lieu of such instruments are sufficient for that purpose, or, in lieu of such instruments of further assurance, the Railway Company shall furnish a written opinion of such counsel that no conveyance or instrument of further assurance is necessary for the purpose aforesaid.

SECTION 8. In every case of the authentication of bonds or the payment of deposited cash pursuant to the provisions of Section 7 of Article Three of this indenture in respect of the construction or acquisition by the Railway Company of rolling stock or floating equipment the Railway Company shall pay to the Trustee on the 31st day of December next following such authentication or payment, and on each 31st day of December thereafter, until twenty such payments have been made, an amount in cash equal to 5 per cent of the principal amount of bonds so authenticated or of the amount of deposited cash so paid.

Any moneys received by the Trustee under this Section 8 shall be held by the Trustee as part of the deposited cash referred to in Section 7 of Article Three of this indenture and shall be paid out from time to time by the Trustee for any of the purposes specified in said Section 7 but subject to the restrictions therein specified.

SECTION 9. Whenever and as often as the Railway 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 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 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 Trustee to authenticate hereunder and to deliver to the Railway Company bonds for the purpose, and specifying the provisions of said bonds in conformity with Section 7 of Article Two of this indenture, the Trustee shall authenticate and deliver to the Railway Company on its written order, bonds hereunder for a principal amount equal to the principal amount of such bonds so received by the Trustee.

At any time or times, upon delivery to the 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 in conformity with Section 7 of Article Two of this indenture requesting the Trustee to authenticate hereunder and to deliver to the Railway Company bonds for the purpose, the Trustee shall authenticate and deliver to the Railway 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 equal to the principal amount of the bonds so authenticated and delivered shall simultaneously be deposited with the Trustee in exchange therefor. On the written order of the Railway Company, and upon delivery to the 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 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 Trustee, out of the cash so deposited with it, shall pay to the Railway Company a sum equal to the principal amount of such bonds so delivered to the Trustee.

In case any such bond shall have been canceled before tender thereof to the Trustee under the provisions of this Section 9, 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 9, 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 Trustee under the provisions of this Section 9 be a bond purchased or acquired by means of a sinking fund provided for in respect to such series, the Trustee shall not accept the same, unless and until all the bonds of such series shall be tendered to it.

All bonds and coupons delivered to the Trustee under the provisions of this section unless previously canceled, shall be canceled by the Trustee upon such delivery and shall be returned to the Railway Company.

SECTION 10 (a) Whenever, from time to time, the Railway Company shall tender or cause to be tendered to and shall deposit or cause to be deposited with, the 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 issued under this indenture together with all unmatured coupons, if any, thereto belonging, together with a copy of a resolution requesting the Trustee to authenticate and to deliver other bonds issuable under this indenture in exchange therefor, the Trustee, in exchange for bonds received by the Trustee upon such tender, shall authenticate and deliver to the Railway 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 Trustee;

(b) At any time or times, at or after the maturity, or within twelve months before the maturity, of any bonds issued hereunder, the Railway 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 maturing bonds. Upon delivery to the Trustee of a copy of a resolution requesting the said Trustee to authenticate and to deliver to the Railway Company such bonds to be sold or disposed of for or in respect of the payment or purchase of the bonds so maturing, and specifying such bonds so to be paid or purchased, the Trustee shall authenticate and deliver to the Railway 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 equal to the principal amount of the bonds so authenticated and delivered shall simultaneously be deposited with the Trustee in exchange therefor. On the written order of the Railway Company, and upon delivery to the Trustee from time to time of bonds specified in the resolution aforesaid (other than bonds in exchange for which the Trustee shall have authenticated and delivered bonds under the foregoing subdivision (a) of this Section 10), 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 unmatured coupons, if any, thereto belonging, the Trustee, out of the cash so deposited with it, shall pay to the Railway Company or upon its written order a sum equal to the principal amount of such bonds so delivered to the Trustee.

In case any such bond shall have been canceled before tender thereof to the Trustee under the provisions of this Section 10, the 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 10, 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 Trustee under the provisions of this Section 10 be a bond purchased or acquired by means of a sinking fund provided for in respect to such series, the 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 Trustee under the provisions of this

Section 10, unless previously canceled, shall be canceled by the said Trustee upon such delivery and shall be returned to the Railway Company.

SECTION 11. The 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 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 Railway 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 12. As to any moneys to be deposited with or held by the Trustee under any provision of this indenture, the Railway Company may designate in writing other trust companies, banks and bankers, approved as to responsibility by the Trustee, with which such moneys may be deposited for account of the Trustee, and with like approval may fix the proportions or amounts in which deposit shall be made therewith, or revoke the designation of a trust company, bank or bankers theretofore designated, or reduce, or, with like approval, increase the proportion or amount of such moneys which may be kept or deposited with any such depositary or depositaries, and accordingly such moneys shall be transferred from one depositary to another upon the written order of the Trustee, provided, however, that there shall not at any time be on deposit with any one incorporated bank or trust company other than the Trustee an amount of such moneys greater in the aggregate than one-half of the amount of the capital and surplus of the bank or trust company receiving such deposit; but nothing herein contained shall be deemed to limit the amount which may at any time be on deposit with any unincorporated bankers. The moneys deposited with depositaries other than the Trustee shall be paid out only upon the written order of the Trustee. In every case of a depositary other than the Trustee, such depositary shall execute and deliver to the Trustee an appropriate instrument acknowledging the receipt of such moneys and agreeing to hold and to pay the same from time to time upon the written order of the Trustee. Any depositary shall be protected by any such order in any payment made upon the faith thereof, and no such depositary shall be under any obligation to see to the application of the amount so paid. So long as no event of default shall have happened and be continuing, any interest allowed by the Trustee or by any other depositary upon moneys in its hands shall be paid from time to time to or upon the order of the Railway Company. The Trustee shall not have any responsibility, whether to the Railway Company or to the bo holders, or otherwise, for any of said moneys while on deposit with any trust company, bank or bankers designated as hereinbefore provided, except for moneys actually remaining on deposit with the Trustee.

ARTICLE FOUR.

REDEMPTION OF BONDS BEFORE MATURITY.

SECTION 1. In the issue of any particular series of bonds hereunder the Railway 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

Railway Company may determine and as shall be appropriately expressed in each of the bonds of that series.

In case the Railway Company shall desire to exercise such right to redeem and to pay off all or any part of the bonds of a particular series, 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 the date of redemption, the first publication to be not less than sixty (60) days nor more than ninety (90) days prior to the date of redemption, a notice thatthe Railway 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 the date therein specified, and that on such date there will become and be due and payable upon each of the bonds so to be redeemed, at the office or agency of the Railway 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 date of redemption. Upon advertisement of such notice by the Railway Company, the bonds so called for redemption shall become and shall be due and payable on the date specified in such notice, at par, or with such premium, if any, as if specified in such bonds, together with the interest accrued. If any of the bonds to be redeemed are registered bonds, or coupon bonds registered as to principal, similar notice shall be sent by the Railway Company through the mails, postage prepaid, at least sixty (60) days prior to such redemption date, to the persons respectively who shall appear by the transfer register of the Railway Company to be the registered holders of such bonds, at their addresses as the same shall appear, if at all, upon the transfer register of the Railway Company, but such mailing shall not be a condition precedent to such redemption and failure so to mail any notice shall not affect the validity of the proceedings for the redemption of such bonds.

The sum so due for principal and premium, if any, of each coupon bonds shall be payable to the bearer of such coupon bond unless it shall have been registered, and, if it shall have been registered, thensuch payment shall be made to the registered holder of such registered coupon bond, but in no case shall the Railway 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 Railway 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 Railway Company shall elect to redeem a part only of any series of First Mortgage bonds then outstanding, the bonds of said series so to be redeemed shall

be selected by lot by the Trustee in such manner as it shall deem proper, and, if the Railway 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 Railway Company, if requested by the 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 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 Trustee of all its costs, charges and expenses in relation thereto, the Trustee shall cancel and satisfy this indenture and assign and deliver to the Railway Company all securities then held by the Trustee under the provisions hereof. The 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 RAILWAY COMPANY.

The Railway 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 all coupons shall forthwith be canceled by the Railway 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 Railway 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.

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 Railway Company may require the registered holder of such registered bond, or the bearer of such coupon, to furnish such evidence as will enable the Railway 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 Railway Company will give notice to the Trustee of the location of any such office or agency or agencies and of any change of location thereof, and in case the Railway 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 Trustee, but, except where otherwise expressly provided by this indenture, the Trustee shall not be under any duty to the Railway Company or any

other person to take any action in respect of any such demand or notice.

SECTION 2. Whenever required by the Trustee, the Railway Company will grant, convey, confirm, assign, transfer and set over unto the Trustee the estate, right, title and interest of the Railway Company in or to all real and personal estate, corporate rights and franchises which in any way or manner it shall acquire as appurtenant to the railroads hereby mortgaged, or for the construction or acquisition of which any bonds hereunder shall have been issued or deposited cash paid out, and also it will do, execute, acknowledge and deliver or it will cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, transfers and assurances for the better assuring, conveying and confirming unto the Trustee all and singular the premises, estates and property hereby conveyed, or intended so to be, as reasonably it shall require for better accomplishing the provisions and purposes of this indenture, and for securing payment of the principal and interest of the bonds intended to be hereby secured.

SECTION 3. The Railway Company, from time to time, will pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the railway and other premises hereby mortgaged, or upon any part thereof, or upon the income and profits thereof, or upon the interest of the Trustee 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; PROVIDED, HOWEVER, that nothing contained in this section shall require the Railway Company to pay any such tax, assessment or charge, so long as the Railway 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 Railway 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 Railway Company covenants that the premises hereby conveyed are subject to no mortgage or trust deed except those securing the bonds described in Section 1 and Section 2 of Article Three hereof, and that it will not 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, except that it reserves the right subject to the provisions of Section 5 of this article to issue the residue of the bonds, unissued at the date hereof, and issuable under the provisions of its Consolidated Mortgage in exchange for said North Wisconsin Railway Company Bonds, 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 Railway Company to pay any such claim or demand so long as the Railway Company in good faith shall contest the validity thereof or its enforcement as a lien or charge superior to this indenture.

SECTION 5. The Railway Company covenants that bonds shall not hereafter be issued under any of the several mortgages or trust agreements described in Section 1 and Section 2 of Article Three hereof in addition to the principal of the bonds therein specified as outstanding under such mortgages and trust agreements, respectively; except, however, that the residue of the bonds in the principal sum of $475,000.00 unissued at the date hereof and issuable under the provisions of the Consolidated Mortgage of the Railway Company as stated in subdivision (2) of Section 1 of Article Three hereof may be issued pursuant to the provisions of said mortgage. In case any of the underlying bonds described in subdivision (2) of Section 1 of Article Three be paid or refunded without the issue of bonds reserved for that purpose in the Consolidated Mortgage, the amount of bonds so reserved in said mortgage for that purpose, and which may thereafter be issued thereunder in accordance with the provisions of this section, shall be reduced by an amount equal to the principal of the bonds so paid or retired.

SECTION 6. Exclusively for the benefit of the holders of bonds issued hereunder, the Railway Company will pay or cause to be paid the interest on the bonds described in Section 1 and Section 2 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 Trustee 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.

SECTION 7. The Railway 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 Railway 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 Railway 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 Railway Company or any part thereof; PROVIDED that in case any portion or portions of the railroad of the Railway Company which it now owns and controls, or which it may hereafter acquire, own and control, shall prove unremunerative and unprofitable in the judgment of its Board of Directors, such portion or portions of its said railroad may, with the consent and approval of the Interstate Commerce Commission or other governmental body having jurisdiction thereover, be abandoned and eliminated from its system.

SECTION 8. The Railway 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 Railway 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 Railway 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 Section 3 or Section 4 of this article the Railway Company has covenanted to pay or discharge, or cause to be discharged, or to provide for satisfying and discharging, the 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 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 Railway 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 Railway 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 Railway 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 Railway 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 within any limitation of amount then or thereafter to be fixed as in this indenture provided.

ARTICLE SIX.

REMEDIES OF TRUSTEE AND BONDHOLDERS.

SECTION 1. The Railway Company will not, directly or indirectly, extend or assent to the extension of the time for payment of any coupon or claim for interest on any of the bonds hereby secured, and will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding such coupons or claims for interest or in any other manner. If the time for payment of any such coupon or claim for interest shall be so extended, whether or not by or with the consent of the Railway Company, such coupon or claim for interest shall not be entitled, in case of default hereunder, to the benefit of the security of this indenture, except subject to the prior payment in full of the principal of all bonds hereby secured and then outstanding and all coupons and interest on such bonds the payment of which shall not have been extended.

Neither any coupon belonging to any bond hereby secured, nor any claim for interest on any registered bond, which in any way at or after maturity shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of default hereunder, to any benefit of or from this indenture, except after the prior payment in full of the principal of the bonds hereby secured, and of all coupons and interest obligations not so transferred or pledged.

SECTION 2. In case one or more of the following events, herein called the "events of default," shall happen, that is to say (1) default shall be made in the payment of any interest on any bond or bonds secured by this indenture, and any such default shall have continued for a period of six months; or (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured when the same shall have become due and payable, whether at maturity or by declaration or otherwise; or (3) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Railway Company, and any such default shall have continued for a period of six months after written notice thereof from the Trustee, or from the holders of ten per cent in amount of the bonds hereby secured; or (4) an order shall be made for the appointment of a receiver of the Railway Company or of the trust estate or of any part thereof; or (5) the Railway Company shall fail, on the maturity of any bonds or obligations secured by any lien prior to that of this indenture on the mortgaged premises, or any part thereof, and on presentation thereof in accordance with the terms thereof, either to pay said bonds or obligations or to cause said bonds and obligations to be taken up and delivered to the Trustee to be held under this indenture; or (6) default shall be made in the payment of the interest on any bond or obligation secured by any lien prior to that of this indenture on the mortgaged premises, or any part thereof, or default shall be made in the performance of any covenant contained in any mortgage or ~~performance of any covenant contained in any mortgage or~~ deed or other instrument of trust constituting a lien on any part of the mortgaged premises in priority to this indenture and, by reason of any such default, any right of entry or right of action for the enforcement of the security afforded thereby shall accrue; then, and in each and every such case, the Trustee personally, or by its agents or attorneys, may enter into and upon all or any part of the railways, rolling stock, property and premises, lands, rights, interests and franchises hereby conveyed, and each and every part thereof, and may exclude the Railway Company, its agents and servants, wholly therefrom, and having and holding the same may use, operate, manage and control said railways and other premises, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereon, either personally or by its superintendents, managers, receivers, agents, servants or attorneys, to the best advantage of the holders of the bonds hereby secured; and upon every such entry the Trustee at the expense of the trust estate, from time to time, either by purchase, repairs or construction, may maintain and restore and insure or keep insured the rolling stock, tools, and machinery and other property, buildings, bridges and structures erected, or provided for use in connection with said railways and other premises, and whereof it shall become possessed, as aforesaid, in the same manner and to the same extent as is usual with railway companies and likewise from time to time, at the expense of the trust estate, may make all

necessary or proper repairs, renewals and replacements and useful alterations, additions, betterments and improvements thereto and thereon, as to it may seem judicious; and, in such case, the Trustee shall have the right to manage the mortgaged premises, and to carry on the business and exercise all rights and powers of the Railway Company, either in the name of the Railway Company or otherwise, as the Trustee shall deem best; and it shall be entitled to collect and to receive all tolls, earnings, incomes, rents, issues and profits of the same and every part thereof; and to collect and receive all dividends and interest moneys maturing and payable upon any shares of stock, bonds and other obligations which may be pledged hereunder. After deducting the expense of operating said railways and other premises, and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or other proper charges, upon the said premises and property, or any part thereof, as well as just and reasonable compensation for its own services and for all agents, clerks, servants and other employes by it properly engaged and employed, it 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 rate of interest as was borne by the bond 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, first to the payment of the accrued interest (with interest on the overdue installments thereof at the same rate of interest as was borne by the bond on which such interest shall be in default) in the order of the maturity of the installments, and then to the payment of the principal of all bonds hereby secured; in every instance such payments to be made 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, but are subject thereto.

Upon complying with all the provisions of this indenture as to which the Railway Company shall be in default and the payment in full of whatever may be due for such principal and interest or payable for other purposes, the premises shall be returned to the Railway Company, its successors or assigns, or to whomsoever shall be lawfully entitled thereto.

SECTION 3. If one or more of the events of default shall happen, the Trustee shall be entitled to vote on all shares of stock then subject to the lien of this indenture, and, for the benefit of the holders of the first and refunding bonds, shall be entitled to collect and receive all dividends on all such shares of stock, and all sums payable for principal, interest or otherwise upon any bonds or obligations or other indebtedness that shall then 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 or other obligations and suh indebtedness, 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; but in the event that a receiver of the railways embraced in the trust estate shall have been appointed and shall be in possession thereof, in the enforcement of this indenture or pursuant to the provisions hereof, the Trustee from time to time in its discretion may, and if requested by the holders of a majority in amount of the first mortgage bonds shall, turn over any part or all of the interest moneys and dividends so collected by it to such receiver, and the Trustee may co-operate with such receiver in managing and operating the system of the Railway Company in such manner as the Trustee shall deem for the best interest of the holders of the first mortgage bonds.

SECTION 4. In case one or more of the events of default described in Section 2 of this article shall happen then during the continuance of such default and unless the principal of all the bonds issued hereunder already shall have become due and payable, the Trustee may, and upon the written request of the holders of a majority in amount of the bonds hereby secured then outstanding shall, by notice in writing delivered to the Railway Company, 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, all arrears of interest upon all such bonds, with interest on overdue installments of interest at the same rate as was borne by the bond which shall be in default, and the expenses of the Trustee, either shall be paid by the Railway Company or be collected out of the mortgaged premises before any sale of the mortgaged premises shall have been made, and all other defaults shall have been made good or secured to the satisfaction of the Trustee, then and in every such case the holders of a majority in amount of the bonds hereby secured then outstanding, by written notice to the Railway Company and to the 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.

SECTION 5. In case one or more of the events of default described in Section 2 of this article shall have occurred and be continuing, the Trustee, with or without entry, personally or by attorney, in its discretion (a) may, to the extent authorized by law, sell to the highest and best bidder all and singular the mortgaged property and premises, rights, franchises, and interests, and appurtenances, stocks, bonds and other real and personal property of every kind, and all right, title and interest, claim and demand therein, and right of redemption thereof, in one lot and as an entirety, unless a sale in parcels shall be required under the provisions of Section 6 of this article, in which case such sale may be made in parcels as in said section provided; which sale or sales shall be made at public auction at such place in the City of St.Paul, in the State of Minnesota, or at such other place, and at such time and upon such terms, as the Trustee may fix and briefly specify in the notice of sale to be given as herein provided, unless otherwise required by law; or (b) may proceed to protect and enforce its rights and the rights of bondholders under 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 Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce any of its rights or duties hereunder.

Upon the written request of the holders of a majority in amount of the bonds hereby secured, in case of any such continuing default, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all needful steps for the protection and enforcement of its 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 Trustee, being advised by counsel learned in the law, shall deem most expedient in the interest of the holders of the bonds hereby secured.

Anything in this indenture contained to the contrary notwithstanding, the holders of seventy-five per cent in amount of the bonds hereby secured, and then outstanding, from time to time shall have the right, if they so elect and manifest such election by an instrument in writing executed and delivered to the Trustee, to direct and control the method and place of conducting any and all proceedings for any sale of the premises hereby conveyed, mortgaged or pledged, or for the foreclosure of this indenture, or for the appointment of a receiver, or any other proceedings hereunder.

SECTION 6. In the event of any sale, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the property hereby mortgaged shall be sold in one parcel and as an entirety, including all the rights, titles, estates, railroads, equipment, franchises, leases, leasehold interests, contracts, stocks, bonds and other real and personal property of every name and nature, unless the holders of a majority in amount of the bonds hereby secured then outstanding shall in writing request the Trustee to cause said premises to be sold in parcels, in which case the sales shall be made (so far as the law may allow) in such parcels as may be specified in such request or petition, or unless such sale as an entirety is impracticable by reason of some statute or other cause; and this provision shall bind the parties hereto and each and every of the holders of the bonds and coupons hereby secured or intended so to be.

The Railway Company, for itself and all persons and corporations hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this indenture, hereby expressly waives and releases all right to have the properties and estate comprised in the security intended to be created by this indenture marshalled upon any foreclosure or other enforcement hereof, and the Trustee, or any court in which the foreclosure of this mortgage or administration of the trusts hereby created is sought, shall have the right to sell the entire property of every description comprised in or subject to the trusts created by this indenture as a whole in a single lot, or in such parcels as may be specified as aforesaid.

SECTION 7. Notice of any such sale pursuant to any provision of this indenture shall state the time and place when and 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 consecutive weeks prior to such sale in a newspaper published in New York, N. Y., and in a newspaper published in St. Paul, Minnesota, unless otherwise required by law.

SECTION 8. The Trustee from time to time may adjourn any sale to be made by it 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, it may make such sale at the time and place to which the same shall be so adjourned.

SECTION 9. Upon the completion of any sale or sales under this indenture, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed, or good and sufficient deeds, of conveyance and transfer of the property and franchises sold, or shall execute and deliver in conjunction with the deed or deeds of the court officer conducting such sale a proper release of such property and franchises. And the Trustee and its successors hereby are appointed the true and lawful attorneys, irrevocable, of the Railway Company, in its name and stead to make all necessary deeds and conveyances of property and all necessary transfers of shares of stock, bonds and other obligations, thus sold, and for that purpose it may execute all necessary acts of assignment and transfer, the Railway Company hereby ratifying and confirming all that its said attorneys shall lawfully do by virtue hereof. Nevertheless, the Railway Company shall, if so requested by the Trustee, ratify and confirm such sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all proper deeds, conveyances and releases, as may be designated in such request.

Any such sale or sales made under, or by virtue of, this indenture, whether under the power of sale hereby granted and conferred, or under, or by virtue of, judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Railway Company in and to the premises sold, and shall be a perpetual bar, both at law and in equity, against the Railway 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 Railway Company, its successors or assigns.

For all the purposes of this indenture, the personal property and chattels conveyed, or intended to be conveyed, by or pursuant to this indenture, shall be real estate and shall be held and taken to be fixtures and appurtenances of the said railroads and part thereof, and are to be used and sold therewith and not separately therefrom, except as herein otherwise provided.

SECTION 10. The receipt of the Trustee shall be a sufficient discharge to any purchaser of the property, or any part thereof, sold as aforesaid, for the purchase money, 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, shall be answerable for any loss, misapplication or nonapplication of any such purchase money, or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

SECTION 11. In case of any such sale hereunder, whether under the power of sale hereby granted or pursuant to judicial proceedings, the principal of all the bonds hereby secured, if not previously due, immediately thereupon at the option of the Trustee shall become and be due and payable, anything in said bonds of in this indenture contained to the contrary notwithstanding.

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

FIRST. To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities, and advances made or incurred by the Trustee, in managing and maintaining the property hereby conveyed, and to the payment of all taxes, assessments or liens prior to the lien of these presents, except any taxes, assessments or other superior liens to which such sale shall have been made subject.

SECOND. To the payment of the whole amount then owing and unpaid upon the bonds hereby secured for principal and interest, with interest on the overdue installments of interest at the same rates as were borne by the respective bonds on which such installments of interest are overdue; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, 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 the accrued and unpaid interest, subject, however, to the provisions of Section 1 of this article.

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

SECTION 13. In case of any sale hereunder, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to turn in any bonds, and any matured and unpaid coupons hereby secured, in order that there may be credited, as paid thereon, the sums payable out of the net proceeds of such sale to the holder of such bonds and coupons, as his ratable share of such net proceeds, after allowing for the proportion of the total purchase price required to pay the various expenses, charges and other items, which, as provided in the last preceding section, are to be deducted from the gross proceeds of sale before applying any of such proceeds upon the bonds hereby secured; 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 turned in; and, at any such sale, any bondholders or their agents 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 Railway Company covenants that (1) in case default shall be made in the payment of any interest on any bonds at any time outstanding and secured by this indenture, and such default shall have continued for a period of six months, or (2) in case default shall be made in the payment of the principal of any such bonds when the same shall become payable, whether at the maturity of said bonds or by declaration as authorized by this indenture, or by a sale of the mortgaged premises as hereinbefore provided, then upon demand of the Trustee the Railway Company will pay to the Trustee for the benefit of the holders of the bonds and coupons hereby secured, then outstanding, the whole amount 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 installments of interest at the same rate as on the respective bonds on which such installments of interest shall be overdue; and in case the Railway Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustee 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 upon the mortgaged and pledged premises, and the right of the Trustee 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 thereof; and in case of a sale of the mortgaged premises, and of the application of the proceeds of sale to the payment of the mortgage debt, the Trustee in its own name and as 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 hereunder, and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the mortgage debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee, and no levy of any execution upon any such judgment on property subject to the lien of this indenture, or upon any other property, shall in any manner, or to any extent, affect the lien of the Trustee upon the mortgaged premises or any part thereof, or any rights, powers, or remedies of the holders of the bonds hereby secured; but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys collected by the Trustee under this section shall be applied by the Trustee, first to the payment, at the option of the Trustee, of the costs and expenses of the proceedings resulting in the collection of such moneys, and of the expenses paid or incurred by the Trustee in theretofore managing and maintaining the property hereby conveyed, and then to the payment of the amounts then due and unpaid upon such bonds and coupons, respectively, without any preference or priority of any kind, subject to the provisions of Section 1 of this article, and ratably according to the amounts due and payable upon such bonds and coupons, respectively, at the date fixed by the Trustee for the distribution of such moneys.

SECTION 15. The Railway 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 in any locality where the mortgaged premises, or any part thereof, may or shall be situated, 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 appraisement, of the mortgaged premises or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right under any statute enacted by any state 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 it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but that it will suffer and permit the execution of every such power, as if no such law or laws had been made or enacted.

SECTION 16. If an event of default shall have occurred and the Trustee shall commence any judicial proceedings to enforce any of its rights, or any rights of the bondholders under this indenture, then the Trustee shall be entitled, as matter of right, to the appointment of a receiver of the premises hereby mortgaged, and of the earnings, income, revenue, rents, issues or profits thereof, with such powers as the court making such appointment shall confer; provided, however, that notwithstanding the appointment of any such receiver, the Trustee shall be entitled to retain possession and control of any bonds, cash and other property deposited with the Trustee hereunder.

SECTION 17. The Railway Company, at any time before full payment of the bonds hereby secured, and whenever it shall deem expedient for the better protection and security of such bonds, although there be then no default entitling the Trustee to enter into possession, may surrender and deliver to the Trustee, with its consent, full possession of the whole or any part of the property, premises and interests hereby conveyed, or intended so to be for any period, fixed or indefinite. Upon such surrender and delivery to the Trustee, with its consent, the Trustee shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession thereof, for such period, fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon, and to maintain, such possession, though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of said property and premises, or of any part thereof, the Trustee, from the time of its entry, shall work, maintain, use, manage, control and employe the same 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. Upon application of the Trustee and with the consent of the Railway Company, or without such consent if an event of default shall have occurred and be continuing, a receiver may be appointed to take possession of and to operate, maintain and manage, the whole or any part of said property, wheresoever the same may be situated, and the Railway 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 any part of said property shall be appointed under this section, or otherwise, the net income and profits of such property shall be paid over to and be received by the Trustee for the benefit of the holders of the bonds hereby secured; provided, however, that notwithstanding the appointment of such receiver, the Trustee shall be entitled to retain possession and control of any bonds, cash and other property deposited with the Trustee hereunder.

SECTION 18. 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 thereof, or for the appointment of a receiver, or for any other remedy hereunder, unless the holders of a majority in amount of the bonds hereby secured then outstanding shall have made written request upon the Trustee, and shall have afforded to it reasonable opportunity, either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name, nor unless, also, the Trustee shall have been tendered adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; and such request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee to be conditions precedent

to any action or cause of action for foreclosure, or for the appointment of a receiver, or for any other remedy hereunder, on the part of any holders of bonds or coupons hereby secured; it being understood and intended that no one or more holders of bonds or 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.

SECTION 19. Except as herein expressly provided to the contrary, no remedy herein conferred upon, or reserved to, the Trustee, or 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 20. No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any right or power accruing upon 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; and every power and remedy given by this indenture to the Trustee or to the bondholders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondholders severally and respectively.

No waiver of any default hereunder shall extend to or shall affect any subsequent default, or shall impair any rights or remedies consequent thereon.

In case the Trustee shall have proceeded to enforce any right under this indenture, by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, ~~then and in every such case the Railway Company and the Trustee,~~ then and in every such case the Railway Company and the Trustee shall be restored to their former position and rights hereunder in respect of the mortgaged premises; and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

SECTION 21. 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 Six 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 SEVEN.

IMMUNITY OF OFFICERS, DIRECTORS AND STOCKHOLDERS.

No recourse under or upon any obligation, covenant or agreement of this indenture, or of any bond or coupon hereby secured, shall be had against any incorporator, stockholder, officer or director of the Railway Company, or of any successor corporation, either directly or through the Railway Company, by the enforcement of any

assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this indenture and the obligations hereby secured are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, the incorporators, stockholders, officers or directors of the Railway Company, or of any successor corporation, or by any of them, under or by reason of any of the obligations, covenants or agreements contained in, or implied from, this indenture or any of the bonds or coupons hereby secured, and that any and all personal liability of every name and nature, either at common law or in equity, or by statute or constitution, of every such incorporator, stockholder, officer or director, is hereby expressly waived as a condition of, and consideration for, the execution and issue of this indenture and such bonds and coupons.

ARTICLE EIGHT.

BONDHOLDERS' ACTS, HOLDINGS AND APPARENT AUTHORITY.

SECTION 1. 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, if made in the following manner:

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

(2) The amount of coupon bonds transferable by delivery, held by any person executing any such request or other instrument or writing as a bondholder, and the amounts and issue numbers of the bonds held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depository (wherever situated), if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depository, or had exhibited to it, the bonds therein described.

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

Such proof shall be conclusive in favor of the Trustee with regard to any action by it taken under such request or other instrument in writing.

SECTION 2. The bearer of any coupon bond hereby secured, which at the time shall not be registered as hereinbefore authorized, and the bearer of any coupon for interest on any such bond, whether the same shall be registered or not, may be deemed and treated by the Railway Company and by the Trustee 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 no notice to the contrary shall affect the Railway Company or the Trustee.

SECTION 3. The Railway Company and the Trustee may deem and treat the person in whose name any registered bond without coupons, hereby secured, shall be registered upon the bond registry of the Railway 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 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; and all such payments so made to such registered holder, for the time being, or upon his order, shall be valid and effectual to satisfy and discharge the liability of the Railway Company upon such bonds to the extent of the sum or sums so paid.

ARTICLE NINE.

RELEASE OF MORTGAGED PROPERTY.

SECTION 1. Upon the written request of the Railway Company, approved by resolution of its Board of Directors or Executive Committee, from time to time, while the Railway Company is in possession of the mortgaged premises, but subject to the conditions and limitations in this section prescribed, and not otherwise, the Trustee shall release from the lien and operation of this indenture any part of the mortgaged premises then subject thereto; provided (1) that no part of the lines of track or of the rights of way shall be released, unless the same shall no longer be of use in the operation of any of the mortgaged lines of railway, and no part of such lines of track or rights of way shall be so released if thereby the continuity of the lines of railway of the Railway Company shall be broken; and (2) that no part of the mortgaged railways or other property shall be released hereunder, unless at the time of such release it shall no longer be necessary or expedient to retain the same for the operation, maintenance, or use, of such lines of railway, or for use in the business of the Railway Company.

No such release shall be made unless the Railway Company shall have sold or exchanged, or shall have contracted to sell or exchange, the property so to be released. The Railway Company, when requesting any release hereunder, shall file with the Trustee a certificate executed as provided in Section 6 of this article, which shall set forth:

(a) a description of the property, a release of which is requested;

(b) such facts as it shall be necessary to establish in order to show that the release thereof is authorized under the provisions and restrictions of this artide;

(c) the selling price of the property, a release of which is requested, and a description of the property, if any, to be received in exchange therefor; and

(d) 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.

The proceeds of any and all such sales and all moneys received as compensation for any property subject to this indenture taken by exercise of the power of eminent domain shall be set apart and held in trust by the Railway Company and applied, with the approval of the Trustee, to the purchase of other property, real or personal, or in betterments of or improvements upon any part of the mortgaged premises. Any ~~such~~ property acquired by the Railway Company in exchange for, or to take the place of, any property released hereunder, IPSO FACTO shall become and be subject to the lien of this indenture, as fully as if specifically mortgaged hereby; but, if requested by the Trustee, the Railway Company will convey the same to the Trustee, by appropriate deeds, upon the trusts and for the purposes of this indenture.

SECTION 2. While in possession of the mortgaged premises, the Railway Company shall also have full power, in its discretion, from time to time, to dispose, free from the lien of this indenture, of any portion of the implements, machinery, rolling stock, or equipment embraced within this indenture, which may have become unfit for such use, replacing the same by, or substituting for the same, new implements, machinery, rolling stock, or equipment, of at least equal value, which shall become subject to this indenture.

SECTION 3. In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this article be required to see to the application of the purchase money.

SECTION 4. In case the mortgaged premises shall be in the possession of a receiver lawfully appointed, the powers in and by this article conferred upon the Railway Company may be exercised by such receiver, with the approval of the Trustee; and if the Trustee shall be in possession of the mortgaged premises under any provision of this indenture, then all the powers by this article conferred upon the Railway Company may be exercised by the Trustee in its discretion.

SECTION 5. The Railway Company, from time to time, may make changes or alterations in, or substitutions for, any leases or trackage rights subject to this indenture; but in any such event any modified, altered or substituted leases or trackage rights forthwith shall become bound by, and be subject to, the terms of this indenture, in the same manner as those previously existing.

SECTION 6. A certificate signed by the President or Vice President of the Railway Company may be received by the Trustee as conclusive evidence of any of the facts mentioned in this article, and shall be full warrant to the Trustee for any action on the faith thereof; but in its discretion the Trustee may require such further and additional evidence as to it may seem reasonable.

ARTICLE TEN.

CONCERNING THE TRUSTEE.

SECTION 1. The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; nor for the exercise of any discretion or power hereunder, nor for anything whatever in connection with this trust, except wilful misconduct or gross negligence; nor shall the Trustee be accountable for the use of any bonds authenticated or delivered by the Trustee hereunder or of any of the proceeds of such bonds. The Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created, which, in its opinion shall be likely to involve it in expense or liability, unless one or more of the holders of the bonds hereby secured shall, as often as required by the Trustee, furnish indemnity satisfactory to it against such expense or liability. The Trustee shall not be required to take notice of any default under this indenture, and for all purposes it 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; and until so notified, may in all cases, act as if no default existed; nor shall the Trustee be required to take any action in respect thereof by a writing signed by the holders of not less than a majority in amount of the bonds hereby

and tendered indemnity satisfactory to it as aforesaid.

secured,/ The foregoing provisions of this section are intended only for the protection of the Trustee and shall not affect any discretion or power by any provision of this indenture given to the Trustee to determine whether or not it shall take action in respect of any default, or any other discretion or power given to the Trustee, without such notice or request from bondholders.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created (which compensation shall not be limited by any provision of law with respect to the compensation of a trustee of an express trust), and the Railway Company agrees to pay such compensation, as well as all expenses necessarily incurred or disbursed by the Trustee hereunder, and to indemnify the Trustee against any liability or damages incurred or sustained by it under this indenture; and the Trustee shall have a lien for such compensation and for such expenses and indemnity on the property hereby mortgaged or conveyed prior to the lien of the bonds hereby secured. The Trustee shall incur no liability to anybody in acting upon any notice, request, affidavit, supplemental indenture, waiver, consent, certificates, authentication, opinion, note, bond, debenture, document or paper believed by it or by anyone acting for it to be genuine and to have been signed, executed, verified or certified, as the case may be, by the proper person or corporation. The Trustee may, when reasonably necessary, advise with legal counsel to be selected and employed by the Trustee and the reasonable expenses therefor shall be paid by the Railway Company, and the Trustee shall not be liable for, but shall be fully protected in respect of, anything done or suffered in good faith by it, 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 Railway Company alone and shall not be considered as made by or as imposing any obligation or liability upon the Trustee, nor shall the Trustee 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 Trustee makes no covenant or representation respecting the rights of the holders of any of the bonds secured hereby or the title or interest of the Railway Company in or to the property described herein or respecting the validity of any assignment under which any securities held by or delivered to the Trustee hereunder were acquired by the Railway Company or assigned to the Trustee, or the sufficiency of the security afforded by the property embraced herein. The Trustee shall not be responsible for and it makes no representation in respect of 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 it may hereafter received 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 cancellation of any revenue stamps, nor shall the Trustee 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 Trustee 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 Trustee shall be under no duty or liability in respect to any tax which may be assessed against either the Railway Company or the Trustee or against the owners of the bonds hereby secured in respect to their interest in the property mortgaged hereunder or under any future mortgage or supplemental indenture which may be executed to the Trustee under the provisions of this indenture, or against the property mortgaged hereunder or under any such future mortgage or supplemental indenture, nor shall the Trustee be under any duty to pay or see to the payment of such tax, or take any notice of the assessment therefor or give any notice thereof to the holders of the bonds secured hereby or to any other person; nor shall the Trustee 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 it of such mortgage or assignment or pledge if the acceptance thereof shall impose any liability upon it to see to the payment of any such tax; and for any expense or liability which the Trustee may incur or to which it may be subject by reason of or growing out of any such tax the Railway Company shall reimburse it and such Trustee shall have a lien therefor on the property hereby mortgaged prior to the lien of the bonds hereby secured. It shall be no part of the duty of the Trustee to see to the insurance of any part of the property hereby mortgaged, or of any property on which the Trustee 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 Trustee 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 Trustee shall manage the trust property or any of it, upon entry or voluntary surrender as aforesaid or otherwise; and the Trustee shall not be liable in respect of any such matters, and the trust estate is charged with a lien paramount to the lien of the bonds secured hereby, for its security and indemnity in respect of any such liability. The duties of the Trustee to the Railway Company and to the holders of bonds and coupons secured hereby shall be determined solely by the provisions of this instrument and by the laws of the State of New York. Any action taken by the Trustee pursuant to this indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any bond secured hereby shall be conclusive and binding upon all future owners of the same bond and of bonds issued in exchange therefor or in place thereof.

Any moneys received by the 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 during that time it shall allow to its general depositors or shall agree with the Railway Company to pay thereon. So long as there shall exist none of the events of default enumerated in Section 2 of Article Six of this indenture, all such interest may be paid from time to time to the Railway Company or upon its order signed by its President or any Vice President or its Treasurer.

The Trustee may acquire, hold and dispose of any of the bonds and coupons secured hereby with the same rights which it would have if it were not Trustee hereunder. 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 Trustee, or shall be deemed necessary or convenient to be ascertained by it, unless otherwise provided herein, a certificate signed by the President or any Vice President and also by the Secretary, Comptroller or Chief Engineer of the Railway Company shall, in the discretion of such Trustee, be sufficient evidence of any such fact, situation, matter or conclusion; and the fact of the adoption of a resolution by the Board of Directors of the Railway Company or by its Executive Committee shall, for the purposes of this indenture, be sufficiently evidenced to the Trustee by the certificate of the Secretary or an Assistant Secretary of the Railway Company under its corporate seal. Any such certificate shall be complete protection to the Trustee for any act done or suffered by it upon the faith thereof except where other evidence is hereinabove specifically prescribed, but the Trustee may, in its reasonable discretion, require other evidence.

SECTION 2. The Trustee, or any successor, successors hereafter appointed, may resign and be discharged of the trusts hereby created, by written notice served on the Railway Company, and by publication of such notice at least once in each of six consecutive calendar weeks in a daily newspaper published in the Borough of Manhattan, City of New York, and in the City of St, Paul, Minnesota. The notice of such resignation shall specify the date, not less than six weeks from the service thereof on the Railway Company, upon which such resignation shall become effective, and upon publication being made as in this section provided such resignation shall become effective upon the date so specified. The Trustee may be removed at any time by an instrument or concurrent instruments in writing signed by the holders of three-fourths in amount of the bonds secured hereby and then outstanding, and filed with the Railway Company. Notice of the signing and filing of such instrument or instruments as aforesaid shall be given to the Trustee, and such removal shall become effect upon the giving of the said notice.

SECTION 3. In case at any time the Trustee, or any successor hereafter appointed as the Trustee, shall resign, or be removed, or otherwise become incapable of acting, a successor or successors may be appointed by the holders of a majority in amount of said bonds then outstanding, by an instrument or concurrent instruments signed by such holders or their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared that, in case at any time there shall be a vacancy in the office of the Trustee hereunder, the Railway Company, by an instrument executed by order of its Board of Directors, may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the bondholders as herein authorized. As soon as the Railway Company receives a written notice of resignation from the Trustee hereunder it may make such appointment of a successor, and such appointment shall become effective at the same time that the resignation becomes effective. The Railway Company shall publish notice of any such appointment of a trustee by it made at least once in each of four consecutive calendar weeks in one or more newspapers published in the Borough of Manhattan, City of New York, and in the City of St.Paul, Minnesota. Any new trustee so appointed by the Railway Company shall immediately and without further act be superseded by a trustee appointed by the bondholders in the manner above provided, if such an appointment by such holders be made prior to the expiration of one year after the last publication of such notice by the Railway Company. Every such trustee appointed by the Railway Company or by the bondholders in the place of the Trustee, or a successor trustee, shall be a trust company in good standing, having an office in the Borough of Manhattan, City of New York, 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.

Any new trustee appointed under this indenture shall execute, acknowledge and deliver to the Railway 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 predecessor in the trust hereunder with like effect as if originally named as trustee herein; but, nevertheless, on the written request of the Railway Company or the successor trustee, the trustee ceasing to act, upon payment to it by the Railway Company of its disbursements and its compensation hereunder then unpaid, 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, removed or ceasing to act, and shall duly assign, transfer and deliver any other property and moneys held by such trustee to the successor trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the Railway 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, any and all such deeds, conveyances and instruments in writing shall, on request, be made, executed, acknowledged and delivered by the Railway Company.

SECTION 4. If at any time or times, in order to conform to any law of any locality in which the Railway Company may hold property, the Railway Company shall so request, the Trustee shall unite with the Railway Company in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another trust company or one or more persons approved by the Trustee, to act either as co-trustee or as co-trustees, for any purpose of this indenture, of all or any of the property subject to this indenture jointly with the Trustee originally named herein or its 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.

SECTION 5. Any company into which the 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 company resulting from any merger or consolidation to which the Trustee, or any successor to it, shall be a party, provided such company shall be a corporation organized under the laws of the State of New York and shall do business in the Borough of Manhattan, City of New York, shall be the successor 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 trustee may adopt the certificate of authentication of Central Union Trust Company of New York, or of any successor to it, as trustee hereunder, and deliver the same so authenticated; and in case any of the bonds issuable hereunder shall not have been authenticated, any successor trustee may authenticate such bonds either in the name of any predecessor trustee or in the name of such successor trustee, 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 Trustee shall have.

ARTICLE ELEVEN.

POSSESSION UNTIL DEFAULT, DEFEASANCE CLAUSE.

SECTION 1. Until some default shall have been made in the due and punctual payment of the interest or of the principal of the bonds hereby secured, or of some part of such interest or principal, or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Railway Company, and until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, or until the Railway Company voluntarily shall have surrendered possession to the Trustee as herein permitted, the Railway Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the premises hereby mortgaged, 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 tolls, earnings, income, rents, issues and profits thereof.

SECTION 2. If, then the bonds hereby secured shall have become due and payable, the Railway Company shall well and truly pay, or shall cause to be paid, the whole amount of the principal moneys and the interest due upon all of the bonds and the coupons for interest thereon, hereby secured and then outstanding, or shall provide for such payment by depositing with the Trustee hereunder for the payment of such bonds and coupons the entire amount due thereon for principal and interest, and also shall pay or cause to be paid all other sums payable hereunder by the Railway Company, and shall well and truly keep and perform all the 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 interest hereby conveyed shall revert to the Railway Company, and the estate, right, title and interest of the Trustee shall thereupon ~~thereupon~~ cease, determine and become void, and the Trustee in such case, on demand of the Railway Company and at its cost and expense, shall enter satisfaction of this indenture upon the records; otherwise the same shall be, continue and remain in full force and virtue.

ARTICLE TWELVE.

SUPPLEMENTAL INDENTURES.

SECTION 1. The Railway Company, when authorized by resolution of its Board of Directors, or Executive Committee, and the Trustee, 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:

(1) To convey, transfer and assign to the Trustee and to subject to the lien of this indenture, with the same force and effect as though included in the granting clause hereof, additional railroads or leases thereof, bonds, shares of capital stock, equipment and any other property then owned by the Railway Company, acquired by it through consolidation, merger, purchase, or otherwise; provided, that if any railroads so to be conveyed shall be subject to prior debt against which first mortgage bonds are required to be reserved by Article Three hereof, said railroads shall be connecting in some manner specified in Section 7 of Article Three with a line of railroad then subject to this indenture. The prior debt secured by mortgage to which any railroad or other real property 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 added to and become a part of the prior debt of the Railway Company, as defined in Article One of this indenture. The foregoing provisions are subject to the provisions of Section 2 of Article One.

(2) 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 Railway 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 Railway Company, and to retire which, at or before maturity, bonds are to be reserved as provided in Section 4 of Article Three hereof.

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

(4) To provide for the issue under this indenture of particular series of bonds payable in foreign countries, and to prescribe the form of such bonds and to define the right and method of registration and transfer thereof and other regulations relating thereto, not inconsistent with the provisions of this indenture. For the purpose of determining at any time the amount of bonds which the Railway Company is authorized to issue under this indenture, any bonds issued payable in a foreign currency shall be taken in dollars at the gold equivalent of such currency.

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

(6) To make such 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 Trustee is hereby authorized to join with the Railway 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 such property thereunder.

ARTICLE THIRTEEN

SUNDRY PROVISIONS.

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

SECTION 2. So far, but only in so far, as the Railway Company is required so to do by the terms of the trust agreement of March 1, 1912, securing the debentures of the Railway Company maturing March 1, 1930, the debentures from time to time outstanding under said agreement shall, so long as any of the bonds issued under this indenture shall be outstanding and unpaid and secured by this indenture, be deemed secured by this indenture and also be included in and entitled to the lien benefit and security of this indenture to the same extent as said bonds from time to time so outstanding and unpaid and so secured.

SECTION 3. Subject to the provisions of the preceding Section 2, nothing in this

indenture expressed or implied is intended or shall be construed to enlarge the security of the holders of any bonds constituting a part of the prior debt of the Railway Company, or to create any trust in their favor, or to give any person or corporation other than the parties hereto and the holders of bonds issued under and secured by this indenture, any legal or equitable right, remedy or claim, under or in respect of this indenture, or any covenant, condition or provision herein contained; all the covenants, conditions and provisions of this indenture 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 4. Nothing contained in this indenture, or in any bond hereby secured, shall prevent any consolidation or merger of the Railway Company with any other corporation, or any conveyance and transfer, subject to the continuing lien of this indenture and to all the provisions thereof, of all the mortgaged premises as an entirety to a railroad corporation at that time existing under and by virtue of the laws of the United States or of any State or States, and entitled to acquire the same; PROVIDED, HOWEVER, that such consolidation, merger or sale shall not impair the lien and security of this indenture, or any of the rights or powers of the Trustee or of the bondholders hereunder, and that, upon any such consolidation, merger or sale, the due and punctual payment of the principal and interest of all of said bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this indenture, shall be assumed by the corporation formed by such consolidation or merger, or purchase as aforesaid.

SECTION 5. In case the Railway Company, pursuant to Section 4 of this article, shall be consolidated or merged with any other corporation, or shall sell, convey and transfer, subject to this indenture, all the mortgaged premises as an entirety as aforesaid, the successor corporation formed by such consolidation or into which the Railway Company shall have been merged, or such corporation which shall have purchased and received a conveyance and transfer as aforesaid, upon executing, and causing to be recorded, an indenture with the Trustee satisfactory to the Trustee, whereby such successor or purchasing corporation shall assume the due and punctual payment of the principal and interest of said bonds and the performance of all the covenants and conditions of this indenture, shall succeed to, and be substituted for, the Railway 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 such successor or purchasing corporation thereupon may execute, either in its own name or in the name of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, any or all of such bonds which shall not theretofore have been executed by the Railway Company and authenticated in accordance herewith; and, upon the order of said successor or purchasing corporation in lieu of the Railway Company, and subject to all the terms, conditions and restrictions herein prescribed, the Trustee shall authenticate and deliver any of such bonds which shall have been previously executed and delivered by the officers of the Railway Company for authentication, and any of such bonds which such successor or purchasing corporation shall thereafter cause to be executed for that purpose. All the bonds so issued shall in all respects have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this indenture, as if all of said bonds had been issued at the date of the execution hereof.

SECTION 6. For every purpose of this indenture, including the execution, issue and use of any and all bonds hereby secured, the terms "Railway Company" and "Chicago,

Saint Paul, Minneapolis and Omaha Railway Company" and equivalent terms include and mean not only the party of the first part hereto, but also any such successor corporation, by consolidation, merger or otherwise, or purchasing corporation. Every such successor or purchasing corporation shall possess and from time to time may exercise each and every right and power hereunder of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, in its name or otherwise.

SECTION 7. Any act or proceeding by any provision of this indenture permitted or required to be done or performed by any board or officer of the Railway Company may and shall be done and performed with like force and effect by the like board or officer of any railroad corporation that at the time shall be such lawful sole successor of the Railway Company, or purchaser of the entire property described herein.

SECTION 8. Nevertheless, before the exercise of the powers conferred by this article, the Railway Company, by instrument in writing executed by authority of two-thirds of its Board of Directors and delivered to the Trustee, may surrender any of the powers reserved to the Railway Company or to such successor or purchasing corporation under this article and thereupon such power so surrendered shall terminate.

This indenture shall become operative and effectual for all purposes immediately upon its execution by the Railway Company, party of the first part, without more; and, if the party 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 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 of the second part had resigned or been removed from trusteeship hereunder.

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.

Central Union Trust Company of New York, party hereto of the second part, hereby accepts the trusts in this indenture declared and provided, and agrees to perform the same upon the terms and conditions hereinbefore set forth.

The post office address of Central Union Trust Company is 70 Broadway, New York, N. Y.

IN WITNESS WHEREOF, the Chicago, Saint Paul, Minneapolis and Omaha Railway 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 Central Union Trust Company of New York, the part 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 Secretary, all as of the day and year first above written.

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY,

By.....FRED W. SARGENT.....
Its President.

CORPORATE SEAL

Attested andcountersigned:

By John D. Caldwell
Secretary.

Signed, sealed and delivered in behalf
of the Chicago, Saint Paul, Minneap-
olis and Omaha Railway Company in the
presence of

Barret Conway

H. H. Small

CENTRAL UNION TRUST COMPANY OF NEW YORK,

By.....V..W..Miller.....
Vice President.

Attested and countersigned:

By ..M. Ferguson.....
Secretary.

CORPORATE SEAL

Signed, sealed and delivered in behalf of
Central Union Trust Company of New York
in the presence of

F. Walter

T. Meagher

STATE OF ILLINOIS)
COUNTY OF COOK.) ss.

I, P. J. Sesterhenn, a notary public in and for the County of Cook, in the State of Illinois, being a resident of the City of Chicago, County of Cook, State of Illinois, and duly authorized as such notary public to take and certify in the State of Illinois, acknowledgments of deeds and mortgages, DO HEREBY CERTIFY that on this 3rd day of May, in the year 1929, before me, the subscriber, personally appeared Fred W. Sargent and John D. Caldwell, President and Secretary respectively of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation, and on said same day also appeared before me by its said officers said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, being known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as party of the first part; that said Fred W. Sargent and John D. Caldwell are personally known to me and are known to me to be the President and Secretary respectively of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said Fred W. Sargent and John D. Caldwell then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the President and Secretary respectively of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company and in behalf of said corporation and by order of its Board of Directors, and that they were President/Secretary respectively of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of Chicago, Saint Paul, Minneapolis and Omaha Railway Company and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said Fred W. Sargent and John D. Caldwell then and there further severally acknowledged that they executed said instrument as their free and

voluntary act and deed as such President and Secretary respectively, and as the free and voluntary act and deed of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, and for the uses and purposes in said instrument set forth.

And at the same time said Fred W. Sargent and John D. Caldwell, being by me severally and duly sworn, did severally depose and say that said Fred W. Sargent resides in the City of Evanston, State of Illinois, and that said John D. Caldwell resides in the Village of Oak Park, State of Illinois; that said Chicago, Saint Paul, Minneapolis and Omaha Railway Company is a corporation; that they are, and at the time of the execution of the foregoing instrument were, the President and Secretary respectively of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as President and Secretary respectively of said corporation and in its behalf and by order of its Board of Directors; and that the seal affixed to the said instrument is the seal of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company, and was so affixed by them by order of the Board of Directors of said corporation; and I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of Chicago, Saint Paul, Minneapolis and Omaha Railway Company.

I FURTHER CERTIFY that said foregoing instrument is executed and acknowledged according to and in conformity with the laws of the State of Illinois, and that said instrument was subscribed and sworn to before me by said Fred W. Sargent and John D. Caldwell the day and year below written.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook, in the State of Illinois, on said 3rd day of May, 1929.

P. J. SESTERHENN

Notary Public in and for the County
of Cook, State of Illinois.

NOTARIAL SEAL

My Commission expires May 7, 1930.

STATE OF ILLINOIS,)
Cook County,) ss

I, ROBERT M. SWEITZER, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that P. J. SESTERHENN whose name is subscribed to the annexed Jurat, was, at the time of signing the same, a Notary Public in Cook County, duly commissioned, sworn and acting as such, and authorized to administer oaths and to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments in said State of Illinois, all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary, and verily believe that the signature to the said Jurat is genuine.

SEAL

The law of Illinois does not require the impression of the Seal of a Notary Public to be filed in the County Clerk's Office.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago in the said County this 3 day of May, 1929.

ROBERT M. SWEITZER

COUNTY CLERK

STATE OF NEW YORK,)
ss
COUNTY OF NEW YORK.)

I, F. F. EGLY, a Notary Public in and for the County of New York, in the State of New York, being a resident of the City, County and State of New York, and duly authorized as such Notary Public to take and certify in the State of New York, acknowledgments of deeds and mortgages, DO HEREBY CERTIFY that on this 7th day of May, in the year 1929, before me, the subscriber, personally appear V. W. MILLER and M. FERGUSON, Vice President and Secretary respectively of Central Union Trust Company of New York, a corporation, and on said same day also appeared before me by its said officers Central Union Trust Company of New York being known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as the party of the second part; that said V. W. Miller and M. Ferguson are personally known to me and are known to me to be the Vice President and Secretary respectively of Central Union Trust Company of New York and the identical persons whose names are subscribed to the foregoing instrument as Vice President and Secretary of said corporation; that said V. W. Miller and M. Ferguson then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the Vice President and Secretary respectively of Central Union Trust Company of New York and in behalf of said corporation and by order of its Board of Trustees, and that they were Vice President and Secretary respectively of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of Central Union Trust Company of New York and was affixed to said instrument on behalf of said corporation and by order of its Board of Trustees; and I further certify that said V. W. Miller and M. Ferguson then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such Vice President and Secretary respectively, and as the free and voluntary act and deed of Central Union Trust Company of New York, and for the uses and purposes in said instrument set forth. And at the same time said V. W. Miller and M. Ferguson being by me severally and duly sworn, did severally depose and say that they reside respectively at Forest Hills, State of New York, and Brooklyn, State of New York; that Central Union Trust Company of New York is a corporation; that they are and at the time of the execution of the foregoing instrument were the Vice President and Secretary respectively of Central Union Trust Company of New York, the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as Vice President and Secretary respectively of said corporation and in its behalf and by order of its Board of Trustees; and that the seal affixed to said instrument is the seal of Central Union Trust Company of New York, and was so affixed by them by order of the Board of Trustees of said corporation; and I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of Central Union Trust Company of New York.

I further certify that said foregoing instrument is executed and acknowledged according to and in conformity with the laws of the State of New York, and that said instrument was subscribed and sworn to before me by the said V. W. Miller and M. Ferguson the day and year below written.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal as Notary Public for the County of New York, in the State of New York, on said 7th day of May, 1929.

F. E. EGLY

Notary Public

F. E. Egly
Notary Public
Queens Co. No. 427, Reg. No. 4500
CTS. Filed in N. Y. Co. No.21,N.Y.Reg.No.1E17
Term expires Mar. 30, 1931.

NOTARIAL SEAL

STATE OF NEW YORK,)
ss.:
County of New York) No.19328 SERIES B

I, THOMAS M. FARLEY, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

.....F. E. EGLY.....

S E A L

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 8th day of May, 1929.

THOMAS M. FARLEY
.....
Clerk.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 13th day of May A. D. 19 29 at 7 20 o'clock A. M. and recorded in Vol 100a R.R. of Railroad Mtgs, etc., on page 324-425 Inclusive
Assistant Secretary of State

Comp. 415
Doc. #96

RELEASE

dated

April 9, 1929

of

THE MILWAUKEE, LAKE SHORE AND WESTERN RAILWAY COMPANY MORTGAGE

(Ashland Division) of March 2, 1885,

EXECUTED BY

CENTRAL UNION TRUST CO. OF NEW YORK (formerly Central Trust Co. of N. Y.),

TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, the Milwaukee, Lake Shore and Western Railway Company, a corporation of the States of Wisconsin and Michigan, as party of the first part, made and executed a certain Trust Deed, or Mortgage, to the Central Trust Company of New York, Trustee, party of the second part, bearing date the second day of March, A. D. 1885; and

WHEREAS, said Trust Deed was made to secure the payment of bonds to be issued by said Railway Company in the aggregate amount of One Million Dollars ($1,000,000) for the purpose of constructing a certain line of railroad in the State of Wisconsin, and also a certain ore dock, as described in said Trust Deed, to become payable on the first day of March, A. D. 1925, and bearing interest at the rate of six per cent. (6%) per annum; and

WHEREAS, all the debt which said Trust Deed was made to secure has been fully paid, and all of the said bonds issued thereunder have been paid, retired and cancelled; and

WHEREAS, the Chicago and North Western Railway Company has become the legally constituted successor of said Milwaukee, Lake Shore and Western Railway Company, and is now the owner of the property described in said Trust Deed;

NOW, THEREFORE, the Central Union Trust Company of New York, formerly the Central Trust Company of New York, as Trustee, in consideration of One Dollar ($1.00) to it paid, the receipt whereof is hereby acknowledged, does by these presents release, remise and quit-claim unto the Chicago and North Western Railway Company all the right, title and interest which it acquired under and through the said Trust Deed in and to the railroad and property therein described, as follows:

"The following described line of railroad in the State of Wisconsin, to-wit:

Commencing at a point on the Montreal River between said states of Wisconsin and Michigan, and at the junction with said railway company's road in said State of Michigan, and running thence through the County of Ashland, in said State of Wisconsin, to Madison Avenue in Ellis' Division of the Town of Ashland, in said County of Ashland:

Also, a certain ore-dock designated as No. 1, now being constructed by said party of the first part in Chequamegon Bay, and abutting upon Block Forty-nine (49) in said Ellis' Division of the Town of Asnland, and the approach thereto, together with all tracks connecting said ore-dock with the line of railroad above-described, all storage-tracks used in connection with said ore-dock, and all tracks, machinery and improvements upon and appurtenant to said ore-dock and said approach.

As the same are now built, surveyed and located, or as the same may be hereafter built, surveyed and located, subject to such changes, modifications, alterations and acquisitions as in the future construction of said road, ore-dock and tracks, and with due regard to the interests of said party of the first part, shall be found advisable; including all and singular the lands procured and acquired, or hereafter to be procured and acquired in any way for the road-bed, depot grounds, shops and other purposes of said railroad, ore-dock and tracks, within the termini thereof aforesaid;

~~As the same are now built, surveyed and located, or as the same may be hereafter built, surveyed and located, subject to such changes, modifications, alterations and acquisitions as in the future construction of said road, ore-dock and tracks, and with due regard to the interests of said party of the first part, shall be found advisable; including all and singular the lands procured and acquired, or hereafter to be procured and acquired in any way for the road-bed, depot grounds, shops and other purposes of said railroad, ore-dock and tracks, within the termini thereof aforesaid;~~

Also, all other property pertaining to said railroad, ore-dock and tracks which shall have been acquired for use in constructing, equipping or operating the same, or in any way is or shall be belonging or appertaining thereto, of every kind and description, real, personal or mixed, which is now held or shall be hereafter acquired, including all rights of way, track, ties, rails, side tracks, switches, turntables, culverts, bridges, station, freight, engine and car houses, machine shops, water tanks and stations, engines, tenders, cars, machinery, tools and furniture, and all other rights, buildings, structures, superstructures, and property now belonging to, or which may hereafter be made, constructed or acquired by the said party of the first part, and which now is or may hereafter be or become appurtenant to said railroad, ore-dock and tracks within the termini aforesaid;

Also, all the tolls, incomes, rents, issues and profits to be had from the said railroad, ore dock and tracks; also all the chartered rights, privileges, liberties and franchises now possessed, or which shall be hereafter acquired by the said party of the first part, or which now are granted or shall hereafter be secured to the party of the first part, under the laws of the State of Michigan or the State of Wisconsin, pertaining to the said railroad, ore-dock and tracks within the termini aforesaid, as now completed or hereafter to be completed; together with all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, and the remainder and remainders, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, now possessed or hereafter to be acquired, of the said party of the first part, in and to the same and each and every part thereof, with the appurtenances, within the termini aforesaid."

The Central Union Trust Company of New York, as such Trustee, is in no way responsible for the recitals herein contained.

IN WITNESS WHEREOF, the said Central Union Trust Company of New York, formerly the Central Trust Company of New York, as such Trustee, has caused these presents to be signed by an Asst. Vice President, and its corporate seal to be hereunto affixed, and attested by an Asst. Secretary, this 9th day of April A. D. 1929.

CENTRAL UNION TRUST COMPANY OF NEW YORK,

CORPORATE SEAL By F. WOLFE

A Vice President.

Indexed 48½

Attest:

J. T. Harrigan

Asst. Secretary.

Witnesses:

T. Meagher

E. F. Ryan

- - - - - - - - - - - -

State of New York)
ss
County of New York)

I, T. J. Haugh, a Notary Public in and for the County and State of New York, do hereby certify that on this 9 day of April A. D. 1929, before me personally appeared F. Wolfe and J. T. Harrigan, Asst. Vice President and Asst. Secretary, respectively, of the Central Union Trust Company of New York, a corporation, and on said same day also appeared before me by its said officers the said Central Union Trust Company of New York, being known to me to be the corporation whose name is subscribed to the foregoing instrument, and which executed the same as party of the first part; that said F. Wolfe and J. T. Harrigan are personally known to me, and are known to me to be the Asst. Vice President and Asst. Secretary, respectively, of said Central Union Trust Company of New York, and the identical persons whose names are subscribed to the foregoing instrument as Asst. Vice President and Asst. Secretary of said corporation; that said F. Wolfe and J. T. Harrigan then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the Asst. Vice President and Asst. Secretary, respectively, of said Central Union Trust Company of New York, and in behalf of said corporation and by order of its Board of Trustees, and that they were Asst. Vice President and Asst. Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of said Central Union Trust Company of New York, and was affixed to said instrument on behalf of the said corporation, and by order of its Board of Trustees; and I further certify that F. Wolfe and J. T. Harrigan then and there severally acknowledged that they executed said instrument as their free and voluntary act and deed as such Asst. Vice President and Asst. Secretary, respectively, and as the free and voluntary act and deed of said Central Union Trust Company of New York, and for the uses and purposes in said instrument set forth.

And I further know the seal affixed to the foregoing instrument to be the corporate seal of said Central Union Trust Company of New York, and that the said instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the County and State of New York, on said 9 day of April A. D. 1929.

T. J. Haugh

.....

Notary Public in and for the County

of New York in the State of New York.

NOTARIAL SEAL

Notary Public, Queen Co. No.728
Ctf.Filed in N. Y. Co. No.109 N.Y.Reg.No.1H93
Term expires Mar. 30, 1931.

Form 2

STATE OF NEW YORK,)
County of New York,) ss.:

No.87493 SERIES B.

I, THOMAS M. FARLEY, 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 .....T. J. HAUGH..... 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 .....Queens..... 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.

SEAL

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 10 day of April 1929.

THOMAS M. FARLEY
.....
Clerk.

State of Wisconsin)
DEPARTMENT OF STATE) ss.
Received this 22nd day of May A. D. 1929 at 4 o'clock P. M. and recorded in Vol. 27 of R. R. Mtgs. Etc. on page 427-430, Inc.
.....
Secretary of State

Indexed 4½

Comp. 415.
Doc. #97

R E L E A S E

dated

April 9, 1929

of the

Milwaukee, Lake Shore and Western Railway Company Extension and Improvement Sinking Fund Mortgage of February 1, 1889,

Executed by the

Central Union Trust Company of New York,

Trustee.

KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, the Milwaukee, Lake Shore and Western Railway Company, a corporation of the States of Wisconsin and Michigan, as party of the first part, made and executed a certain Trust Deed, or Mortgage, to the Central Trust Company of New York, Trustee, party of the second part, known as its "EXTENSION AND IMPROVEMENT SINKING FUND MORTGAGE", bearing date the first day of February, A. D. 1889; and

WHEREAS, said Trust Deed was made to secure an issue of bonds known as "Milwaukee, Lake Shore and Western Railway Company Extension and Improvement Five Per Cent. Sinking Fund Mortgage Bonds", in the aggregate amount of Five Million Dollars ($5,000,000) to become payable on the first day of February, A. D. 1929, and bearing interest at the rate of five per cent. per annum; and

WHEREAS, only Four Million Five Hundred Sixty Four Thousand Dollars ($4,564,000) of said bonds were issued by said Railway Company, and all of the said bonds, being all of the debt secured by said Trust Deed have now been fully paid, retired and cancelled, or otherwise provided for; and

WHEREAS, the Chicago and North Western Railway Company has become the legally constituted successor of said Milwaukee, Lake Shore and Western Railway Company, and is now the owner of the property described in said Trust Deed;

NOW THEREFORE, the Central Union Trust Company of New York, formerly the Central Trust Company of New York, as Trustee, in consideration of One Dollar ($1.00) to it paid, the receipt whereof is hereby acknowledged, does by these presents release, remise and quit-claim unto the Chicago and North Western Railway Company all the right, title and interest which it acquired under and through the said Trust Deed in and to the railroad and property therein described, as follows:

"1. Its main line of road commencing at its junction with the railroad of the Chicago & North Western Railway Company, near the City of Milwaukee in the County of Milwaukee and state of Wisconsin, and leading thence northerly through the counties of Milwaukee, Ozaukee, Sheboygan and Manitowoc to the city of Manitowoc in said last-named county, and thence through said county of Manitowoc and the counties of Calumet, Outagamie, Waupaca, Shawano, Marathon, Langlade, Forest and Oneida, all in the state of Wisconsin, to a point on the boundary line between the states of Wisconsin and Michigan known as "State Line Station", thence through the county of Gogebic, in said state of Michigan, to a point on the Montreal River at or near Ironwood, and thence through the county of Ashland, in the State of Wisconsin, to the city of Ashland in said county of Ashland.

2. Its railroad running from a point upon its main line near said city of

Manitowoc to the city of Two Rivers, in said county of Manitowoc, and known as the "Two Rivers Branch."

3. Its railroad running from a point on its main line at or near the village of Hortonville, in the said county of Outagamie, to the city of Oshkosh, in the county of Winnebago in said state of Wisconsin, and known as the "Oshkosh Branch."

4. Its railroad running from Eland Junction, on its main line, to the city of Wausau, in said county of Marathon, and known as the "Wausau Branch."

5. Its railroad, as the same is or shall hereafter be constructed, running from a point on said main line at or near the station of Aniwa, to a point in section ten of township twenty-nine north, of range twelve east, in said county of Shawano.

6. Its railroad running from a point on its main line at or near the city of Antigo northeasterly to Malcom, in said county of Langlade, and known as the "Wolf River Branch."

7. Its railroad running from a point at or near Post Lake, in the east half of section thirty-four of township thirty-five north, of range eleven east, in said county of Forest, westerly to a point in section thirty-three of township thirty-five north, of range eight east, in said county of Lincoln, called Harrison; and also a branch railroad therefrom extending from a point in the northeast quarter of section four of township thirty-four north, of range nine east, to a point in the north half of section nineteen of township thirty-four north, of range nine east, in said county of Langlade, called Parrish.

8. Its railroad, as the same is and shall hereafter be constructed extending from a point on said main line called Monico in said county of Forest, through said counties of Forest, Oneida and Ashland, to a point on its said main line in said county of Ashland, called Hurley.

9. Its railroad as the same is now and shall hereafter be constructed extending from a point on its main line called Watersmeet, in said county of Gogebic and state of Michigan, to a point on the west branch of the Ontonagon river, in section twenty-two of township forty-seven north, of range forty west, in the county of Ontonagon, in said state of Michigan; together with a branch or spur track extending therefrom at a point in the northeast quarter of section thirty-one of township forty-six north, of range thirty-eight west, to a point in the northeast quarter of section twenty-nine of township forty-six north, of range thirty-eight west, known as the "Interior Lumber Company Spur Track."

10. Its railroad extending from a point on its main line in the village of Hurley, in said county of Ashland and state of Wisconsin, to a point in the south boundary line of the southwest quarter of the southwest quarter of section twenty-seven of township forty-five north, of range one east, in said last named county, known as the "Pench Branch;" together with a branch or spur track extending therefrom at a point in the southwest quarter of section twenty-two of township forty-five north, of range one east, to a point in the southwest quarter of section twenty-nine in said last mentioned township and range, known as the "McCrossen Logging Spur."

11. All railroad tracks, of every name, nature and description, belonging to said party of the first part now actually constructed and extending from and connected with any of the above described lines of railroad and tracks.

12. All extensions of, and all branches and spurs leading from, any of the above described tracks hereafter constructed by said party of the first part, for or on account of the construction of which bonds secured by this mortgage shall be issued, or the proceeds thereof shall be used.

13. The two ore docks numbered respectively "one" and "two", and also the commercial dock belonging to said party of the first part, and located on Chequamegon bay, at the City of Ashland in said County of Ashland and state of Wisconsin; together with all their appurtenances and belongings, including tracks and machinery and all yards and tracks connected therewith.

14. All and singular the lands procured and acquired or hereafter to be procured and acquired in any way for the road-bed, depot grounds, shops and other purposes of said railroads within the termini aforesaid.

Also, all other property pertaining to said railroads which shall have been acquired for use in constructing, equipping or operating the same, or in any way is or shall be belonging or appertaining thereto, of every kind and description, real, personal or mixed, which is now held or shall be hereafter acquired, including all rights of way, track, ties, rails, side tracks, switches, turn tables, culverts, bridges, station, freight, engine and car houses, machine shops, water tanks and stations, engines, tenders, cars, machinery, tools, furniture and equipment, and all other rights, buildings, structures, superstructures and property now belonging to, or which may hereafter be made, constructed or acquired by the said party of the first part, and which now is or may hereafter be or become appurtenant to said railroads within the termini thereof aforesaid.

Also, all the tolls, incomes, rents, issues and profits to be had from the said railroads; also all the chartered rights, privileges, liberties and franchises now possessed, or which shall be hereafter acquired by the said party of the first part, or which now are granted or shall hereafter be secured to the party of the first part, under the general laws of the state of Wisconsin or the state of Michigan, pertaining to the said railroads, within the termini thereof aforesaid, as now completed, or hereafter to be completed, together with all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, and the remainder and remainders, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, now possessed or hereafter to be acquired, of the said party of the first part, in and to the same and each and every part thereof, with the appurtenances, within the termini aforesaid of said railroads; but the lien and charge created by these presents is subject to the prior lien and charge of each of the mortgages or trust deeds hereinbefore mentioned upon such portions of the above described railroads and property as are covered by the said mortgages or trust deeds respectively."

The Central Union Trust Company of New York, as such Trustee, is in no way responsible for the recitals herein contained.

IN WITNESS WHEREOF, the said Central Union Trust Company of New York, formerly the Central Trust Company of New York, as such Trustee, has caused these presents to be signed by an Asst. Vice President, and its corporate seal to be hereunto affixed, and attested by an Asst. Secretary, this 9th day of April A. D. 1929.

CENTRAL UNION TRUST COMPANY OF NEW YORK,

By F. WOLFE

A Vice President.

CORPORATE SEAL

Attest:

J. T. Harrigan

Asst. Secretary.

Witnesses:

T. Meagher

E. F. Ryan

State of New York)
County of New York) ss

I, T. J. Haugh, a Notary Public in and for the County and State of New York, do hereby certify that on this 9th day of April, A. D. 1929, before me personally appeared F. Wolfe and J. T. Harrigan, Asst. Vice President and Asst. Secretary, respectively, of the Central Union Trust Company of New York, a corporation, and on said same day also appeared before me by its said officers the said Central Union Trust Company of New York, being known to me to be the corporation whose name is subscribed to the foregoing instrument, and which executed the same as party of the first part; that said F. Wolfe and J. T. Harrigan are personally known to me, and are known to me to be the Asst. Vice President and Asst. Secretary, respectively, of said Central Union Trust Company of New York, and the identical persons whose names are subscribed to the foregoing instrument as Asst. Vice President and Asst. Secretary of said corporation; that said F. Wolfe and J. T. Harrigan then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the Asst. Vice President and Asst. Secretary, respectively, of said Central Union Trust Company of New York, and in behalf of said corporation and by order of its Board of Trustees, and that they were Asst. Vice President and Asst. Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of said Central Union Trust Company of New York, and was affixed to said instrument on behalf of the said corporation, and by order of its Board of Trustees; and I further certify that F. Wolfe and J. T. Harrigan then and there severally acknowledged that they executed said instrument as their free and voluntary act and deed as such Asst. Vice President and Asst. Secretary, respectively, and as the free and voluntary act and deed of said Central Union Trust Company of New York, and for the uses and purposes in said instrument set forth.

And I further know the seal affixed to the foregoing instrument to be the corporate seal of said Central Union Trust Company of New York, and that the said instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the County and State of New York, on this 9th day of April A/ D. 1929.

T. J. Haugh

Notary Public in and for the County of New York
in the State of New York.

NOTARIAL SEAL

Notary Public

Queen Co. No.728

Ctf. Filed in N. Y. Co. No.109 N. Y. Reg.No.1H93

Term Expires Mar. 30, 1931.

Form 2

STATE OF NEW YORK)
COUNTY OF NEW YORK,) ss.:

No.87491 SERIES B.

I, THOMAS M. FARLEY, 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

.....T. J. Haugh.....

SEAL

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 .....Queens.....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 10 day of April 1929.

Official Seal

THOMAS M. FARLEY
.....
Clerk

State of Wisconsin
DEPARTMENT OF STATE
Received this 22nd day of May A. D. 1929 at 4 o'clock P. M. and recorded in Vol. 27 of R.R. Mtgs., Etc. on page 431 - 435, Inc.
.....
Secretary of State

Indexed 5/28

Indexed 200

ILLINOIS CENTRAL EQUIPMENT TRUST

SERIES P

LEASE OF RAILROAD EQUIPMENT

Dated April 1, 1929

BANK OF NORTH AMERICA AND TRUST COMPANY

To

ILLINOIS CENTRAL RAILROAD COMPANY.

A G R E E M E N T

Dated April 1, 1929

ANDREW S. HANNUM

and

HARRY WELLS

Vendors

With

BANK OF NORTH AMERICA AND TRUST COMPANY

and

ILLINOIS CENTRAL RAILROAD COMPANY.

LEASE OF RAILROAD EQUIPMENT, dated the first day of April, 1929, between BANK OF NORTH AMERICA AND TRUST COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee as hereinafter mentioned (hereinafter called the Trustee), party of the first part, and ILLINOIS CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Illinois (hereinafter called the Company), party of the second part:

WHEREAS, by a certain Agreement, bearing date the first day of April, 1929, between Andrew S. Hannum and Harry Wells, Vendors, said Bank of North America and Trust Company, as Trustee, and Illinois Central Railroad Company, a counterpart original whereof is hereto annexed and made a part hereof, there was constituted the "Illinois Central Equipment Trust, Series P", under which the railroad equipment which said Vendors transfer or cause to be transferred to the Trustee thereunder is to be leased to the Company hereunder; and

WHEREAS, pursuant to the provisions of said Agreement, the railroad equipment hereinafter described has been or will be transferred to the Trustee thereunder and the title to said railroad equipment vested in the Trustee:

NOW THIS AGREEMENT WITNESSETH:

That BANK OF NORTH AMERICA AND TRUST COMPANY, Trustee as aforesaid (acting in pursuance of said Agreement), party of the first part, for and in consideration as well of the sum of one dollar to it paid byILLINOIS CENTRAL RAILROAD COMPANY, party of the second part, at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as of the rents and covenants hereinafter mentioned to be paid, kept and performed by the Company, has let and leased, and does hereby le t and

lease, to the Company all the railroad equipment of the Illinois Central Equipment Trust, Series F (hereinafter collectively called the Trust Equipment), to wit:

15 0-8-0 type switch engines, to be numbered 3555 to 3569, both included; Lime Locomotive Works, Inc., builder.

4 One hundred ton D. C. electric switch engines, to be numbered 10000 to 10003, both included; Westinghouse Electric and Mfg. Co., builder.

6 steel baggage and mail cars, to be numbered 332 to 337, both included; St. Louis Car Co., builder.

5 steel baggage and express cars, to be numbered 805 to 809, both included; St. Louis Car Co., builder.

5 steel horse cars, to be numbered 538 to 542, both included; St.Louis Car Co., builder.

10 steel coaches, to be numbered 2287 to 2296, both included; American Car and Foundry Co., builder.

8 steel chair cars, to be numbered 3641 to 3648, both included; American Car and Foundry Co., builder.

10 steel suburban motor cars, to be numbered 1230 to 1239, both included; Pullman Car & Mfg. Corp., builder.

10 steel suburban trailer cars, to be numbered 1431 to 1440, both included; Pullman Car & Mfg. Corp., builder.

600 forty ton composite auto-furniture cars with solid ends, to be numbered 165000 to 165599, both included; American Car & Foundry Co., builder.

100 forty ton composite auto-furniture cars with one end door, to be numbered 165600 to 165699, both included; American Car & Foundry Co., builder.

250 forty ton composite auto-furniture cars with solid ends, to be numbered 162401 to 162650, both included; Mt. Vernon Car Mfg. Co., builder.

50 forty ton composite auto-furniture cars with one end door, to be numbered 163151 to 163200, both included; Mt. Vernon Car Mfg. Co., builder.

325 seventy ton hopper steel cars, to be numbered 713000 to 713324, both included; General American Car Co., builder.

425 seventy ton hopper steel cars, to be numbered 713325 to 713749, both included; Standard Steel Car Co., builder.

750 fifty ton hopper steel cars, to be numbered 211700 to 212449, both included; Pullman Car and Mfg. Corp., builder.

200 fifty ton steel underframe flat cars, to be numbered 61000 to 61199, both included; Bettendorf Company, builder.

25 steel underframe caboose cars, to be numbered 99426 to 99450, both included; American Car and Foundry Co., builder.

Together with such additional railroad equipment as shall be acquired for said trust and subjected to this Lease as hereinafter provided.

The estimated cost of the railroad equipment above specifically described, when completed, has been certified to the Trustee to be not less than $9,321,000.

In case the actual cost of said equipment specifically described shall not amount to at least said sum, then in addition to said equipment above specifically described, there may be acquired by the Vendors and subjected to this Lease (subject, however, to the provisions of Section 5 of Article I of said Agreement) other new railroad equipment, approved as to character by the Trustee, of such cost that the aggregate cost of all the Trust Equipment will be at least said sum; and the Trustee shall execute to the Company a supplemental lease thereof, describing the same, upon and subject to the terms and conditions hereof and of said Agreement, and such additional equipment shall be part of the Trust Equipment, subject to all the terms and conditions hereof and of said Agreement in all respects as though it had been part of the original Trust Equipment herein described.

As and when the Trust Equipment shall from time to time be transferred and delivered to the Trustee under said Agreement and marked in accordance with the provisions of Article Fourth hereof, the same shall be delivered to the Company, and shall upon such delivery to the Company IPSO FACTO, and without further deed or lease or transfer pass under and become subject to all the terms and provisions of this Lease, and be deemed a portion of the Trust Equipment leased by the Trustee to the Company hereunder in all respects as if the same had been so delivered simultaneously with the execution and delivery hereof.

And the Company, in consideration of the premises, by these presents covenants and agrees with the Trustee as follows:

FIRST. The Company hereby accepts (subject to the conditions mentioned in said Agreement) this Lease of all the Trust Equipment, and hereby covenants and agrees to accept delivery and possession hereunder of the Trust Equipment as hereinbefore provided; and the Company covenants and agrees to pay to the Trustee or its assigns (or in the case of taxes to the proper taxing authority), rent hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable:

(a) From time to time, as and when any of the Trust Equipment shall be so delivered to the Company, amounts in cash equal to the difference between the cost of the Trust Equipment so delivered, as certified to the Trustee by the Chairman of the Executive Committee, the President, a Vice President or the Comptroller of the Company, and the principal amount of Trust Certificates issuable in respect thereof as provided in Section 2 of Article I of said Agreement, provided that the aggregate of all amounts so paid to the Trustee shall never be less than 25 per cent. of the cost of all the Trust Equipment which shall then and theretofore have been delivered hereunder.

(b) The necessary and reasonable expenses of the trust, including all expenses connected with the Trust Equipment and said Lease thereof.

(c) Any and all taxes, assessments and governmental charges upon the income or property of the trust, or the agreements evidencing the same, which the Trustee under said Agreement may be required to pay, and any and all taxes, assessments and governmental charges (other than Federal income taxes) which the Company or the

Trustee may be required to pay or to retain from the principal of the Trust Certificates issued as provided in said Agreement (herein called the Trust Certificates) or from the dividends payable thereon, under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein.

(d) The dividend warrants attached to the Trust Certificates when and as the same shall become payable.

(e) The principal of the Trust Certificates when and as the same shall become payable, whether by declaration or upon the respective dates of maturity thereof, to wit:

April 1, 1930	$466,000
April 1, 1931	466,000
April 1, 1932	466,000
April 1, 1933	466,000
April 1, 1934	466,000
April 1, 1935	466,000
April 1, 1936	466,000
April 1, 1937	466,000
April 1, 1938	466,000
April 1, 1939	466,000
April 1, 1940	466,000
April 1, 1941	466,000
April 1, 1942	466,000
April 1, 1943	466,000
April 1, 1944	466,000

The Company shall not be required, however, to pay any tax, assessment or governmental charge so long as the Company shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the judgment of the Trustee, the rights or interests of the Trustee or of the Trust Certificate holders may be materially endangered; provided that nothing herein shall qualify or affect the right of the Trust Certificate holders to receive full and punctual payment of both dividends and principal without deduction for such taxes, assessments or governmental charges (other than Federal income taxes).

SECOND. This Lease shall continue in force until the rent so paid hereunder shall furnish moneys sufficient to meet, discharge and cancel all the interests in said Illinois Central Equipment Trust, Series P, created in respect of the Trust Equipment, and the dividends thereon, as well as the other payments and charges aforesaid. At the termination of this Lease and after all such payments shall have been completed and fully made to the Trustee, the Trust Equipment hereby leased, whether the same shall be delivered to the Company simultaneously with or after the execution hereof, shall be assigned and transferred by the Trustee to the Company or its nominee or nominees, and shall be and become the absolute property of the Company or its nominee or nominees; provided, however, and it is agreed, that until then the title to none of the Trust Equipment shall pass to or vest in the Company, but title and ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

THIRD. It being desirable for the interests of both parties to this lease that any of the leased equipment which in any respect shall have become unsuitable for the use of the Company shall be promptly sold and replaced, it is hereby agreed that upon the written request of the Company, stating that the use of any of the Trust Equipment is no longer required by the Company, evidenced by a resolution of its Board of Directors or Executive Committee, the Trustee will, while the Company is not in default hereunder, sell such equipment and execute and deliver a bill of sale assigning and transferring to the purchaser the absolute title thereto; provided, however, that none of the Trust Equipment shall be so assigned or transferred, unless simultaneously the Trustee shall receive from said purchaser the agreed purchase price thereof and from the Company a sum in cash equal to the difference, if any, between said purchase price and the fair value of the equipment sold as in good repair at the time of sale. For this purpose the fair value of the sold equipment as in good repair shall be considered to be the original cost thereof less five per cent. (5%) of said original cost for each full year during which this lease has run prior to the date of sale. The sums so paid to the Trustee shall be applied by it to the purchase of new railroad rolling stock as specified by the Company, free from liens, and upon the delivery of such new equipment to the Trustee accompanied by a bill or bills of sale, an opinion of counsel and a certificate as to delivery and cost in like manner as is provided in Section 5 of Article I of said Agreement. Any new equipment so acquired and substituted shall be marked in accordance with the provisions of Article Fourth hereof and immediately upon being so marked shall be part of the Trust Equipment, subject to all of the terms and conditions hereof and of said Agreement in all respects as though it had been part of the original Trust Equipment herein described, and the Company and the Trustee shall execute a supplemental lease thereof, describing the same, upon and subject to all the terms and conditions hereof. The term "Trust Equipment," wherever used herein, unless otherwise indicated by the context, is intended to include any new equipment so acquired or otherwise subjected to this Lease or required or intended so to be.

FOURTH. At or before the delivery to the Company of each of the locomotives and cars constituting the Trust Equipment, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each thereof a metal plate bearing the following words, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of each thereof, in either case in letters not less than one inch in size:

"Illinois Central Equipment Trust, Series P. Bank of North America and Trust Company, Trustee, Owner."

Such plate or marks shall be such as to be readily visible and as to indicate plainly the Trustee's ownership of said equipment. In case, during the continuance of this Lease, any of such plates or marks shall at any time be removed, defaced or destroyed, the Company will immediately cause the same to be restored or replaced. The Company will not change, or permit to be changed, the numbers upon equipment covered by this Lease (nor any numbers which may be substituted as herein provided), except in accordance with a statement of new numbers to be substituted therefor, which shall previously have been filed with the Trustee by the Company.

The Trust Equipment may be lettered "Illinois Central Railroad Company," "Illinois Central," "I. C.," or in some other appropriate manner, for convenience of

identification of the leasehold interest of the Company therein; but the Company, during the continuance of this Lease, will not allow the name of any person, association or corporation to be placed on any of the Trust Equipment as a designation which might be interpreted as a claim of ownership thereof by the Company or by any person, association, or corporation other than the Trustee.

FIFTH. (a) The Company, during the continuance of this Lease, will maintain and keep all of the Trust Equipment in good order and repair, at its own proper cost and charge, and will replace, at its own cost, any of the Trust Equipment that may be worn out, lost or destroyed, by new railroad rolling stock of equal value, the value of the new rolling stock to be figured at cost if that be below market value, or at market value if that be below cost. The title to all rolling stock procured for such replacement shall be taken in the name of the Trustee, free from liens, and such rolling stock shall be marked in accordance with the provisions of Article Fourth hereof. At the time of every such replacement the Company shall deliver to the Trustee a certificate of the Chairman of the Executive Committee, the President, a Vice-President or the Comptroller of the Company stating the value of the Trust Equipment so worn out, lost or destroyed and the cost and the reasonable market value of such replacement.

(b) The Company covenants and agrees to furnish to the Trustee, whenever required by the Trustee, and at least once in every year during the continuance of this Lease, an accurate statement of the amount, description and numbers of the Trust Equipment then covered hereby, and the amount, description and numbers of all that may have been worn out, lost or destroyed by accident or otherwise, and the number of locomotives and cars repaired during the previous year. Together with said statement the Company shall also furnish to the Trustee a statement signed by its Superintendent of Motive Power, stating that in the case of all of the Trust Equipment repainted during the preceding year, the mark required by Article Fourth hereof has been preserved, or that the same when repainted has been again marked as required by said Article. And the Trustee shall have the right, by its agents, to inspect the Trust Equipment once in every year during the continuance of this Lease.

(c) The Company covenants and agrees to indemnify and protect the Trustee in the use of any and all patented inventions employed in and about the Trust Equipment and to comply in all respects with the laws of the United States and of all the states in which the Trust Equipment or any thereof may be operated and with all lawful acts, rules, regulations and orders of the Interstate Commerce Commission and of all other commissions, boards and other legislative, executive or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; provided, however, that the Company may in good faith contest the validity of any such act, rule, regulation or order or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not, in the judgment of the Trustee, materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates.

SIXTH. The Company, so long as it shall not be in default under this Lease, shall be entitled to the possession of the Trust Equipment and the use thereof upon the lines of railroad owned or operated by it or over which it has trackage rights, and upon

connecting and other railroads in the usual interchange of traffic, from and after the delivery of the Trust Equipment by the Trustee to the Company, but only upon and subject to all the terms and conditions of this Lease.

The Company will not either assign or transfer this Lease, or transfer or sublet the Trust Equipment or any part thereof, without the written consent of the Trustee first had and obtained; and the Company shall not, without such written consent, except as hereinbefore provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equipment. A transfer through insolvency or under judicial process shall be deemed a breach of this covenant, except where the transfer is to a new railroad company which shall acquire all or substantially all of the lines of railroad of the Company, and which shall assume and agree to perform each and all of the obligations and covenants assumed by the Company, but the appointment of a temporary receiver or receivers for the Company shall not be deemed such a breach. The Trustee shall have the right to declare this Lease terminated in case of any unauthorized assignment or transfer of this Lease or transfer or sub-lease of the Trust Equipment. The election of the Trustee to terminate this Lease under this clause shall have the same effect as the retaking of the Trust Equipment by the Trustee as hereinafter provided.

SEVENTH. In case the Company

(1) shall make default in the payment of any part of said rent for more than thirty (3) days after the same shall become due and payable, or

(2) shall make or suffer any unauthorized assignment or transfer of its rights or interest in, or any unauthorized sublease of, the Trust Equipment, and shall fail or refuse either to cause such assignment or transfer or sublease to be cancelled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within thirty days after the Trustee shall have demanded in writing such cancellation and recovery of possession, or within said thirty days to deposit with the Trustee a sum in cash equal to the original cost of the Trust Equipment so assigned or transferred or subleased, as certified to the Trustee by the Chairman of the Executive Committee, the President or a Vice-President or the Comptroller of the Company (any sum so deposited to be returned to the Company upon the cancellation of such assignment, transfer or sublease and the recovery of possession by the Company of such Trust Equipment), or

(3) shall, for more than ninety (90) days after the Trustee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and covenants herein or in said Agreement on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance,

then, in any such case (herein and in said Agreement sometimes called events of default), the Trustee may by its agents, enter upon the railroads and premises of the Company and take possession of all or any part of the Trust Equipment, and withdraw the same from said railroads and premises, retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid per diem, mileage or other charges of any kind earned by the Trust Equipment or any thereof, and may lease the Trust Equipment or any part thereof, or sell the same or any part thereof, so far as may be necessary to perform and fulfill the trusts under said Agreement, at public or private sale, for cash or upon credit, in its discretion, and otherwise proceed to enforce its rights and

the rights of the owners of interests under said Agreement and under this Lease in the manner therein and herein provided; and upon such taking possession or withdrawal or lease or sale of the Trust Equipment, the Company shall cease to have any rights or remedies in respect of the Trust Equipment under this Lease, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company; and no payments theretofore made by the Company for the rent or use of the Trust Equipment, or any of it, shall, in case of the happening of any such event of default and such taking possession, withdrawal, lease or sale by the Trustee, give to the Company any legal or equitable interest or title in or to the Trust Equipment, or any of it, or any cause or right of action, at law or in equity, in respect of the Trust Equipment against the Trustee or the owners of interests in said Illinois Central Equipment Trust, Series P; and such taking possession or withdrawal or lease or sale of the Trust Equipment by the Trustee shall not be a bar to the recovery by the Trustee from the Company for rentals then or thereafter due and payable, and the Company shall be and remain liable for the same, until such sum shall have been realized as with the proceeds of the lease or sale of the Trust Equipment shall be sufficient for the discharge and payment in full of all the various items mentioned in subdivisions (a), (b), (c), (d), and (e) of Article First hereof, whether they shall have then matured or not.

In case the Trustee shall rightfully demand possession of the Trust Equipment in pursuance of this Lease, and shall reasonably designate a point or points upon the railroad of the Company, or upon the railroad of any company a majority of whose capital stock is at the time directly or indirectly owned by the Company, for the delivery of the Trust Equipment to it, the Company will, at its own expense, forthwith and in the usual manner and at the usual speed of freight trains, cause the Trust Equipment to be moved to such point or points on said railroads as shall be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or at the option of the Trustee it may keep the Trust Equipment on any of the lines of railroad or premises of the Company until the Trustee shall have leased, sold or otherwise have disposed of the same, and for such purpose the Company agrees to furnish without charge for rent or storage the necessary tracks at any convenient point or points selected by the Trustee. It is hereby expressly covenanted and agreed that the performance of the foregoing covenants is of the essence of the contract and that upon application to any court of equity having jurisdiction in the premises the Trustee shall be entitled to a decree against the Company requiring the specific performance thereof.

The remedies in this Lease and in said Agreement provided in favor of the Trustee and the holders of Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity.

EIGHTH. This Lease shall be simultaneously executed in twenty-five counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

Bank of North America and Trust Company, Trustee, doth hereby constitute and appoint C. P. Lineaweaver to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Lease, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

Illinois Central Railroad Company doth hereby constitute and appoint D. R. Burbank to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Lease, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

BANK OF NORTH AMERICA AND TRUST COMPANY,
Trustee,
By C. P. Lineaweaver
Vice-President.

Attest:
H. E. Righter
Assistant Secretary (Corporate Seal)

Signed, sealed and delivered by Bank of North America and Trust Company in the presence of:
H. G. Freese
F. E. Widdowfield

ILLINOIS CENTRAL RAILROAD COMPANY,
by D. R. Burbank
Vice-President.

Attest:
C. E. Kuck
Assistant Secretary (Corporate Seal)

Signed, sealed and delivered by Illinois Central Railroad Company in the presence of:
H. G. Freese
F. E. Widdowfield.

UNITED STATES OF AMERICA,
State of New York, } SS.:
County of New York,

I, JAMES A. EDWARDS, a notary public in and for the county of New York, State of New York, do hereby certify and be it remembered that the above annexed and foregoing instrument of writing was produced to me in my county by the parties thereunto on this 10th day of May, 1929, and that this day at the same time before me the undersigned, a notary public duly commissioned and qualified within and for the county aforesaid personally and in person came and appeared the above and within named C. P. Lineaweaver, Vice -President of the above named BANK OF NORTH AMERICA AND TRUST COMPANY, a corporation duly organized, incorporated and existing under and by the laws of the State of

Pennsylvania and H. E. Righter, Assistant Secretary of said BANK OF NORTH AMERICA AND TRUST COMPANY, one of the corporations described in and that executed the within instrument, with each of whom I am personally acquainted, and who are to me known and personally known to me to be the same identical persons whose names are affixed, signed and subscribed to said instrument and whose names are signed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, as having executed the same, and who are personally known to me to be such Vice-President and Assistant Secretary, officers of the corporation described in the within instrument, having authority to execute such instrument, and who executed the same, as such Vice-President and Assistant Secretary respectively, and they severally signed and delivered said instrument before me and in the presence of the two subscribing legal witnesses as Vice-President and Assistant Secretary, respectively, of said BANK OF NORTH AMERICA AND TRUST COMPANY, a corporation party thereunto, to be the act and deed of said corporation by them as Vice-President and Assistant Secretary, respectively, and the said H. E. Righter, as Assistant Secretary of said corporation, attested and proved before me, the seal of said corporation as affixed to said instrument; and furthermore, they severally upon oath acknowledged themselves before me and in the presence of said witnesses to be the Vice-President and Assistant Secretary, respectively, of said corporation, the within named party of the first part, and further severally acknowledged to me the execution of the said foregoing instrument on behalf of said corporation and they severally acknowledged the execution of the same to be the act and deed of said corporation, that such corporation executed the same and that being informed of the contents of the instrument they, as such Vice-President and Assistant Secretary, respectively, with full authority as such officers and being authorized so to do, executed, signed, sealed and delivered the same with full authority on the day mentioned on behalf of and for and as the act of said corporation by signing the name of the corporation by themselves as such officers, respectively, as the free and voluntary act and deed of said corporation, and as their own free and voluntary acts and deeds as such Vice-President and Assistant Secretary, respectively, for the consideration, uses and purposes therein set forth.

And at the same time the said C. P. Lineaweaver, being by me duly sworn, did depose and say that he resides in Philadelphia in the County of Philadelphia, State of Pennsylvania; that he is a Vice-President of said BANK OF NORTH AMERICA AND TRUST COMPANY, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the said seal affixed to said instrument is such corporate seal of said corporation; that it was so affixed and said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and he acknowledged said instrument to be the voluntary act and deed of said corporation.

And at the same time before me, the subscriber, personally appeared C. P. Lineaweaver, one of the attorneys named in the foregoing instrument, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said instrument to be the act of the said BANK OF NORTH AMERICA AND TRUST COMPANY.

And I do hereby further certify that the foregoing instrument was executed according to and in conformity with the laws of the state of New York.

Given under, and in witness and faith whereof I have hereunto set my hand and

official seal the day and year first above written, and have caused said appearers and witnesses to sign this acknowledgment.

JAMES A. EDWARDS

Notary Public.

N. Y. Co. Clerk's No. 17. Reg. No. 1E119

Commission Expires March 30, 1931.

NOTARIAL SEAL

Appearers:

C. P. Lineaweaver

H. E. Righter

Witnesses:

H. G. Freese

F. E. Widdowfield.

United States of America,)
State of New York,)ss.
County of New York,)

I, JAMES A. EDWARDS, a notary public in and for the County of New York, State of New York, do hereby certify and be it remembered that the above annexed and foregoing instrument of writing was produced to me in my county by the parties thereunto on this 10th day of May, 1929, and that this day at the same time before me, the undersigned, a notary public duly commissioned and qualified within and for the county aforesaid, personally and in person came and appeared the above and within named D. R. Burbank, Vice-President of the above named ILLINOIS CENTRAL RAILROAD COMPANY, a corporation duly organized, incorporated and existing under and by the laws of the State of Illinois, and C. E. Kuck, Assistant Secretary of said ILLINOIS CENTRAL RAILROAD COMPANY, one of the corporations described in and that executed the within instrument, with each of whom I am personally acquainted, and who are to me known and personally known to me to be the same identical persons whose names are affixed, signed and subscribed to said instrument and whose names are signed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, as having executed the same, and who are personally known to me to be such Vice-President and Assistant Secretary, officers of the corporation described in the within instrument, having authority to execute such instrument, and who executed the same, as such Vice-President and Assistant Secretary, respectively, and they severally signed and delivered said instrument before me and in the presence of the two subscribing legal witnesses as Vice-President and Assistant Secretary, respectively, of said ILLINOIS CENTRAL RAILROAD COMPANY, a corporation party thereunto, to be the act and deed of said corporation by them as Vice-President and Assistant Secretary, respectively, and the said C. E. Kuck, as Assistant Secretary of said corporation, attested and proved before me the seal of said corporation as affixed to said instrument; and furthermore they severally upon oath acknowledged themselves before me and in the presence of said witnesses to be the Vice-President and Assistant Secretary, respectively, of said corporation, the within named party of the second part, and further severally acknowledged to me the execution of the said foregoing instrument on behalf of said corporation and they severally acknowledged the execution of the same to be the act and deed of said

corporation, that such corporation executed the same and that being informed of the contents of the instrument they, as such Vice-President and Assistant Secretary, respectively, with full authority as such officers and being authorized so to do, executed, signed, sealed and delivered the same with full authority on the day mentioned on behalf of and for and as the act of said corporation by signing the name of the corporation by themselves as such officers respectively, as the free and voluntary act and deed of said corporation, and as their own free and voluntary acts and deeds as such Vice-President and Assistant Secretary, respectively, for the consideration, uses and purposes therein set forth.

And at the same time the said D. R. Burbank, being by me duly sworn, did depose and say that he resides in Ridgewood, in the County of Bergen, State of New Jersey; that he is a Vice-President of said ILLINOIS CENTRAL RAILROAD COMPANY, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal of said corporation; that it was so affixed and said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said Corporation, and that he signed his name thereto by like order and he acknowledged said instrument to be the voluntary act and deed of said corporation.

At the same time before me, the subscriber, personally appeared D. R. Burbank, one of the attorneys named in the foregoing instrument, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said instrument to be the act of the said ILLINOIS CENTRAL RAILROAD COMPANY.

And I do hereby further acknowledge that the foregoing instrument was executed and acknowledged according to and in conformity with the laws of the State of New York.

Given under, and in witness and faith whereof I have hereunto set my hand and official seal the day and year first above written, and have caused said appearers and witnesses to sign this acknowledgment.

JAMES A. EDWARDS

NOTARY PUBLIC,

N. Y. Co. Clerk's No. 17, Reg. No. 1E119

Commission Expires March 30, 1931.

NOTARIAL SEAL

Appearers:

D. R. Burbank

C. E. Kuck

Attesting Witnesses:

H. G. Freese

F. E. Widdowfield.

State of New York,)
ss.:
County of New York,)

NO. 21458 SERIES B.

I, THOMAS M. FARLEY, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

.....JAMES A. EDWARDS.....

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 13 day of May 1929.

THOMAS M. FARLEY

Clerk.

OFFICIAL SEAL

THIS AGREEMENT, dated the first day of April, 1929, by and between ANDREW S. HANNUM and HARRY WELLS (hereinafter called the Vendors), of the first part, BANK OF NORTH AMERICA AND TRUST COMPANY (hereinafter called the Trustee), of the second part, and ILLINOIS CENTRAL RAILROAD COMPANY (hereinafter called the Company), of the third part, WITNESSETH as follows:

WHEREAS, the Vendors have contracted to acquire the railroad equipment specifically described in the form of Lease from the Trustee to the Company prefixed to this Agreement, to which form reference is hereby made; and

WHEREAS, subscriptions have been or are being secured to the amount of six million nine hundred ninety thousand dollars ($6,990,000.) to a fund to be known as the Illinois Central Equipment Trust, Series P, which said fund is to be furnished to the Vendors to be applied by them in part payment of the purchase price of said railroad equipment contracted to be acquired by them; and

WHEREAS, said Vendors desire to secure to the parties subscribing to said fund or their assigns, the payment of the amount thereof in fifteen annual instalments, payable respectively on April 1 in each year, from April 1, 1930, to April 1, 1944, both inclusive, as hereinafter more particularly provided, with dividends to said dates of maturity respectively at the rate of four and one-half per cent (4½%) per annum from April 1, 1929, payable semi-annually on October 1 and April 1 in each year; and to evidence the rights of the subscribers to said fund by Trust Certificates in substantially the form hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I.

SECTION 1. The Vendors hereby agree to sell, assign, transfer and set over unto the Trustee, as trustee for the holders of the Trust Certificates hereinafter

described, the Trust Equipment. The Vendors will deliver the Trust Equipment to the person or persons designated by the Trustee as its agent or agents to receive such delivery, who may be any one or more of the officers and agents of the Company, and the certificate of any and every agent so designated shall be conclusive evidence of such delivery. The Trustee and the Company shall simultaneously with the execution of this Agreement execute and deliver the Lease of all the Trust Equipment prefixed hereto.

SECTION 2. Upon the transfer and delivery to the Trustee of any of the Trust Equipment it shall, subject to the provisions of Section 5 of this Article I, issue to the Vendors, or upon their order, for distribution to the several subscribers to said Illinois Central Equipment Trust, Series P, certificates to be known as Illinois Central Equipment Trust Certificates, Series P, herein called the Trust Certificates, of such maturity or maturities as shall be designated in such order, to a principal amount equal to 75 per cent. of the cost of the Trust Equipment so transferred and delivered to it, or to the greatest multiple of $1,000 contained therein, and make payment to the Vendors, or upon their order, in cash, of the remainder of said cost, out of the instalment of rental payable upon such delivery pursuant to subdivision (a) of Article First of said Lease. Any amount by which 75 per cent. of the cost of such Trust Equipment shall exceed the greatest multiple of $1,000 contained therein shall be adjusted upon the delivery of the next lot of Trust Equipment hereunder.

SECTION 3. In lieu of executing and delivering Trust Certificates against the delivery of Trust Equipment, as in Section 2 of this Article I provided, the Trustee shall at any time, or from time to time, upon request of the Vendors, execute and deliver to the Vendors, or upon their order, for distribution to said several subscribers, Trust Certificates of such maturity or maturities as shall be designated in such request, upon the deposit in cash with the Trustee, or to its credit with such banks or bankers in the City of New York as may be designated by the Vendors and approved by the Chairman of the Executive Committee, the President or a Vice-President of the Company, and also approved by a Vice-President or the Secretary of the Trustee, of said fund, or a part thereof equal to the principal amount of the Trust Certificates the execution and delivery of which shall be so requested. The Trustee may likewise cause to be deposited with such bank or bankers the instalments of rental payable to it on each delivery of Trust Equipment pursuant to subdivision (a) of Article First of said Lease and any sums received by it pursuant to Article Third of said Lease.

Any interest allowed by the Trustee or said banks or bankers upon any moneys so deposited shall belong to the Company, and be paid to it by or upon the order of the Trustee, so long as it shall not be in default hereunder or under said Lease, in lieu of the use of the Trust Equipment for the period before the delivery thereof. The certificates of the banks or bankers so designated, stating that they hold a stated amount subject to the order of the Trustee, shall be full protection to the Trustee for its action on the faith thereof. Said banks or bankers shall be fully protected in paying said moneys so deposited with them, and any such interest, to or upon the order of the Trustee, and shall be under no obligation to see to the application thereof in accordance with the provisions of this Agreement.

SECTION 4. The cash deposited with or to the credit of the Trustee, constituting said fund, or a part thereof, as in Section 3 of this Article I provided (hereinafter called the Deposited Cash), and any instalments of rental payable on delivery of Trust Equipment pursuant to subdivision (a) of Article First of said Lease, shall, until paid out by the Trustee as herein provided, be held for the benefit of the holders of the Trust Certificates. Whenever from time to time any of the Trust Equipment shall thereafter be transferred and delivered to the Trustee, the Trustee shall, if requested so to do, subject to the provisions of Section 5 of this Article I, pay to the Vendors, or upon their order, out of the Deposited Cash, an amount equal to 75 per cent. of the cost of the Trust Equipment so transferred and delivered to it, and shall make payment of the remainder thereof out of the instalment of rental payable on such delivery pursuant to subdivision (a) of Article First of said Lease.

SECTION 5. The Trustee shall not issue 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 stating that Trust Equipment 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 such Trust Equipment from the manufacturers or owners to the Trustee containing or accompanied by a warranty or guaranty by the manufacturers or owners satisfactory to the Trustee that the title to said Trust Equipment is thereby validly vested in the Trustee free from all liens and encumbrances;

(c) an opinion of counsel satisfactory to the Trustee (who may be counsel to the Company) that such bill or bills of sale are valid and effective to vest in the Trustee, free from all liens and encumbrances, the title to such Trust Equipment;

(d) a certificate as to the cost of such Trust Equipment signed by the Chairman of the Executive Committee, the President, a Vice-President or the Comptroller of the Company, which certificate may state either that the cost of such Trust Equipment is an amount therein specified or that the cost of such Trust Equipment is not less than an amount therein specified, and shall be conclusive evidence of such cost.

SECTION 6. The provisions of the preceding sections of this Article I are intended to permit (upon compliance with the conditions and requirements thereof) deliveries from time to time of portions of the Trust Equipment listed in any one item of the description thereof contained in the aforesaid Lease, and the issuance of Trust Certificates or payment out of the Deposited Cash or out of the instalment of rental payable on such delivery pursuant to the subdivision (a) of Article First of said Lease, as against such deliveries; and shall not be construed as requiring deliveries of all of the equipment listed in any one item of such description as a condition to such issuance or payment.

SECTION 7. Anything in this Agreement contained to the contrary notwithstanding, the aggregate principal amount of the Trust Certificates which shall be executed and delivered by the Trustee under this Agreement shall not exceed the sum of six million nine hundred ninety thousand dollars ($6,990,000) at any one time outstanding.

ARTICLE II.

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 amount at the rate of four and one-half per cent. (4½%) per annum from April 1, 1929, payable semi-annually on the first day of October and of April in each year. The Trust Certificates shall become due and payable as follows:

On April 1, 1930	$466,000 principal amount
On April 1, 1931	466,000 principal amount
On April 1, 1932	466,000 principal amount
On April 1, 1933	466,000 principal amount
On April 1, 1934	466,000 principal amount
On April 1, 1935	466,000 principal amount
On April 1, 1936	466,000 principal amount
On April 1, 1937	466,000 principal amount
On April 1, 1938	466,000 principal amount
On April 1, 1939	466,000 principal amount
On April 1, 1940	466,000 principal amount
On April 1, 1941	466,000 principal amount
On April 1, 1942	466,000 principal amount
On April 1, 1943	466,000 principal amount
On April 1, 1944	466,000 principal amount

The due date of each Trust Certificate shall appear upon its face. The Trust Certificates shall be numbered from 1 consecutively upward to 6,990, both inclusive.

Dividend warrants evidencing the right of the holders of the Trust Certificates to the dividends thereon, shall be annexed to the respective Trust Certificates. All dividends on the respective Trust Certificates shall cease after the principal thereof shall have become due.

SECTION 2. The Trust Certificates, the dividend warrants to be annexed thereto, and the guaranty to be endorsed thereon by the Company as hereinafter in Article III provided, shall be in substantially the following forms:

[FORM OF TRUST CERTIFICATE]

$1,000 No.

ILLINOIS CENTRAL EQUIPMENT TRUST,

SERIES P.

TOTAL ISSUE $6,990,000.

Dividends at the Rate of Four and One-Half Per Cent. per annum, Payable April 1 and October 1.

Bank of North America and Trust Company, of Philadelphia, Trustee.

PRINCIPAL HEREOF DUE APRIL 1, 19 .

BANK OF NORTH AMERICA AND TRUST COMPANY, Trustee under an Agreement dated April 1, 1929, between Andrew S. Hannum and Harry Wells, of the first part, Bank of North America and Trust Company, Trustee, of the second part, and Illinois Central Railroad Company, of the third part, hereby certifies that the bearer, or, if this certificate be registered, the registered owner hereof, is entitled to an interest of One Thousand Dollars in the Illinois Central Equipment Trust, Series P, payable on April 1, 19 , and to dividends thereon at the rate of four and one-half per cent. per annum from April 1, 1929, to said date of maturity, payable semi-annually on October 1 and April 1 in each year, but only upon presentation and surrender, as they severally mature of the dividend warrants annexed hereto, both principal and dividends being payable at the agency of the Trustee in the Borough of Manhattan, in the City of New York, in gold coin of the United States of America, of or equal to the standard of weight and fineness existing April 1, 1929, and without deduction for any tax, assessment or other governmental charge (other than Federal income taxes) which the Illinois Central Railroad Company or the Trustee may be required to pay or to retain therefrom under any present or future law of the United States of America, or of any state, county, municipality or other taxing authority therein, but only from and out of rentals received from a certain Lease of railroad equipment made by Bank of North America and Trust Company, Trustee, to Illinois Central Railroad Company, dated April 1, 1929.

This certificate is one of an issue of six thousand nine hundred ninety certificates for $1,000 each, similar except as to dates of maturity, all issued under said Agreement, under which said railroad equipment and said Lease thereof are held by said Trustee in trust for the equal benefit of the holders of the interests represented by said certificates, to which Agreement and Lease, filed with the Trustee at its office in the City of Philadelphia, reference is made for a further statement of the rights of the holder hereof thereunder.

This certificate may be registered at the agency of the Trustee in the Borough of Manhattan in the City of New York in the name of the holder hereof, and such registration noted hereon by or on behalf of the Trustee. Thereafter title to the interest represented by the certificate shall pass only by transfer registered at said agency unless and until a transfer to bearer shall have been similarly registered and noted hereon. Such registration shall apply only to the principal of this certificate and not to the dividend warrants hereunto attached, which shall continue to be payable to bearer.

In case of default in the performance or observance of any of the covenants of Illinois Central Railroad Company in said Agreement or Lease contained, the principal amount represented by this certificate may become or be declared due and payable in the manner and with the effect therein provided.

IN WITNESS WHEREOF, the Trustee has caused this certificate to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and to be attested by its Secretary or an Assistant Secretary, and dividend warrants bearing the facsimile signature of its Treasurer to be attached hereto, as of the first day of April, 1929.

BANK OF NORTH AMERICA AND TRUST COMPANY,

Trustee,

By

Vice-President.

Attest:

Assistant Secretary.

[FORM OF DIVIDEND WARRANT]

$22.50 No.

Due to the bearer hereof on 1, 19 , on surrender hereof at the agency of the undersigned Trustee in the Borough of Manhattan in the City of New York, Twenty-two dollars and fifty cents, without deduction for taxes (other than Federal income taxes), being the semi-annual dividend then due on Certificate No. of Illinois Central Equipment Trust, Series P, payable only out of rentals under the Lease referred to in said certificate.

BANK OF NORTH AMERICA AND TRUST COMPANY,
Trustee,
by
Treasurer.

[FORM OF GUARANTY]

Illinois Central Railroad Company, for a valuable consideration, hereby unconditionally guarantees to the holder or registered owner of the within certificate the prompt payment of One Thousand Dollars, being the principal of said certificate, when the same shall become due and payable, whether at the maturity thereof or by declaration, or otherwise, and of dividends thereon at the rate of four and one-half per cent. per annum on the semi-annual dates mentioned in said certificate and in the dividend warrants thereunto attached.

ILLINOIS CENTRAL RAILROAD COMPANY,
by
Vice-President.

SECTION 3. The Trust Certificates shall be signed in the name and on behalf of the Trustee by its President or one of its Vice-Presidents, and its corporate seal shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries. The dividend warrants to be thereunto attached shall be authenticated by the facsimile signature of the present or any future Treasurer of the Trustee, Before executing or delivering any Trust Certificates all matured dividend warrants thereto appertaining shall be cut off and cancelled and delivered by the Trustee to the Company.

SECTION 4. Temporary printed Trust Certificates, with or without dividend warrants, in such form and denominations as the Trustee may determine, may be issued by the Trustee, having endorsed thereon said guaranty of the Company, which shall be exchangeable upon surrender for definitive Trust Certificates, having endorsed thereon said guaranty of the Company, when the same shall have been prepared. Each of such temporary Trust Certificates shall designate the date or dates of maturity of the definitive Trust Certificate or Certificates for which it is exchangeable, and until such exchange said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates, including the guaranty of payment by the Company.

SECTION 5. Any of the definitive Trust Certificates may be registered in the name of the holder at the agency of the Trustee in the Borough of Manhattan in the City of New York, and such registration shall be noted thereon by or on behalf of the Trustee. Thereafter no transfer thereof shall be valid unless made at said agency by the registered owner thereof, in person or by his duly authorized attorney, and similarly noted; but the same may be discharged from registration by being in like manner transferred to bearer; and such Trust Certificates may again and from time to time be registered or transferred to bearer as before.

Such registration, however, shall not affect the dividend warrants, but every such dividend warrant shall continue to be transferable by delivery merely and shall remain payable to bearer.

Anything to the contrary herein notwithstanding, the parties hereto may deem and treat the bearer of any unregistered Trust Certificate and the bearer of any dividend warrant, as the absolute owner of such Trust Certificate or dividend warrant, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and shall not be affected by any notice to the contrary. The parties hereto may deem and treat the registered owner of any registered Trust Certificate as the absolute owner of such Trust Certificate for all purposes except payment of dividends, and shall not be affected by any notice to the contrary.

For any registration, transfer or discharge from registration, the Trustee at its option may, and if so requested by the Company shall, require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge connected therewith.

SECTION 6. In case any Trust Certificate, or the dividend warrants thereto attached, shall become mutilated or defaced or be lost or destroyed, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate (and the Company at the request of the Trustee shall execute its guaranty thereon), with all unmatured dividend warrants appertaining thereto, of like maturity, tenor and date, and bearing the same serial number as the one mutilated, defaced, lost

or destroyed, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate and warrants, or in lieu of and substitution for the same if lost or destroyed, and make payment of any matured dividend warrants appertaining to the same. The applicant for a new Trust Certificate shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss or destruction of such Trust Certificate or warrants alleged to have been lost or destroyed, and of the ownership and authenticity of such mutilated, defaced, lost or destroyed Trust Certificate and warrants, and also such security or indemnity as may be required by the Trustee and by the Company in their discretion; and shall pay all expenses and charges of such substitution or exchange. All Trust Certifiates are held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost or destroyed Trust Certificates and warrants and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

ARTICLE III.

SECTION 1. The Company hereby accepts and becomes bound by all the terms of this Agreement, and hereby covenants and agrees to make payment of the reasonable expenses of the Trustee, and of all taxes, assessments and governmental charges herein mentioned for which the Trustee may be liable, or which (other than Federal income taxes) the Trustee or the Company may be required to pay or to retain from the principal of the Trust Certificates or the dividends payable in respect thereof under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein.

SECTION 2. The Company covenants and agrees and guarantees that the holder or registered owner of each of the Trust Certificates shall receive the sum of One Thousand Dollars, in gold coin of the United States, of or equal to the present standard of weight and fineness, when and as the same shall become due and payable, whether at the maturity thereof or by declaration or otherwise, and shall receive dividends thereon in like gold coin at the rate of four and one-half per cent. (4½%) per annum, from April 1, 1929, to the date of maturity of such certificate, all without deduction for any tax, assessment or governmental charge (other than Federal income taxes) which the Company or the Trustee may be required to pay, or to retain therefrom, under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein, and at the times and place and otherwise as expressed in the Trust Certificates and in the dividend warrants thereto attached; and the Company further covenants and agrees to endorse upon each of the Trust Certificates, at or before the issue and delivery thereof by the Trustee, its guaranty of the prompt payment of the principal thereof and of the dividends thereon, in substantially the form in Section 2 of Article II hereof provided. Said guaranty so endorsed shall be signed in the name and on behalf of the Company by its President or one of its Vice-Presidents.

SECTION 3. The Company covenants and agrees that it will pay or cause to be paid or discharged, or make adequate provision for the satisfaction or discharge of, any claim which, if unpaid, might become a lien or charge upon or against any of the Trust Equipment, except upon the leasehold interest of the Company therein; but this provision shall not require the payment of any such claim so long as the validity thereof

shall be contested in good faith and by appropriate legal proceedings unless thereby in the opinion of the Trustee, the rights of the Trust Certificate holders may be materially endangered.

SECTION 4. The Company covenants and agrees to pay the expenses incident to the preparation and execution of the Trust Certificates and dividend warrants, including any temporary Trust Certificates to be issued hereunder, and the expenses connected with the preparation, execution, recording, registration and filing hereof or of said Lease and of any instruments executed under the provisions hereof or of said Lease in respect to the Trust Equipment or Lease, or any equipment or parts used to replace any of the same. The Company with all convenient speed will cause this Agreement and said Lease and all supplemental leases and agreements which may be executed under the terms of this Agreement or of said Lease, to be duly filed and recorded in all states wherein are situated railroad lines owned or operated by the Company or over which the Company has trackage rights, and in all states where any of the Trust Equipment shall be delivered and otherwise as may be required by law, so that this Agreement and said Lease and all said other instruments may at all times be duly filed and recorded.

SECTION 5. The Company covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and said Lease and the intent thereof.

ARTICLE IV.

SECTION 1. In order to prevent any accumulation of Trust Certificates or of dividend warrants after maturity, neither the Trustee nor the Company shall directly or indirectly extend or assent to the extension of the time for the payment of any Trust Certificate or dividend warrant, but the same shall be paid and cancelled at maturity, and no Trust Certificate or dividend warrant in substitution therefor shall be issued; and neither the Trustee nor the Company shall directly or indirectly be a party to or approve of any arrangement for purchasing or funding any of said Trust Certificates or dividend warrants, or for an advance or loan upon the same, at or after maturity. In case the time for payment of any Trust Certificate or dividend warrant shall be so extended, whether or not such extension be by or with the consent of the Trustee or the Company, or in case, at or after maturity, any Trust Certificates or dividend warrants shall be purchased or funded, or an advance or loan upon the same shall be made, by or on behalf of the Trustee or the Company or pursuant to any arrangement requested or approved by either of them or to which either of them shall be a party or made with the privity of the Trustee or the Company, such Trust Certificates and dividend warrants shall not be entitled to the benefit of said Lease or of this Agreement, except subject to the prior payment in full of the principal of all other Trust Certificates and dividend warrants whether the same be then matured or unmatured.

SECTION 2. In case one or more of the events of default described in Article Seventh of said Lease shall happen, the Trustee in its discretion may, and at the request of the holders of a majority in amount of the Trust Certificates then outstanding shall, declare the principal of all of said Trust Certificates to be due and payable, and thereupon the same shall become and be immediately due and payable.

In any such case the Trustee may retake possession of the Trust Equipment or any part thereof and may either hold or lease the same or any part thereof, or dispose of the same or any part thereof in such manner, at public or private sale, for cash or upon credit, as the Trustee may deem most beneficial to the interests of the holders of said Trust Certificates. In case one or more of said events of default shall happen (whether the principal of the Trust Certificates shall have been declared due and payable or not), then upon the written request of the holders of one-quarter in amount of the Trust Certificates at the time outstanding, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all steps for the protection and enforcement of its rights and the rights of the holders of the Trust Certificates, and to exercise one or more of the powers of entry, sale and lease in said Lease conferred, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee being advised by counsel shall deem most expedient in the interest of the holders of the Trust Certificates; but, anything in this Agreement to the contrary notwithstanding, upon proper indemnity to the Trustee, the holders of a majority in amount of the Trust Certificates then outstanding from time to time, shall have the right to direct and to control the proceedings for any enforcement of said Lease and this Agreement and the sale or lease of the Trust Equipment. The proceeds of such lease or sale shall be applied by the Trustee to the payment, after deducting the expenses of the trust and all taxes, assessments and governmental charges which the Trustee may by law be required to pay in respect of the trust or the Trust Certificates aforesaid or the dividends thereon:

(1) of the dividend warrants then due with interest on any overdue dividends at the rate of four and one-half per cent. per annum; and

(2) of the principal of all said outstanding Trust Certificates with interest thereon at the rate of four and one-half per cent. per annum from the last preceding dividend date, whether said Certificates or any of them shall then have matured by their terms or not;

all of said payments to be in full, if said proceeds shall be sufficient, and if not, then PRO RATA, without preference of principal over dividends, or of dividends over principal or otherwise (subject, however, to Section 1 of this Article IV), and without regard to the dates of maturity thereof.

The foregoing provisions, however, are subject to the condition that if at any time after the principal of the Trust Certificates shall have been declared and have become due and payable, as hereinbefore provided, but before April 1, 1944, all arrears of rental (with interest upon any overdue instalment at the rate of four and one-half per cent. per annum), the expenses of the Trustee and all other sums which shall have become due and payable by the company hereunder or under said Lease (other than the principal of Trust Certificates and rental instalments which shall not at the time have matured according to their terms), shall be paid by the Company before any taking possession, withdrawal, sale or lease by the Trustee of any of the Trust Equipment, and every other default in the observance or performance of any covenant or condition of this Agreement or said Lease shall be made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the Trustee, if so requested by the holders of a majority in principal amount of the Trust Certificates then outstanding and which shall not have then matured according

to their terms, shall, by written notice to the Company, waive the default by reason of which the principal of the Trust Certificates shall have been declared and become due and the consequences of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Neither such retaking possession nor any withdrawal or lease or sale of the Trust Equipment by the Trustee, nor any action or failure or omission to act, against the Company or in respect to the Trust Equipment, on the part of the Trustee or on the part of any holder of any Trust Certificate or dividend warrant, nor any delay or indulgence granted to the Company by the Trustee or any such holder, shall affect the obligations of the Company under this Agreement or under said Lease or under its guaranty.

ARTICLE V.

SECTION 1. The Trustee hereby covenants and agrees to perform, and, so far as possible, to enforce the performance of, all and singular the terms, conditions and covenants of said Lease, including the marking of the Trust Equipment.

SECTION 2. The Trustee covenants and agrees to apply and distribute the rentals received by it under subdivision (b), (c), (d) and (e) of Article First of said Lease, when and as the same shall be received, for the following purposes, to wit:

(a) to the payment of the necessary and reasonable expenses of the trust connected with the Trust Equipment and said Lease thereof;

(b) to the payment of any and all taxes, assessments and governmental charges upon the income or property of the trust, or the agreements evidencing the same, which the Trustee may be required to pay and of any and all taxes, assessments or governmental charges which the Trustee may be required to pay or to retain from the principal of the Trust Certificates or from the dividends payable thereon under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein;

(c) to the payment of the dividend warrants attached to the Trust Certificates when and as the same shall become payable; and

(d) to the payment of the principal of the Trust Certificates when and as the same shall become payable according to the terms thereof or hereof.

SECTION 3. The Trustee shall cause to be kept at an agency in the Borough of Manhattan in the City of New York, books for the registration and transfer of the Trust Certificates and upon presentation for such purpose the Trustee will register or cause to be registered as hereinbefore provided, and under such reasonable regulations as may be prescribed, any of the Trust Certificates. The Trustee, at all times until the payment of the principal of all the Trust Certificates, shall keep an agency in the Borough of Manhattan in the City of New York, where the Trust Certificates and dividend warrants may be presented for payment.

SECTION 4. The Trustee assumes no liability for anything other than its own wilful or gross neglect. It shall be required to undertake no act or duty in the way of taking care of or taking possession of the Trust Equipment until fully secured against all liability. No duty of insurance or of repairs or of protection of any of the trust property is incumbent upon it, nor shall it be responsible for the filing or recording of this Agreement or of said Lease; and the Trustee may issue and deliver Trust Certificates in advance of such filing or recording.

SECTION 5. The Trustee shall be under no obligation to take any action for the execution or enforcement of any of the trusts hereby created unless requested thereunto in writing by the holders of not less than one-quarter in amount of the then outstanding Trust Certificates and upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with proof satisfactory to it as to the ownership of the Trust Certificates and warrants in respect of which any notice or request may be made; but neither any such request nor this provision therefor shall affect any discretion herein elsewhere specifically given to the Trustee to determine what action it shall take in respect of any such default, or to take action without request.

SECTION 6. No holder of any Trust Certificate or dividend warrant issued hereunder shall have any right to institute any suit, action or proceeding for the execution and enforcement of the trust hereby created unless, after the aforesaid request in writing by the holders of not less than one-quarter in amount of the then outstanding Trust Certificates shall have been made upon the Trustee, indemnity satisfactory to it provided, and a reasonable time elapsed for action by the Trustee upon such request, it shall decline to institute any proceedings pursuant thereto.

SECTION 7. The Trustee may, for all purposes, conclusively assume that the Company is not in default under the terms hereof until notified in writing to the contrary by the holders of at least one-tenth in amount of the Trust Certificates then outstanding, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

SECTION 8. The Trustee shall not incur any liability to any body in acting upon any notice, consent, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic, and to be signed by the proper party or parties.

SECTION 9. The Trustee will allow interest upon all moneys received by it under the provisions of this Agreement or of said Lease, at the rate generally prevailing among Philadelphia trust companies or allowed by it upon deposits of a similar character.

SECTION 10. The Trustee shall, at least once in each year, render to the Company a statement of its said trust and of the accounts relating thereto, and covering such matters as the Company may properly require, and the Vendors and the Company or either of them, may from time to time examine the books and accounts of the Trustee relating to said Trust Certificates and Lease, to this Agreement and to the acts of the Trustee hereunder.

SECTION 11. The Trustee may resign and be discharged from the trusts created by this Agreement by giving to the Company and to the holders of the Trust Certificates then outstanding notice in writing of such resignation, specifying a date when such resignation shall take effect. Such notice may be given to the holders of the Trust Certificates by publication of the notice at least once in each of three successive calendar weeks prior to the date specified in such notice in a daily newspaper published in the Borough of Manhattan, in the City of New York, and in a daily newspaper published in the City of Philadelphia, Pennsylvania. Such resignation shall take effect on the date specified in such notice, (which date shall not be less than thirty days after the giving or first publication of such notice), unless previously a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any trustee hereunder may be removed at any time by an instrument in writing filed with the Trustee and executed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

SECTION 12. In case at any time the Trustee shall resign or shall be removed or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding, by an instrument or concurrent instruments signed by such Certificate holders or their attorneys in fact duly authorized; but until a new trustee shall be appointed by said Certificate holders as herein authorized, the Company, by an instrument executed under its corporate seal, may appoint a trustee to fill such vacancy. Every such successor trustee, whether appointed by the Certificate holders or by the Company, shall always be a trust company or bank having power so to act and organized under the laws of the United States of America, the Commonwealth of Pennsylvania or the State of New York and having an office either in the City of Philadelphia or in the Borough of Manhattan, City of New York, and having a capital and surplus aggregating at least five million dollars. After any such appointment by the Company, it shall cause notice of such appointment to be published once a week in each of four successive weeks in a daily newspaper published in the Borough of Manhattan, in the City of New York, and in a daily newspaper published in the City of Philadelphia, Pennsylvania; but any new trustee so appointed by the Company shall immediately, and without further act, be superseded by a trustee appointed, in the manner above provided, by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Company an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with title to the trust estate, and with all the rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein, and the trustee ceasing to act shall, on the written request of such successor trustee, assign and transfer the trust estate or cause the trust estate to be assigned and transferred to the successor trustee, and shall be entitled to the payment of its charges and expenses theretofore incurred. Upon request of such successor trustee, the Company shall execute and deliver such instruments of further assurance as may reasonably be required for more fully and certainly vesting in and confirming to such successor trustee all the right, title and interest of the predecessor trustee in and to the trust estate and such rights, powers, trusts, duties and obligations. All instruments herein provided for shall be at the cost of the Company.

Any corporation resulting from any merger or consolidation to which the Trustee, or any successor to it, shall be a party, provided such corporation shall be a corporation organized under the laws of the United States of America, the Commonwealth of Pennsylvania or the State of New York, and shall do business in the City of Philadelphia, Pennsylvania, or in the Borough of Manhattan in the City of New York, and have a capital and surplus aggregating at least five million dollars, shall be the successor trustee under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE VI.

No recourse under any obligation, covenant or agreement of this Agreement, or

of the guaranty of the Company respecting any Trust Certificate or dividend warrant issued hereunder, shall be had against any stockholder, officer or director of the Company, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in the guaranty of the Company respecting an of the Trust Certificates or dividend warrants issued hereunder, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and the issue of such Trust Certificates and dividend warrants.

ARTICLE VII.

Any request or other instrument required by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such Certificate holders in person, or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose of this Agreement, and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument, if made in the following manner, viz.:

(a) the fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the certificate of any notary public or of any other officer authorized to take, either within or without the Commonwealth of Pennsylvania or the State of New York, acknowledgments of deeds to be recorded in either of said States, or in the State where the acknowledgment may be taken, certifying that the persons signing such request or other instrument acknowledged to him the execution thereof; or by the affidavit of a witness to such execution;

(b) the amount of Trust Certificates held by any person executing any such request or other instrument as a Certificate holder, and the serial numbers of the Trust Certificates held by such person and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depositary wheresoever situated whose certificate shall be deemed by the Trustee to be satisfactory, showing that, at the date therein mentioned, such person had no deposit with such depositary, or exhibited to such depositary, the Trust Certificates numbered and described in such certificate. The Trustee may presume the continuance of any such deposit unless and until it receives proof satisfactory to it to the contrary.

ARTICLE VIII.

At the termination of said Lease to the Company, any moneys remaining in the hands of the Trustee, after paying the principal of and dividends upon the Trust Certificates, and the expenses of the Trustee, including its reasonable compensation, shall be paid to the Company.

ARTICLE IX.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person, firm or corporation other than the parties hereto

and the holders of the Trust Certificates and appurtenant dividend warrants, any right, remedy or claim, under or by reason of this Agreement, or of any term, covenant or condition thereof, and all of the terms, covenants, conditions, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

ARTICLE X.

The term "Trustee" as used herein and in said Lease shall be held and construed to mean Bank of North America and Trust Company, its successors and assigns; the word "Company" herein, to mean and include the party of the third part, its successors and assigns; and the words "Certificate holder" and "holder" shall include the plural as well as the singular number. The term "Trust Equipment" wherever used herein or in said Lease, unless otherwise indicated by the context, is intended to include all railroad equipment at any time covered by said Lease or any supplemental lease or this Agreement or required or intended so to be.

In case of the death of either of the Vendors the other Vendor shall have and discharge all the powers of the Vendors. In case of the death or inability to act of both of the Vendors, the Trustee shall receive and distribute or pay for the account of the original Vendors, to the parties entitled to receive the same from the original Vendors, all Trust Certificates issuable or Deposited Cash or other moneys payable to the original Vendors by the Trustee hereunder. Any action taken by either of the Vendors shall have the same force and effect as if taken by both of them.

Whenever, under the provisions hereof, it is necessary or proper for any notice or demand to be made to or upon the Company, or if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given or made to the Company by depositing a written statement thereof, securely enclosed in a postpaid wrapper, in the United States mail, directed to the Company at New York City, New York, and an affidavit by any person representing or acting on behalf of the Trustee as to such mailing shall be conclusive evidence of the giving of such notice and the making of such demand.

This Agreement shall be simultaneously executed in twenty-five counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

Bank of North America and Trust Company doth hereby constitute and appoint C. P. Lineaweaver to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Agreement, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

Illinois Central Railroad Company doth hereby constitute and appoint D. R. Burbank to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Agreement, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals, and the parties of the second and third parts have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

ANDREW S. HANNUM L. S.

HARRY WELLS L. S.

Witnesses:

H. G. FREESE

F. E. WIDDOWFIELD

BANK OF NORTH AMERICA AND TRUST COMPANY,

by C. P. LINEAWEAVER

Vice-President.

Attest:

H. E. RIGHTER

Assistant Secretary CORPORATE SEAL

Signed, sealed and delivered by

Bank of North America and Trust

Company in the presence of:

H. G. FREESE

F. E. WIDDOWFIELD

ILLINOIS CENTRAL RAILROAD COMPANY,

By D. R. BURBANK

Vice-President.

Attest:

C. E. KUCK

Assistant Secretary

Signed, sealed and delivered by

Illinois Central Railroad Company

in the presence of:

H. G. Freese

F. E. Widdowfield

UNITED STATES OF AMERICA,)
)
STATE OF NEW YORK,)ss.:
)
COUNTY OF NEW YORK,)

I, JAMES A. EDWARDS, a notary public in and for the County of New York, State of New York, do hereby certify and be it remembered that the above annexed and foregoing instrument of writing between ANDREW S. HANNUM and HARRY WELLS, BANK OF NORTH AMERICA AND TRUST COMPANY, and ILLINOIS CENTRAL RAILROAD COMPANY, was produced to me in my county by the parties on this 10th day of May, in the year 1929, A. D.; and that this day at the same time before me the undersigned a notary public duly commissioned and qualified within and for the county aforesaid personally and in person came and appeared the above and within named ANDREW S. HANNUM and HARRY WELLS, the Vendors, with each of whom I am personally acquainted, and who are to me known and personally known to me to be the same identical individuals described and named in, and whose names are signed, subscribed and affixed to, and who executed the above annexed and foregoing instrument as the parties of the first part, and they severally signed said instrument before me and in the presence of the two subscribing legal

witnesses, and severally acknowledged in the presence of said witnesses that, being informed of the contents of said instrument, they executed, signed, sealed and delivered said instrument, as and to be their free and voluntary acts and deeds for the uses and purposes therein contained, mentioned and set forth, and severally desired the same to be recorded as such.

And I, the said notary public in and for the County of New York, State of New York, do hereby further certify and be it remembered that this day at the same time before me, the undersigned, a notary public duly commissioned and qualified within and for the county aforesaid, personally and in person came and appeared the above and within named C. P. Lineaweaver, a Vice-President of the above named BANK OF NORTH AMERICA AND TRUST COMPANY, a corporation duly organized, incorporated and existing under and by the laws of the State of Pennsylvania and H. E. Righter, an Assistant Secretary of said Bank of North America and Trust Company, one of the corporations described in and that executed the within instrument, with each of whom I am personally acquainted, and who are to me known and personally known to me to be the same identical persons, whose names are affixed, signed and subscribed to said instrument and whose names are signed to the foregoing instrument as such a Vice-President and an Assistant Secretary, respectively, as having executed the same, and who are personally known to me to be such a Vice-President and an Assistant Secretary, officers of the corporation described in the within instrument, having authority to execute such instrument, and who executed the same as such Vice-President and Assistant Secretary, respectively, and they severally signed and delivered said instrument before me and in the presence of the two subscribing legal witnesses as Vice-President and Assistant Secretary, respectively, of said Bank of North America and Trust Company, a corporation party thereunto, to be the act and deed of said corporation by them as a Vice-President and an Assistant Secretary, respectively, and the said H. E. Righter, as an Assistant Secretary of said corporation attested and proved before me the seal of said corporation as affixed to said instrument; and furthermore, they severally upon oath acknowledged themselves before me and in the presence of said witnesses to be a Vice-President and an Assistant Secretary, respectively, of said corporation, the within named party of the second part, and further severally acknowledged to me the execution of the said foregoing instrument on behalf of said corporation, and they severally acknowledged the execution of the same to be the act and deed of said corporation, that such corporation executed the same and that being informed of the contents of the instrument they as such a Vice-President and an Assistant Secretary, respectively, with full authority as such officers and being authorized so to do, executed, signed, sealed and delivered the same with full authority on the day mentioned and on behalf of and for and as the act of said corporation by signing the name of the corporation by themselves as such officers, respectively, as the free and voluntary act and deed of said corporation, and as their own free and voluntary acts and deeds as such a Vice-President and an Assistant Secretary, respectively, for the consideration, uses and purposes therein set forth.

And at the same time the said C. P. Lineaweaver, being by me duly sworn, did depose and say that he resides in Philadelphia, in the County of Philadelphia, State of Pennsylvania; that he is a Vice-President of said Bank of North America and Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal of said corporation; that it was so affixed and said

instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and he acknowledged said instrument to be the voluntary act and deed of said corporation.

And at the same time before me, the subscriber, personally appeared C. P. Lineaweaver, one of the attorneys named in the foregoing instrument, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said instrument to be the act of the said Bank of North America and Trust Company.

And I do hereby further certify that the foregoing instrument was executed and acknowledged according to and in conformity with the laws of the State of New York.

Given under and in witness and faith whereof I have hereunto set my hand and official seal the day and year first above written, and have caused said appearers and witnesses to sign this acknowledgment.

JAMES A. EDWARDS

Notary Public

N. Y. Co. Clerk's No. 17. Reg. No. 1E119

Commission Expires March 30, 1931.

NOTARIAL SEAL

Appearers:

Andrew S. Hannum

Harry Wells

C. P. Lineaweaver

H. E. Righter

Witnesses:

H. G. Freese

F. E. Widdowfield

UNITED STATES OF AMERICA,)
State of New York,)
County of New York,)

I, JAMES A. EDWARDS, a notary public in and for the County of New York, State of New York, do hereby certify and be it remembered that the above annexed and foregoing instrument, of writing between Andrew S. Hannum and Harry Wells, Bank of North America and Trust Company, and Illinois Central Railroad Company, was produced to me in my county by the parties on this 10th day of May, 1929, and that this day before me, the undersigned, a notary public duly commissioned and qualified within and for the county aforesaid personally and in person came and appeared the above and within named D. R. Burbank, a Vice-President of the above named Illinois Central Railroad Company, a corporation duly organized, incorporated and existing under and by the laws of the State of Illinois and C. E. Kuck, an Assistant Secretary of said Illinois Central Railroad Company, one of the corporations described in and that executed the within instrument, with each of whom I am personally acquainted, and who are to me known and personally known to me to be the same identical persons whose names are affixed, signed and subscribed to said instrument and whose names are signed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, as

having executed the same, and who are personally known to me to be such Vice-President and Assistant Secretary, officers of the corporation described in the within instrument having authority to execute such instrument, and who executed the same, as such Vice-President and Assistant Secretary, respectively, and they severally signed and delivered said instrument before me and in the presence of the two subscribing legal witnesses as a Vice-President and an Assistant Secretary, respectively, of said Illinois Central Railroad Company, a corporation party thereunto, to be the act and deed of said corporation by them as a Vice-President and an Assistant Secretary, respectively, and the said C. E. Kuck, as an Assistant Secretary of said corporation attested and proved before me the seal of said corporation as affixed to said instrument; and furthermore they severally upon oath acknowledged themselves before me and in the presence of said witnesses to be a Vice-President and an Assistant Secretary, respectively, of said corporation, the within named party of the third part, and further severally acknowledged to me the execution of the said foregoing instrument on behalf of said corporation, and they severally acknowledged, the execution of the same to be the act and deed of said corporation, that such corporation executed the same and that being informed of the contents of the instrument they, as such a Vice-President and an Assistant Secretary, respectively, with full authority as such officers and being authorized so to do, executed, signed, sealed and delivered the same with full authority on the day mentioned on behalf of and for and as the act of said corporation by signing the name of the corporation by themselves as such officers, respectively, as the free and voluntary act and deed of said corporation, and as their own free and voluntary acts and deeds as such a Vice-President and an Assistant Secretary, respectively, for the consideration, uses and purposes therein set forth.

And at the same time the said D. R. Burbank, being by me duly sworn, did depose and say that he resides in Ridgewood, in the County of Bergen, State of New Jersey; that he is a Vice-President of said Illinois Central Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal of said corporation; that it was so affixed and said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and he acknowledged said instrument to be the voluntary act and deed of said corporation.

At the same time before me, the subscriber, personally appeared D. R. Burbank, one of the attorneys named in the foregoing instrument, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said instrument to be the act of the said Illinois Central Railroad Company.

And I do hereby further certify that the foregoing instrument was executed and acknowledged according to and in conformity with the laws of the State of New York.

Given under, and in witness and faith whereof I have hereunto set my hand and official seal the day and year first above written, and have caused said appearers and witnesses to sign this acknowledgment.

JAMES A. EDWARDS

Notary Public

N. Y. Co. Clerk's No. 17. Reg. No.1E119

Commission Expires March 30, 1931.

NOTARIAL SEAL

Appearers:

D. R. Burbank

C. E. Kuck

Witnesses:

H. G. Freese

F. E. Widdowfield

STATE OF NEW YORK,)
County of New York,) ss.: No. 21453 SERIES B.

I, THOMAS M. FARLEY, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

JAMES A. EDWARDS

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 13 day of May 1929.

THOMAS M. FARLEY

Clerk

OFFICIAL SEAL

UNITED STATES OF AMERICA,)
STATE OF NEW YORK,) ss.:
COUNTY OF NEW YORK,)

I DO HEREBY CERTIFY that the United States Internal Revenue Stamps required by law have been affixed to one of the counterparts of the within Agreement and cancelled.

JAMES A. EDWARDS

Notary Public

N. Y. Co. Clerk's No. 17. Reg. No. 1E119

Commission Expires March 30, 1931.

NOTARIAL SEAL

State of Wisconsin } ss.
DEPARTMENT OF STATE

Received this 22nd day of May A. D. 1929 at 10 o'clock A.M. and recorded in Vol. 27 of R.R. Mtgs. Etc. on page 437-468 Inclusive

Theodore Dammann
Assistant Secretary of State

$2.00

Indexed 154

THE CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD

EQUIPMENT TRUST
SERIES J

LEASE OF RAILROAD EQUIPMENT
Dated June 1, 1929

THE PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND
GRANTING ANNUITIES.

to

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY.

A G R E E M E N T

Dated June 1, 1929

ANDREW S. HANNUM
and
HARRY WELLS

Vendors

with

THE PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES
and
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY

LEASE OF RAILROAD EQUIPMENT, dated June 1, 1929, between The Pennsylvania Company for Insurances on Lives and Granting Annuities, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee as hereinafter mentioned (hereinafter called the Trustee), party of the first part, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the Company), party of the second part:

WHEREAS, by a certain Agreement, dated June 1, 1929, between Andrew S. Hannum and Harry Wells, Vendors, the Trustee and the Company, a counterpart original whereof is hereto annexed and made a part hereof, there was constituted the "The Chicago, Milwaukee, St.Paul and Pacific Railroad Equipment Trust, Series J", under which the railroad equipment which said Vendors transferred or agree to transfer to the Trustee thereunder is to be leased to the Company hereunder; and

WHEREAS, pursuant to the provisions of said Agreement, said railroad equipment has been or will be transferred to the Trustee thereunder and the title thereto vested in the Trustee:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the Trustee (acting in pursuance of said Agreement), for and in consideration as well of the sum of one dollar to it paid by the Company, at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as of the rents and covenants hereinafter mentioned to be paid, kept and performed by the Company, has let and leased, and does hereby let and lease, to the Company all the railroad equipment of The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series J (hereinafter and in said Agreement collectively called the Trust Equipment), to wit:

(a) 1,200 steel frame, steel superstructure, single sheathed, 50 ton capacity, automobile cars, inside length 40' 6", numbered 593325 to 594524, both inclusive;

500 steel frame, steel superstructure, single sheathed, 50 ton capacity, automobile cars, inside length 50' 6", numbered 271500 to 271999, both inclusive;

800 all steel construction, 70 ton capacity, ballast cars, rolled steel wheels, inside length 42' 3", numbered 340000 to 340799, both inclusive;

200 all steel construction, 70 ton capacity ballast cars, cast iron wheels, inside length 42' 3", numbered 340800 to 340999, both inclusive;

500 steel underframe, steel frame superstructure, 40 ton capacity, single deck stock cars, inside length 40' 6", numbered 105007 to 105506, both inclusive;

150 steel underframe, steel frame superstructure, 40 ton capacity, double deck stock cars, inside length 40' 6", numbered 110150 to 110299, both inclusive.

350 all steel, wooden deck, 50 ton capacity, flat cars, length 45', numbered 600000 to 600349, both inclusive;

150 all steel, wooden deck, 50 ton capacity, flat cars, length 50', numbered 650000 to 650149, both inclusive;

171 all steel construction, 70 ton capacity, ore cars, inside length at top 20' 10½", numbered 75659 to 75999, odd numbers only, both inclusive;

12 Hudson Type 4-6-4, 45,822 lbs. tractive effort, passenger locomotives and tenders, Baker Valve Gears;

2 Hudson Type 4-6-4, 45,822 lbs. tractive effort, passenger locomotives and tenders, Caprotti Valve Gears;

1 Mountain Type 4-8-4, 60,000 lbs. tractive effort, passenger locomotive and tender, Caprotti Valve Gear;

2 Gas electric, 8 wheel, 2 unit, 80 ton switch locomotives;

2 Self-propelled steam mail and baggage cars, length over all 61' 4", 450 H. P. Power Plant.

(b) with such additional railroad equipment as shall be acquired for said trust and subjected to this Lease as hereinafter provided.

The estimated cost of the railroad equipment above specifically described in paragraph (a), when completed, is hereby certified by the Company to be not less than $11,175,431.31. In case the actual cost of said equipment specifically described shall not amount to at least said sum, then in addition to said equipment above specifically described there may be acquired by the Vendors and subjected to this Lease (subject, however, to the provisions of Section 5 of Article I of said Agreement) other new railroad equipment approved as to character by the Trustee of such cost that the aggregate cost of all the Trust Equipment will be at least $11,175,431.31, and the Trustee shall execute to the Company a supplemental lease thereof, describing the

same, upon and subject to the terms and conditions hereof and of said Agreement, and such additional equipment shall be part of the Trust Equipment, subject to all the terms and conditions hereof and of said Agreement in all respects as though it had been part of the original Trust Equipment herein described.

As and when the Trust Equipment shall from time to time be transferred and delivered to the Trustee under said Agreement and marked in accordance with the provisions of Article Fourth hereof, the same shall be delivered to the Company, and shall upon such delivery to the Company IPSO FACTO, and without further deed or lease or transfer, pass under and become subject to all the terms and provisions of this Lease, and be deemed a portion of the Trust Equipment leased by the Trustee to the Company hereunder in all respects as if the same had been so delivered simultaneously with the execution and delivery hereof.

And the Company, in consideration of the premises, by these presents covenants and agrees with the Trustee as follows:

FIRST. The Company hereby accepts (subject to the conditions mentioned in said Agreement) this Lease of all the Trust Equipment, and hereby covenants and agrees to accept delivery and possession hereunder of the Trust Equipment as hereinbefore provided; and the Company covenants and agrees to pay to the Trustee or its assigns (or in the case of taxes to the proper taxing authority) rent hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable:

(a) From time to time, as and when any of the Trust Equipment shall be delivered to the Company, amounts in cash at least equal to the difference between the cost of the Trust Equipment so delivered, as certified to the Trustee by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company, and the principal amount of Trust Certificates issuable in respect thereof as provided in Section 2 of Article I of said Agreement, provided that the aggregate of all amounts so paid to the Trustee shall never be less than twenty-five per cent. of the cost of all the Trust Equipment which shall then and theretofore have been delivered hereunder.

(b) The necessary and reasonable expenses of the trust, including all expenses connected with the Trust Equipment and this Lease thereof.

(c) Any and all taxes, assessments and other governmental charges upon the income or property of the trust, or the agreements evidencing the same, which the Trustee under said Agreement may be required to pay.

(d) The dividend warrants attached to the Trust Certificates when and as the same shall become payable and in the case of the issue of temporary Trust Certificates without dividend warrants, the dividends payable thereon.

(e) The principal of the Trust Certificates when and as the same shall become payable, whether by declaration or upon the respective dates of maturity thereof, to wit: $558,000 principal amount on June 1 in each year, from June 1, 1930, to June 1, 1944, both inclusive.

The Company shall not be required, however, to pay any tax, assessment or other governmental charge so long as the Company shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the judgment of the Trustee, the rights or interests of the Trustee or of the Trust Certificate holders may be materially endangered.

SECOND. This Lease shall continue in force until the rent so paid hereunder shall furnish moneys sufficient to meet, discharge and cancel all the interests in said The Chicago, Milwaukee, St.Paul and Pacific Railroad Equipment Trust, Series J, created in respect of the Trust Equipment, and the dividends thereon, as well as the other payments and charges aforesaid. At the termination of this Lease and after all such payments shall have been completed and fully made to the Trustee, the Trust Equipment hereby leased, whether the same shall be delivered to the Company simultaneously with or after the execution hereof, shall be assigned and transferred by the Trustee to the Company or its nominee or nominees, and shall be and become the absolute property of the Company or its nominee or nominees; provided, however, and it is agreed, that until then the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

THIRD. Upon the written request of the Company, stating that the use of any of the Trust Equipment is no longer required by the Company, the Trustee may, while the Company is not in default hereunder, execute and deliver a bill of sale assigning and transferring to the purchaser named by the Company the absolute title to any of the Trust Equipment; provided, however, that none of the Trust Equipment shall be so assigned or transferred, unless simultaneously the Trustee shall receive from said purchaser the agreed purchase price thereof and from the Company a sum in cash equal to the difference, if any, between said purchase price and the original cost (as previously certified pursuant to subdivision (d) of Section 5 of Article I of said Agreement), less an amount representing depreciation arising from reasonable wear and tear to be determined by the method at the time employed in standard railroad practice for determining such depreciation, as certified to the Trustee by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company, of the equipment so assigned and transferred. The sums so received by the Trustee from said purchaser and the Company shall be held by the Trustee for the equal and proportionate benefit of the holders of the Trust Certificates and dividend warrants, until such sums shall be paid out by the Trustee upon the written request of the Company for the purchase by the Trustee, from the manufacturers or owners, of new railroad rolling stock, free from liens, and upon the delivery of such new equipment to the Trustee accompanied by a bill or bills of sale, an opinion of counsel (who may be counsel to the Company) and a certificate as to delivery and cost in like manner as is provided in Section 5 of Article I of said Agreement. The Company will pay as rental for the Trust Equipment any additional moneys necessary to be paid to the manufacturers of such new railroad rolling stock if the cost thereof exceeds sums then in the hands of the Trustee to be applied on account thereof. Any new equipment so acquired and substituted shall be marked in accordance with the provisions of Article Fourth hereof and immediately upon being so marked shall be part of the Trust Equipment, subject

to all of the terms and conditions hereof and of said Agreement in all respects as though it had been part of the original Trust Equipment herein described and the Company and the Trustee shall execute a supplemental lease thereof, describing the same, upon and subject to all the terms and conditions hereof. The term "Trust Equipment", wherever used herein, unless otherwise indicated by the context, is intended to include any new equipment so acquired or otherwise subjected to this Lease or required or intended so to be.

FOURTH. At or before the delivery to the Company of each unit of the Trust Equipment, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each thereof a metal plate bearing the following words, with appropriate changes thereof or additions thereto as from time to time may be required by law in order to protect the interest of the Trustee, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of each thereof, in either case in letters not less than one-half inch in size:

"The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series J. The Penna. Co. for Ins. on Lives and Gtng. Ann., Trustee, Owner and Lessor."

Such plate or marks shall be such as to be readily visible and as to indicate plainly the Trustee's ownership of said equipment. In case, during the continuance of this Lease, any of such plates or marks shall at any time be removed, defaced or destroyed, the Company will immediately cause the same to be restored or replaced. The Company will not change, or permit to be changed, the numbers upon equipment covered by this Lease (nor any numbers which may be substituted as herein provided), except in accordance with a statement of new numbers to be substituted therefor, which shall previously have been filed with the Trustee by the Company.

The Trust Equipment may be lettered, "Chicago, Milwaukee, St. Paul and Pacific Railroad Company", "St. Paul", "Milwaukee", "C. M. St.P. & P. RR. Co.", or in some other appropriate manner, for convenience of identification of the leasehold interest of the Company, its successor or successors therein, but the Company, during the continuance of this Lease, will not allow the name of any person, association or corporation to be placed on any of the Trust Equipment as a designation which might be interpreted as a claim of ownership thereof by the Company or by any person, association, or corporation other than the Trustee.

FIFTH. (a) The Company, during the continuance of this Lease, will maintain and keep all of the Trust Equipment in good order and repair, at its own proper cost and charge, and will replace, at its own cost, any of the Trust Equipment that may be worn out, lost or destroyed, by new railroad rolling stock of a value at least equal to the then book value of the equipment so worn out, lost or destroyed. The title to all rolling stock procured for such replacement shall be taken in the name of the Trustee, free from liens, and such rolling stock shall be marked in accordance with the provisions of Article Fourth hereof. At the time of every such replacement the Company shall deliver to the Trustee a certificate of the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company stating the then book value of the Trust Equipment so worn out, lost or destroyed and the cost of such new equipment. In addition the Company shall furnish the Trustee with a bill of sale of such new equipment from the manufacturers or owners to the Trustee and a certificate as to delivery in like manner as provided in Section 5 of Article I of the Agreement, together with an opinion of counsel satisfactory to the

Trustee (who may be counsel to the Company) that such bill or bills of sale are valid and effective, either alone or in connection with any other instruments executed in connection therewith, to vest in the Trustee, free from all liens and encumbrances, the title so transferred to the Trustee.

Thereupon, such new equipment shall be deemed part of the Trust Equipment, subject to all the terms and conditions hereof and of said Agreement, as though it had been originally a part of the Trust Equipment; but the Trustee and the Company shall execute a supplemental lease thereof, describing the same, upon and subject to all of the terms and conditions hereof.

(b) The Company will furnish to the Trustee, whenever required by the Trustee, and at least once in every year during the continuance of this Lease, an accurate statement of the amount, description and numbers of the Trust Equipment then covered hereby, and the amount, description and numbers of all that may have been worn out, lost or destroyed by accident or otherwise, the number of units repaired during the previous year, and the number of units then undergoing repairs and in the shops for repairs. Together with said statement the Company shall also furnish to the Trustee a statement signed by its Superintendent of Motive Power, stating that in the case of all of the Trust Equipment repainted during the preceding year, the mark required by Article Fourth hereof has been preserved, or that the same when repainted has been again marked as required by said Article. And the Trustee shall have the right, by its agents, to inspect the Trust Equipment once in every year during the continuance of this Lease.

(c) The Company will indemnify and protect the Trustee in the use of any and all patented inventions employed in and about the Trust Equipment and comply in all respects with the laws of the United States and of all the states in which the Trust Equipment or any thereof may be operated and with all lawful acts, rules, regulations and orders of the Interstate Commerce Commission and of all other commissions, boards and other legislative, executive or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; provided, however, that the Company may in good faith contest the validity of any such act, rule, regulation or order or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not, in the judgment of the Trustee, materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates.

SIXTH. The Company, so long as it shall not be in default under this Lease, shall be entitled to the possession of the Trust Equipment and the use thereof upon the lines of railroad owned or operated by it or over which it has trackage rights, and upon connecting and other railroads in the usual interchange of traffic, from and after the delivery of the Trust Equipment by the Trustee to the Company, but only upon and subject to all the terms and conditions of this Lease.

The Company will not either assign or transfer this Lease, or transfer or sublet the Trust Equipment or any part thereof, without the written consent of the Trustee first had and obtained; and the Company shall not, without such written consent, except as hereinbefore provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equipment. A transfer through insolvency or under judicial process shall be deemed a breach of this covenant, except where the transfer is to a new railroad company which shall acquire all or substantially all of

the lines of railroad of the Company, and which shall assume and agree to perform each and all of the obligations and covenants of the Company hereunder and under said Agreement and under said guaranty, but the appointment of a temporary receiver or receivers for the Company shall not be deemed such a breach.

The Trustee shall have the right to declare this Lease terminated in case of any unauthorized assignment or transfer of this Lease or transfer or sublease of the Trust Equipment. The election of the Trustee to terminate this Lease under this clause shall have the same effect as the retaking of the Trust Equipment by the Trustee as hereinafter provided.

SEVENTH. In case the Company

(1) shall make default in the payment of any part of said rent and such default shall continue for more than thirty days after the same shall become due and payable, or

(2) shall make or suffer any unauthorized assignment or transfer of its rights or interest in, or any unauthorized sublease of, the Trust Equipment, or any part thereof, and shall fail or refuse either to cause such assignment or transfer or sublease to be cancelled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within thirty days after the Trustee shall have demanded in writing such cancellation and recovery of possession, or within said thirty days to deposit with the Trustee a sum in cash equal to the original cost of the Trust Equipment so assigned or transferred or subleased as certified to the Trustee by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company (any sum so deposited to be returned to the Company upon the cancellation of such assignment, transfer or sublease and the recovery of possession by the Company of such Trust Equipment in good condition, subject to ordinary usage), or

(3) shall for more than ninety days after the Trustee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and covenants herein or in said Agreement on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance,

then, in any such case (herein and in said Agreement sometimes called events of default), the Trustee at its option may, and on the request of the holders of a majority in amount of the then outstanding Trust Certificates shall, by its agents, enter upon the railroads and premises of the Company and take possession of all or any part of the Trust Equipment, and withdraw the same from said railroads and premises, retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid per diem, mileage or other charges of any kind earned by the Trust Equipment or any thereof, and may lease the Trust Equipment or any thereof, or sell the same or any thereof, so far as may be necessary to perform and fulfill the trusts under said Agreement, at public or private sale, for cash or upon credit or partly for cash and partly on credit, in its discretion, and otherwise proceed to enforce its rights and the rights of the owners of interests under said Agreement and under this Lease in the manner therein and herein provided; and upon such taking possession or withdrawal or lease or sale of the Trust Equipment, the Company shall cease to have any rights or remedies in respect of the Trust Equipment under this Lease, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company; and no payments there-

tofore made by the Company for the rent or use of the Trust Equipment, or any of it, shall, in case of the happening of any such event of default and such taking possession, withdrawal, lease or sale by the Trustee, give to the Company any legal or equitable interest or title in or to the Trust Equipment, or any of it, or any cause or right of action, at law or in equity, in respect of the Trust Equipment against the Trustee or the owners of interests in said The Chicago, Milwaukee, St.Paul and Pacific Railroad Equipment Trust, Series J, and such taking possession or withdrawal or lease or sale of the Trust Equipment by the Trustee shall not be a bar to the recovery by the Trustee from the Company for rentals then or thereafter due and payable, and the Company shall be and remain liable for the same, until such sum shall have been realized as with the proceeds of the lease or sale of the Trust Equipment shall be sufficient for the discharge and payment in full of all the various items mentioned in subdivision (a), (b), (c), (d) and (e) of Article First hereof, whether they shall have been matured or not.

In case the Trustee shall rightfully demand possession of the Trust Equipment in pursuance of this Lease, and shall reasonably designate a point or points upon the lines of railroad of the Company, or upon the railroad of any company a majority of whose capital stock is at the time directly or indirectly owned by the Company, for the delivery of the Trust Equipment to it, the Company will, at its own expense, forthwith and in the usual manner and at usual speed, cause the Trust Equipment to be drawn to such point or points on said railroads as shall be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee or at the option of the Trustee it may keep the Trust Equipment on any of the lines of railroad or premises of the Company until the Trustee shall have leased, sold or otherwise have disposed of the same, and for such purpose the Company agrees to furnish without charge for rent or storage the necessary tracks at any convenient point or points selected by the Trustee. The performance of the foregoing covenants is of the essence of the contract and upon application to any court of equity having jurisdiction in the premises the Trustee shall be entitled to a decree against the Company, requiring the specific performance thereof.

The remedies in this Lease and in said Agreement provided in favor of the Trustee and the holders of Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law, or in equity.

EIGHTH. This Lease shall be simultaneously executed in several counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. The Pennsylvania Company for Insurances on Lives and Granting Annuities, Trustee, doth hereby constitute and appoint C. P. Lineaweaver to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Lease, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

Chicago, Milwaukee, St.Paul and Pacific Railroad Company doth hereby constitute and appoint R. J. Marony to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Lease, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

THE PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES
AND GRANTING ANNUITIES,
Trustee,

By
C. P. Lineaweaver
Vice-President.

CORPORATE SEAL

Attest:
H. E. Righter
Assistant Secretary.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,
By
R. J. Marony,
Vice-President.

CORPORATE SEAL

Attest:
J. Welch,
Assistant Secretary.

Signed, sealed and delivered by both
parties in the presence of:
F. Tansey
Theo. M. Spelmar

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.:

I, John F. Butler, 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 third day of June, 1929, 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, the within named C. P. Lineaweaver and H. E. Righter, each to me personally known and known to me to be, respectively, a Vice-President and an Assistant Secretary of The Pennsylvania Company for Insurances on Lives and Granting Annuities, 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 Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said C. P. Lineaweaver and, H. E. Righter, 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 said C. P. Lineaweaver resides in Haverford, in the State of Pennsylvania, and that said H. E. Righter resides in Philadelphia, in the

State of Pennsylvania; that said C. P. Lineaweaver is a Vice-President and said H. E. Righter is an Assistant Secretary of The Pennsylvania Company for Insurances on Lives and Granting Annuities, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said C. P. Lineaweaver, Vice-President, and H. E. Righter, Assistant Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered 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 that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared C. P. Lineaweaver, named in the foregoing instrument attorney for The Pennsylvania Company for Insurances on Lives and Granting Annuities, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said The Pennsylvania Company for Insurances on Lives and Granting Annuities.

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.

My commission as such Notary Public expires March 30, 1931.

John F. Butler

Notary Public in and for the State of

New York, County of New York.

NOTARIAL SEAL

John F. Butler

Notary Public, Bronx County
Bronx Co. Clerk's No. 241, Reg. No.3149B
N. Y. Co. Clerk's No.1169, Reg. No. 1B817
Kings Co. Clerk's No. 137, Reg. No. 1499
Queens Co. Clerk's No.1066, Reg. No. 8051
Certificate also filed in Westchester.
Richmond and Nassau counties.
Commission expires March 30, 1931.

STATE OF NEW YORK,)
ss.:
County of New York,)

I, John F. Butler, 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 third day of June, 1929, 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, the within named R. J. Marony and J. Welch, each to me personally known and known to me to be, respectively, a Vice-President and an Assistant Secretary of Chicago, Milwaukee, St.Paul and Pacific 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 Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. J. Marony and J. Welch, 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 said R. J. Marony resides in New York City, in the State of New York, and that said J. Welch resides in Brooklyn, in the State of New York; that said R. J. Marony is a Vice-President and said J. Welch is an Assistant Secretary of Chicago, Milwaukee, St.Paul and Pacific Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they said R. J. Marony, Vice-President, and J. Welch, Assistant Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as a Vice-President and an Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered 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 said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared R. J. Marony, named in the foregoing instrument attorney for Chicago, Milwaukee, St.Paul and Pacific Railroad Company, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

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.

My commission as such Notary Public expires March 30, 1931.

JOHN F. BUTLER

Notary Public in and for the State of New York,

County of New York.

NOTARIAL SEAL

John F. Butler
Notary Public, Bronx County
Bronx Co. Clerk's No. 241, Reg. No.3149B
N. Y. Co. Clerk's No.1169, Reg. No. 1B817
Kings Co. Clerk's No. 137, Reg. No. 1499
Queens Co. Clerk's No.1066, Reg. No. 8051
Certificate also filed in Westchester,
Richmond and Nassau Counties,
Commission expires March 30, 1931.

THIS AGREEMENT, dated June 1, 1929, by and between ANDREW S. HANNUM and HARRY WELLS (hereinafter called the Vendors), of the first part, THE PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES (hereinafter called the Trustee), of the second part, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (hereinafter called the Company), of the third part, WITNESSETH as follows:

WHEREAS, the Vendors have contracted to acquire the railroad equipment specifically described in the Lease from the Trustee to the Company prefixed to this Agreement, to which Lease reference is hereby made; and

WHEREAS, subscriptions have been or are being secured to the amount of $8,370,000 to a fund to be known as The Chicago, Milwaukee, St.Paul and Pacific Railroad Equipment Trust, Series J, which said fund is to be furnished to the Vendors to be applied by them in part payment of the purchase price of said railroad equipment so to be acquired by them; and

WHEREAS, said Vendors desire to secure to the parties subscribing to said fund, or their assigns, the payment of the amount thereof in fifteen annual instalments, payable, respectively, on June 1 in each year, from June 1, 1930, to June 1, 1944, both inclusive, as hereinafter more particularly provided, with dividends to said dates of maturity, respectively, at the rate of five per cent. per annum from June 1, 1929, payable semi-annually on June 1 and December 1 in each year; and to evidence the rights of the subscribers to said fund by Trust Certificates in substantially the form hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I.

SECTION 1. The Vendors hereby agree to sell, assign, transfer and set over or cause to be sold, assigned, transferred and set over unto the Trustee, as trustee for the holders of the Trust Certificates, the railroad equipment described or referred to in said Lease, hereinafter called the Trust Equipment. The Vendors will deliver or cause to be delivered the Trust Equipment to the person or persons designated by the Trustee as its agent or agents to receive such delivery, who may be any one or more of the officers or agents of the Company, and the certificate of any and every agent so designated shall be conclusive evidence of such delivery. The Trustee and the Company shall simultaneously with the execution of this Agreement execute and deliver said Lease of all the Trust Equipment.

SECTION 2. Upon the transfer and delivery to the Trustee of any of the Trust Equipment it shall, subject to the provisions of Section 5 of this Article I, issue to the Vendors, or upon their order, for distribution to the several subscribers to said The Chicago, Milwaukee, St.Paul and Pacific Railroad Equipment Trust, Series J, certificates to be known as Chicago, Milwaukee, St.Paul and Pacific Railroad Equipment Trust Certificates, Series J, herein called the Trust Certificates, of such maturity or maturities as shall be designated in such order, to a principal amount equal to seventy-five per cent. of the cost of the Trust Equipment so transferred and delivered to it, or to the greatest multiple of $1,000 contained therein, and make payment to the Vendors, or upon their order, in cash, of the remainder of said cost, out of the instalment of rental payable upon such delivery pursuant to subdivision (a) of Article First of said Lease. Any amount by which seventy-five per cent. of the cost of such Trust Equipment shall exceed the greatest multiple of $1,000 contained therein shall be adjusted upon the delivery of the next lot of Trust Equipment hereunder.

SECTION 3. In lieu of executing and delivering Trust Certificates against the delivery of Trust Equipment, as in Section 2 of this Article I provided, the Trustee shall at any time, or from time to time, upon request of the Vendors, execute and deliver to the Vendors, or upon their order, for distribution to said several subscribers, Trust Certificates of such maturity or maturities as shall be designated in such request, upon the deposit in cash with the Trustee, or to its credit with such banks or bankers in the City of New York as may be designated by the Vendors and approved by the Chairman of the Board of Directors or the President or a Vice-President of the Company, and also

approved by a Vice-President or the Secretary of the Trustee, of said fund, or a part thereof equal to the principal amount of the Trust Certificates the execution and delivery of which shall be so requested. The Trustee may likewise cause to be deposited with such banks or bankers the instalments of rental payable to it on each delivery of Trust Equipment pursuant to subdivision (a) of Article First of said Lease and any sums received by it pursuant to Article Third of said Lease.

Any interest allowed by the Trustee or said banks or bankers upon any moneys so deposited shall belong to the Company, and be paid to it by or upon the order of the Trustee, so long as it shall not be in default hereunder or under said Lease. The certificates of the banks or bankers so designated, stating that they hold a stated amount subject to the order of the Trustee, shall be full protection to the Trustee for its action on the faith thereof. Said banks or bankers shall be fully protected in paying said moneys so deposited with them, and any such interest, to or upon the order of the Trustee, and shall be under no obligation to see to the application thereof in accordance with the provisions of this Agreement.

As to such Trust Certificates so issued against deposits of cash, the Company will pay to the Trustee all moneys which it would be required by subdivisions (b), (c), (d) and (e) of Article First of 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 amount of Trust Equipment actually delivered to the Trustee and leased by it to the Company, and such moneys so paid shall be treated and used in all respects as though they were rentals received under said Lease.

SECTION 4. The cash deposited with or to the credit of the Trustee constituting said fund, or a part thereof, as in Section 3 of this Article I provided, (hereinafter called the Deposited Cash), and any instalments of rental payable on delivery of Trust Equipment pursuant to subdivision (a) of Article First of said Lease, and any sums received by the Trustee pursuant to Article Third of said Lease, shall, until paid out by the Trustee as herein provided, be held for the benefit of the holders of the Trust Certificates. Whenever from time to time any of the Trust Equipment shall thereafter be transferred and delivered to the Trustee, the Trustee shall, if requested so to do in lieu of the issue of Trust Certificates, subject to the provisions of Section 5 of this Article I, pay to the Vendors, or upon their order, out of the Deposited Cash, an amount not exceeding seventy-five per cent. of the cost of the Trust Equipment so transferred and delivered to it, and shall make payment of the remainder thereof out of the instalment of rental payable on such delivery pursuant to subdivision (a) of Article First of said Lease.

SECTION 5. The Trustee may issue Trust Certificates against the deposit of cash as provided in Section 3 of this Article I, but otherwise shall not issue any Trust Certificates or pay out any Deposited Cash as provided by Section 4 of this Article I, 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 stating that Trust Equipment specified by numbers 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 such Trust Equipment from the manufacturers or owners to the Trustee containing or accompanied by a warranty or guaranty by the manufacturers or owners satisfactory to the Trustee that the title to such Trust Equipment

is thereby validly vested in the Trustee, free from all liens and encumbrances;

(c) an opinion of counsel satisfactory to the Trustee (who may be counsel to the Company) that such bill or bills of sale are valid and effective, either alone or in connection with any other instruments executed in connection therewith, to vest in the Trustee, free from all liens and encumbrances, the title so transferred to the Trustee; and

(d) a certificate as to the cost of such Trust Equipment signed by the Chairman of the Board of Directors or the President or a Vice-President or the Comptroller of the Company, which certificate may state either that the cost of such Trust Equipment is an amount therein specified or that the cost of such Trust Equipment is not less than an amount therein specified, and such certificate shall be conclusive evidence of such cost.

SECTION 6. The provisions ~~of the provisions~~ of the preceding sections of this Article I are intended to permit (upon compliance with the conditions and requirements thereof) deliveries from time to time of portions of the Trust Equipment listed in any one item of the description thereof contained in the aforesaid Lease, and the issuance of Trust Certificates or payment out of the Deposited Cash or out of the instalment of rental payable on such delivery pursuant to subdivision (a) of Article First of said Lease, as against such deliveries; and shall not be construed as requiring ~~all~~ deliveries of all of the equipment listed in any one item of such description as a condition to such issuance or payment.

SECTION 7. Anything in this Agreement contained to the contrary notwithstanding, the aggregate principal amount of the Trust Certificates which shall be executed and delivered by the Trustee under this Agreement shall not exceed the sum of $8,370,000 at any one time outstanding (subject, however, to the provisions of Section 6 of Article II hereof).

ARTICLE II.

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 amount at the rate of five per cent. per annum from June 1, 1929, payable semi-annually on the first day of June and of December in each year. $558,000, principal amount, of the Trust Certificates shall become due and payable on June 1 in each year from 1930 to 1944, both inclusive.

The due date of each Trust Certificate shall appear upon its face. The Trust Certificates shall be numbered from 1 consecutively upward to 8370, both inclusive.

Dividend warrants evidencing the right of the holders of the Trust Certificates to the dividends thereon, shall be annexed to the respective Trust Certificates. All dividends on the respective Trust Certificate shall cease after the principal thereof shall have become due.

SECTION 2. The Trust Certificates, the dividend warrants to be annexed thereto, and the guaranty to be endorsed thereon by the Company as hereinafter in Article III provided, shall be in substantially the following forms:

[FORM OF TRUST CERTIFICATE]

$1,000 No.

THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD EQUIPMENT TRUST

Series J.

SERIES LIMITED TO $8,370,000.

Dividend Rate Five Per Cent. per annum, Payable June 1 and December 1.

The Pennsylvania Company for Insurances on Lives and Granting Annuities,
Philadelphia, Pa., Trustee.

DUE JUNE 1, 19 .

The Pennsylvania Company for Insurances on Lives and Granting Annuities, Trustee under an Agreement dated June 1, 1929, between Andrew S. Hannum and Harry Wells, Vendors, of the first part, The Pennsylvania Company for Insurances on Lives and Granting Annuities, Trustee, of the second part, and Chicago, Milwaukee, St.Paul and Pacific Railroad Company, of the third part, hereby certifies that the bearer, or, if this certificate be registered, the registered owner hereof, is entitled to an interest of One Thousand Dollars in The Chicago, Milwaukee, St. Paul and Pacific Railroad Equipment Trust, Series J, payable on June 1, 19 , and to dividends thereon at the rate of five per cent. per annum from June 1, 1929, to said date of maturity, payable semi-annually on June 1 and December 1 in each year, but only upon presentation and surrender, as they severally mature, of the dividend warrants annexed hereto, both principal and dividends being payable at the agency of the Trustee in the Borough of Manhattan, in the City of New York, in gold coin of the United States of America, of or equal to the standard of weight and fineness existing June 1, 1929, but only from and out of rentals received from a certain Lease of railroad equipment made by The Pennsylvania Company for Insurances on Lives and Granting Annuities, Trustee, to Chicago, Milwaukee, St.Paul and Pacific Railroad Company, dated June 1, 1929.

This certificate is one of an issue of 8370 certificates for $1,000 each, similar except as to dates of maturity, all issued or to be issued under said Agreement, under which said railroad equipment (or deposited cash in lieu thereof as provided in said Agreement) and said Lease thereof are held by the Trustee in trust for the equal benefit of the holders of the interests represented by said certificates, to which Agreement and Lease, filed with the Trustee at its office in the City of Philadelphia, Commonwealth of Pennsylvania, reference is made for a more complete statement of the rights of the holder hereof thereunder.

This certificate may be registered at the agency of the Trustee in the Borough of Manhattan, in the City of New York, in the name of the holder hereof, and such registration noted hereon by or on behalf of the Trustee. Thereafter title to the interest represented by the certificate shall pass only by transfer registered at said agency unless and until a transfer to bearer shall have been similarly registered and noted hereon. Such registration shall apply only to the principal of this

certificate and not to the dividend warrants annexed hereto, which shall continue to be payable to bearer. Unless so registered, every holder hereof by accepting this certificate agrees that for all purposes the bearer hereof shall be treated as the absolute owner hereof.

In case of default in the performance or observance of any of the covenants of Chicago, Milwaukee, St.Paul and Pacific Railroad Company in said Agreement or Lease contained, the principal amount represented by this certificate may become or be declared due and payable in the manner and with the effect therein provided.

IN WITNESS WHEREOF, the Trustee has caused this certificate to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and dividend warrants bearing the facsimile signature of its Treasurer to be attached hereto, as of June 1, 1929.

THE PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES
AND GRANTING ANNUITIES,

Trustee,

by

Vice-President.

Attest:

Assistant Secretary.

[FORM OF DIVIDEND WARRANT]

$25.00 No.

Due to the bearer hereof on 1, 19 , on surrender hereof at the agency of the undersigned Trustee in the Borough of Manhattan, in the City of New York, Twenty-five Dollars in gold coin of the United States of America of or equal to the standard of weight and fineness existing June 1, 1929, being the semi-annual dividend then due on Chicago, Milwaukee, St.Paul and Pacific Railroad Equipment Trust Certificate, Series J, No. , payable only out of rentals under the Lease referred to in said certificate.

THE PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES
AND GRANTING ANNUITIES,

by

Treasurer.

[FORM OF GUARANTY]

Chicago, Milwaukee, St.Paul and Pacific Railroad Company, for a valuable consideration, hereby unconditionally guarantees to the holder or registered owner of the within certificate the prompt payment of One Thousand Dollars in gold coin of the United States of America of or equal to the standard of weight and fineness existing June 1, 1929, being the principal of said certificate, on the date specified in said certificate, or at the earlier maturity thereof by declaration or otherwise, and of dividends thereon at the rate of five per cent. per annum in like gold coin on the semi-annual dates mentioned in said certificate and in the dividend warrants thereunto attached.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

by

Vice-President.

SECTION 3. The Trust Certificates shall be signed in the name and on behalf of the Trustee by its President or one of its Vice-Presidents, and its corporate seal shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries. In case any of the officers of the Trustee who shall have signed and sealed any of the Trust Certificates shall cease to be such officers of the Trustee before the Trust Certificates so signed and sealed shall have been issued and delivered by the Trustee, such Trust Certificates shall be adopted by the Trustee and be issued and delivered as though the persons who signed and sealed such Trust Certificates had not ceased to be such officers of the Trustee. The dividend warrants to be thereunto attached shall be authenticated by the facsimile signature of the present or any future Treasurer of the Trustee; the Trustee shall adopt and use for that purpose any such facsimile signature notwithstanding the fact that such Treasurer shall have ceased to be such Treasurer at the time when any such Trust Certificate shall be issued and delivered as herein provided. Before executing or delivering any Trust Certificates all matured dividend warrants thereto appertaining shall be cut off and cancelled and delivered by the Trustee to the Company.

SECTION 4. Temporary printed Trust Certificates, with or without dividend warrants in such form and denominations as the Trustee may determine, may be issued by the Trustee, having endorsed thereon said guaranty of the Company, which shall be exchangeable upon surrender for definitive Trust Certificates, having endorsed thereon said guaranty of the Company, when the same shall have been prepared. Each of such temporary Trust Certificates shall designate the date or dates of maturity of the definitive Trust Certificate or Certificates for which it is exchangeable, and until such exchange said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates, including the guaranty of payment by the Company.

SECTION 5. The Trust Certificates shall be negotiable and shall pass by delivery unless registered as to principal as hereinafter provided. Unless so registered every holder of a Trust Certificate, by accepting such certificate, agrees that for all purposes the holder thereof shall be treated as the absolute owner thereof.

Any of the definitive Trust Certificates may be registered in the name of the holder at the agency of the Trustee in the Borough of Manhattan, in the City of New York, and such registration shall be noted thereon by or on behalf of the Trustee. Thereafter no transfer thereof shall be valid unless made at said agency by the registered owner thereof, in person or by his duly authorized attorney, and similarly noted; but the same may be discharged from registration by being in like manner transferred to bearer and thereafter transferability by delivery shall be restored; and such Trust Certificates may again and from time to time be registered or transferred to bearer as before.

Such registration, however, shall not affect the dividend warrants, but every such dividend warrant shall continue to be transferable by delivery merely and shall remain payable to bearer.

Anything to the contrary herein notwithstanding, the parties hereto may deem and treat the bearer of any unregistered Trust Certificate and the bearer of any dividend

warrant, as the absolute owner of such Trust Certificate or dividend warrant, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and shall not be affected by any notice to the contrary. The parties hereto may deem and treat the registered owner of any registered Trust Certificate as the absolute owner of such Trust Certificate for all purposes except payment of dividends, and shall not be affected by any notice to the contrary.

For any registration, transfer or discharge from registration, the Trustee at its option may, and if so requested by the Company shall, require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge connected therewith.

SECTION 6. In case any Trust Certificate, or the dividend warrants thereto attached, shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate (and the Company at the request of the Trustee shall execute its guaranty thereon), with all unmatured dividend warrants appertaining thereto, of like maturity, tenor and date, and bearing the same serial number as the one mutilated, defaced, lost, destroyed or stolen, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate and warrants, or in lieu of and substitution for the same if lost, destroyed or stolen, and make payment of any matured dividend warrants appertaining to the same. The applicant for a new Trust Certificate shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, destruction or theft of such Trust Certificate or warrants alleged to have been lost, destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Trust Certificate and warrants, and also such security or indemnity as may be required by the Trustee and by the Company in their discretion; and shall pay all expenses and charges of such substitution or exchange. All Trust Certificates are held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or stolen Trust Certificates and warrants and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

ARTICLE III.

SECTION 1. The Company hereby accepts and becomes bound by all the terms of this Agreement, and hereby covenants and agrees to make payment of the reasonable expenses of the Trustee, and of any and all taxes, assessments and other governmental charges herein mentioned for which the Trustee may be liable.

SECTION 2. The Company covenants, agrees and guarantees that the holder or registered owner of each of the Trust Certificates shall receive the sum of One Thousand Dollars, or, in the case of temporary certificates, the principal amount therein expressed to be payable, in gold coin of the United States of America of or equal to the standard of weight and fineness existing June 1, 1929, on the date specified in such certificate or on the earlier maturity thereof by declaration or otherwise, and shall receive dividends thereon in like gold coin at the rate of five per cent. per annum, from June 1, 1929, to the date of maturity of such certificate, at the times and place and otherwise as expressed in the Trust Certificates and in the dividend warrants thereto attached; and the Company further covenants and agrees to endorse upon each of the Trust Certificates, at or before the issue and delivery thereof by the Trustee,

its guaranty of the prompt payment of the principal thereof and of the dividends thereon, in substantially the form in Section 2 of Article II hereof provided. Said guaranty so endorsed shall be signed in the name and on behalf of the Company by its Chairman of the Board of Directors or its President or one of its Vice-Presidents. In case any of the officers of the Company who shall have signed such guaranty shall cease to be such officers of the Company before the Trust Certificates shall have been actually issued and delivered by the Trustee, such guaranty shall nevertheless by as effective and binding upon the Company as though the persons who signed such guaranty had not ceased to be such officers of the Company.

SECTION 3. The Company covenants and agrees that it will pay or cause to be paid or discharged, or make adequate provision for the satisfaction or discharge of, any claim which, if unpaid, might become a lien or charge upon or against any of the Trust Equipment, except upon the leasehold interest of the Company therein; but this provision shall not require the payment of any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, unless thereby, in the judgment of the Trustee, the rights or interests of the holders of Trust Certificates may be materially endangered.

SECTION 4. The Company covenants and agrees to pay the expenses incident to the preparation and execution of the Trust Certificates and dividend warrants, including any temporary Trust Certificates to be issued hereunder, and the expenses connected with the preparation, execution, recording, registration and filing hereof or of said Lease and of any instruments executed under the provisions hereof or of said Lease in respect of the Trust Equipment or Lease, or any equipment or parts used to replace any of the same. The Company with all convenient speed will cause this Agreement and said Lease and all supplemental leases and agreements which may be executed under the terms of this Agreement or of said Lease, to be duly filed and recorded in all states wherein are situated railroad lines owned or operated by the Company or over which the Company has trackage rights and in all states where any of the Trust Equipment shall be delivered and otherwise as may be required by law, so that this Agreement and said Lease and all said other instruments may at all times be duly filed and recorded.

SECTION 5. The Company covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and said Lease and the intent thereof.

ARTICLE IV.

SECTION 1. In order to prevent any accumulation of Trust Certificates or of dividend warrants after maturity, neither the Trustee nor the Company shall directly or indirectly extend or assent to the extension of the time for the payment of any Trust Certificate or dividend warrant, but the same shall be paid and cancelled at maturity, and no Trust Certificate or dividend warrant in substitution therefor shall be issued; and neither the Trustee nor the Company shall directly or indirectly be a party to or approve of any arrangement for purchasing or funding any of said Trust Certificates or dividend warrants, or for an advance or loan upon the same, at or after maturity. In case the time for payment of any Trust Certificate or dividend warrant shall be so extended, whether or not such extension be by or with the consent of the Trustee or the

Company, or in case, at or after maturity, any Trust Certificates or dividend warrants shall be purchased or funded, or an advance or loan upon the same shall be made, by or on behalf of the Trustee or the Company or pursuant to any arrangement requested or approved by either of them or to which either of them shall be a party or made with the privity of the Trustee or the Company, such Trust Certificates and dividend warrants shall not be entitled to the benefit of said Lease or of this Agreement, except subject to the prior payment in full of the principal of all other Trust Certificates and dividend warrants whether the same be then matured or unmatured.

SECTION 2. In case one or more of the events of default described in Article Seventh of said Lease shall happen, the Trustee in its discretion may, and at the request of the holders of a majority in principal amount of the Trust Certificates then outstanding shall, declare the principal of all of said Trust Certificates to be due and payable, and thereupon the same shall become and be immediately due and payable. In any such case the Trustee may retake possession of the Trust Equipment or any part thereof and may either hold or lease the same or any part thereof, or dispose of the same or any part thereof in such manner (so far as may be necessary to perform the trusts hereunder) at public or private sale, for cash or upon credit, or partly for cash and partly upon credit, as the Trustee may deem most beneficial to the interest of the holders of said Trust Certificates. In case one or more of said events of default shall happen (whether the principal of the Trust Certificates shall have been declared due and payable or not), thenupon the written request of the holders of not less than twenty-five per cent. in principal amount of the Trust Certificates at the time outstanding, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all steps for the protection and enforcement of its rights and the rights of the holders of the Trust Certificates, and to exercise one or more of the powers of entry, sale and lease in said Lease conferred, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee being advised by counsel shall deem most expedient in the interest of the holders of the Trust Certificates; but, anything in this Agreement to the contrary notwithstanding, upon proper indemnity to the Trustee, the holders of a majority in amount of the Trust Certificates then outstanding, from time to time, shall have the right to direct and to control the proceedings for any enforcement of said Lease and this Agreement and the sale or lease of the Trust Equipment. The proceeds of such lease or sale shall be applied by the Trustee to the payment, after deducting the expenses of the trust and any and all taxes, assessments and other governmental charges which the Trustee may by law be required to pay in respect of the trust or the Trust Certificates aforesaid or the dividends thereon:

(1) of the dividend warrants then due with interest on any overdue dividends at the rate of five per cent. per annum; and

(2) of the principal of all said outstanding Trust Certificates with interest thereon at the rate of five per cent. per annum from the last preceding dividend date, whether said Certificates or any of them shall then have matured by their terms or not;

all of said payments to be in full, if said proceeds shall be sufficient, and if not, then PRO RATA, without preference of principal over dividends, or of dividends over principal, or otherwise (subject, however, to Section 1 of this Article IV), and without regard to the dates of maturity thereof.

The foregoing provisions, however, are subject to the condition that if at any time after the principal of the Trust Certificates shall have been declared and have become due and payable, as hereinbefore provided, but before June 1, 1944, all arrears of rental (with interest upon any overdue instalment at the rate of five per cent. per annum), the expenses of the Trustee and all other sums which shall have become due and payable by the Company hereunder or under said Lease (other than the principal of Trust Certificates and rental instalments which shall not at the time have matured according to their terms), shall be paid by the Company before any taking possession, withdrawal, sale or lease by the Trustee of any of the Trust Equipment, and every other default in the observance or performance of any covenant or condition of this Agreement or said Lease shall be made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the Trustee, if so requested by the holders of a majority in principal amount of the Trust Certificates then outstanding and which shall not have then matured according to their terms, shall, by written notice to the Company, waive the default by reason of which the principal of the Trust Certificates shall have been declared and become due and the consequences of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Neither such retaking possession nor any withdrawal or lease or sale of the Trust Equipment by the Trustee, nor any action or failure or omission to act against the Company or in respect to the Trust Equipment, on the part of the Trustee or on the part of any holder of any Trust Certificate or dividend warrant, or any delay or indulgence granted to the Company by the Trustee or any such holder, shall affect the obligations of the Company under this Agreement or under said Lease or under its guaranty. The Company waives presentation and demand in respect to any of the Trust Certificates and dividend warrants and waives notice of presentation, of demand and of any default in the payment of the principal of, or dividends upon the Trust Certificates.

ARTICLE V.

SECTION 1. The Trustee hereby covenants and agrees to perform, and, so far as possible, to enforce the performance of, all and singular the terms, conditions and covenants of said Lease, including the marking of the Trust Equipment.

SECTION 2. The Trustee covenants and agrees to apply and distribute the rentals received by it under subdivision (b), (c), (d) and (e) of Article First of said Lease, when and as the same shall be received, for the following purposes, to wit:

(a) to the payment of the necessary and reasonable expenses of the trust including all expenses connected with the Trust Equipment and said Lease thereof;

(b) to the payment of any and all taxes, assessments and other governmental charges upon the income or property of the trust, or the agreements evidencing the same, which the Trustee may be required to pay;

(c) to the payment of the dividends on the Trust Certificates when and as the same shall become payable; and

(d) to the payment of the principal of the Trust Certificates when and as the same shall become payable according to the terms thereof or hereof.

SECTION 3. The Trustee shall cause to be kept, at an agency in the Borough of Manhattan, in the City of New York, books for the registration and transfer of the

Trust Certificates and upon presentation for such purposes the Trustee will register or cause to be registered as hereinbefore provided, and under such reasonable regulations as may be prescribed, any of the Trust Certificates. The Trustee, at all times until the payment of the principal of all the Trust Certificates, shall keep an agency in the Borough of Manhattan, in the City of New York, where the Trust Certificates and dividend warrants may be presented for payment. Such agency may be the office of the Company in the Borough of Manhattan, in the City of New York.

SECTION 4. The Trustee assumes no liability for anything other than its own wilful or gross neglect. It shall be required to undertake no act or duty in the way of taking care of or taking possession of the Trust Equipment until fully secured against all liability. No duty of insurance or of repair or of protection of any of the trust property is incumbent upon it, nor shall it be responsible for the filing or recording of this Agreement or of said Lease, and the Trustee may issue and deliver Trust Certificates in advance of such filing or recording.

SECTION 5. The Trustee shall be under no obligation to take any action for the execution or enforcement of any of the trusts hereby created unless requested thereunto in writing by the holders of not less than twenty-five per cent. in principal amount of the then outstanding Trust Certificates and upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with proof satisfactory to it as to the ownership of the Trust Certificates and warrants in respect of which any notice or request may be made; but neither any such request nor this provision therefor shall affect any discretion herein elsewhere specifically given to the Trustee to determine what action it shall take in respect of any such default, or to take action without request.

SECTION 6. No holder of any Trust Certificate or dividend warrant issued hereunder shall have any right to institute any suit, action or proceeding for the execution and enforcement of the trusts hereby created unless, after the aforesaid request in writing by the holders of not less than twenty-five per cent. in principal amount of the then outstanding Trust Certificates shall have been made upon the Trustee, indemnity satisfactory to it provided, and a reasonable time elapsed for action by the Trustee upon such request, it shall decline to institute any proceedings pursuant thereto. Neither the provisions of this section nor the provisions of Section 5 of this Article shall affect or limit in any way the obligations of the Company or the rights of holders of Trust Certificates under said guaranty.

SECTION 7. The Trustee may, for all purposes, conclusively assume that the Company is not in default under the terms hereof until notified in writing to the contrary by the holders of not less than ten per cent. in principal amount of the Trust Certificates then outstanding, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

SECTION 8. The Trustee shall not incur any liability to anybody in acting upon any notice, consent, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic, and to be signed by the proper party or parties and deemed by it to be sufficient.

SECTION 9. The Trustee will allow interest upon all money received by it under the provisions of this Agreement or of said Lease, at the rate generally prevailing among Philadelphia trust companies or allowed by it upon deposits of a similar character.

SECTION 10. The Trustee shall, at least once in each year, render to the Company a statement of its said trust and of the accounts relating thereto, and covering such matters as the Company may properly require, and the Vendors and the Company or either of them, may from time to time examine the books and accounts of the Trustee relating to the Trust Certificates and said Lease, to this Agreement and to the acts of the Trustee hereunder.

SECTION 11. The Trustee may resign and be discharged from the trusts created by this Agreement by giving to the Company and to the holders of the Trust Certificates then outstanding notice in writing of such resignation, specifying a date when such resignation shall take effect. Such notice may be given to the holders of the Trust Certificates by publication of the notice at least once in each of three successive calendar weeks prior to the date specified in such notice in a newspaper published in the Borough of Manhattan, in the City of New York, and in a newspaper published in the City of Philadelphia, Pennsylvania. Such resignation shall take effect on the date specified in such notice (which date shall not be less than thirty days after the giving or first publication of such notice), unless previously a successor trustee shall be appointed as herein after provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any trustee hereunder may be removed at any time by an instrument in writing filed with the Trustee and executed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

SECTION 12. In case at any time the Trustee shall resign or shall be removed or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding, by an instrument or concurrent instruments signed by such Certificate holders or their attorneys in fact duly authorized; but until a new trustee shall be appointed by said Certificate holders as herein authorized, the Company, by an instrument executed under its corporate seal, may appoint a trustee to fill such vacancy. Every such successor trustee, whether appointed by the Certificate holders or by the Company, shall always be a trust company or bank having power so to act and organized under the laws of the United States of America, the Commonwealth of Pennsylvania or the State of New York and having an office either in the City of Philadelphia or in the Borough of Manhattan, in the City of New York, and having a capital and surplus aggregating at least five million dollars. After any such appointment by the Company, it shall cause notice of such appointment to be published once a week in each of four successive weeks in a newspaper published in the Borough of Manhattan, in the City of New York, and in a newspaper published in the City of Philadelphia, Pennsylvania; but any new trustee so appointed by the Company shall immediately, and without further act, be superseded by a trustee appointed in the manner above provided, by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Company an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with title to the trust estate, and with all the rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein, and the trustee ceasing to act shall, on the written request of such successor trustee, assign and transfer the trust estate or cause the trust

estate to be assigned and transferred to the successor trustee, and shall be entitled to the payment of its charges and expenses theretofore incurred. Upon request of such successor trustee, the Company shall execute and deliver such instruments of further assurance as may reasonably be required for more fully and certainly vesting in and confirming to such successor trustee all the right, title and interest of the predecessor trustee in and to the trust estate and such rights, powers, trusts, duties and obligations. All instruments herein provided for shall be at the cost of the Company.

Any corporation resulting from anymerger or consolidation to which the Trustee, or any successor to it, shall be a party, provided such corporation shall be a corporation having power so to act, and organized under the laws of the United States of America, the Commonwealth of Pennsylvania or the State of New York and shall do business in the City of Philadelphia, Pennsylvania, or in the Borough of Manhattan, in the City of New York, and have a capital and surplus aggregating at least five million dollars, shall be the successor trustee under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE VI.

No recourse under any obligation, covenant or agreement of this Agreement or of the guaranty of the Company respecting any Trust Certificate or dividend warrant issued hereunder, shall be had against any stockholder, officer or director of the Company, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement, said Lease and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement, said Lease or in the guaranty of the Company respecting any of the Trust Certificates or dividend warrants issued hereunder, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and the issue of such Trust Certificates and dividend warrants.

ARTICLE VII.

Any request or other instrument required by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such Certificate holders in person, or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by anyperson of Trust Certificates, shall be sufficient for any purpose of this Agreement, and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument, if made in the following manner, viz.:

(a) the fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the certificate of any notary public or of any other officer authorized to take, either within or without the Commonwealth of Pennsylvania or the State of New York, acknowledgments of deeds to be recorded in either of said State, or in the State where the acknowledgment may be taken, certifying that the persons signing such request or other instrument acknowledged to him the execution thereof; or by the affidavit of a witness to such execution;

(b) the amount of Trust Certificates held by any person executing any such request or other instrument as a Certificate holder, and the serial numbers of the Trust Certificates held by such person and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depositary wheresoever situated whose certificate shall be deemed by the Trustee to be satisfactory, showing that, at the date therein mentioned, such person had on deposit with such depositary, or exhibited to such depositary, the Trust Certificate numbered and described in such certificate. The Trustee may assume the continuance of any such deposit unless and until it receives proof satisfactory to it to the contrary.

ARTICLE VIII.

At the termination of said Lease, any moneys remaining in the hands of the Trustee, after paying the principal of and dividends upon the Trust Certificates, and the expenses of the Trustee, including its reasonable compensation, shall be paid to the Company.

ARTICLE IX.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon,or to give to, any person, firm or corporation other than the parties hereto and the holders of the Trust Certificates and appurtenant dividend warrants, any right, remedy or claim, under or by reason of this Agreement, or of any term, covenant or condition thereof and hereof, and all of the terms, covenants, conditions, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

ARTICLE X.

The term "Trustee" as used herein and in said Lease shall be held and construed to mean The Pennsylvania Company for Insurances on Lives and Granting Annuities, its successors and assigns; the word "Company" herein, to mean and include the party of the third part, its successors and assigns, and the words "Certificate holder" and "holder" shall include the plural as well as the singular number and shall include, unless the context indicates another meaning, the registered owner of any Trust Certificate. The term "Trust Equipment" wherever used herein or in said Lease, unless otherwise indicated by the context,is intended to include all railroad equipment at any time covered by said Lease or any supplemental lease or this Agreement or required or intended so to be.

In case of the death or inability to act of either of the Vendors, the other Vendor shall have and discharge all of the powers of the Vendors. In case of the death or inability to act of both of the Vendors, the Trustee shall receive and distribute or pay for the account of the original Vendors, to the parties entitled to receive the same from the original Vendors, all Trust Certificates issuable or Deposited Cash or other moneys payable to the original Vendors by the Trustee hereunder. Any action taken by either of the Vendors shall have the same force and effect as if taken by both of them.

Whenever, under the provisions hereof, it is necessary or proper for any notice or demand to be made to or upon the Company, or, if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given or made to

the Company by depositing a written statement thereof, securely enclosed in a postpaid wrapper, in the United States mail, registered and directed to the Company at New York City, New York, and an affidavit by any person representing or acting on behalf of the Trustee as to such mailing having the registry receipt or certificate attached shall be conclusive evidence of the giving of such notice and the making of such demand.

This Agreement shall be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

The Pennsylvania Company for Insurances on Lives and Granting Annuities doth hereby constitute and appoint C. P. Lineaweaver to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Agreement, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

Chicago, Milwaukee, St.Paul and Pacific Railroad Company doth hereby constitute and appoint R. J. Marony to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Agreement, before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals, and the parties of the second and third parts have caused their respective corporate names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

ANDREW S. HANNUM [L. S.]

HARRY WELLS [L. S.]

THE PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES
AND GRANTING ANNUITIES,

CORPORATE SEAL

by
C. P. Lineaweaver
Vice-President.

Attest:
H. E. Righter
Assistant Secretary

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

by R. J. Marony,
Vice-President.

Attest:
J. Welch
Assistant Secretary.

Signed, sealed and delivered by
all the parties in the presence of:
F. Tansey
Theo. M. Spelmar

State of New York,)
ss.:
County of New York,)

I, John F. Butler, 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 the third day of June, 1929, 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, the within named Andrew S. Hannum and Harry Wells, to me personally known and known to me to be the individuals described in and the identical persons who subscribed their names to and who executed the within and foregoing instrument in writing in my presence as parties of the first part thereto and in the presence of the two witnesses whose names are thereunto subscribed as such, and said Andrew S. Hannum and Harry Wells severally duly acknowledged to me in the presence of said witnesses that they signed, sealed, executed and delivered said instrument as their 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.

My commission as such Notary Public expires March 30, 1931.

JOHN F. BUTLER
Notary Public in and for the State
of New York, County of New
York.

NOTARIAL SEAL

John B. Butler
Notary Public, Bronx County
Bronx Co. Clerk's No. 241, Reg. No. 3149E
N. Y. Co. Clerk's No. 1169, Reg. No. 18817
Kings Co. Clerk's No. 137, Reg. No. 1499
Queens Co. Clerks No. 1066, Reg. No. 8051
Certificate also filed in Westchester,
Richmond and Nassau Counties.
Commission expires March 30, 1931.

STATE OF NEW YORK,)
ss.:
COUNTY OF NEW YORK,)

I, John F. Butler, 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 third day of June, 1929, 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, the within named C. P. Lineaweaver and H. E. Righter each to me personally known and known to me to be, respectively, a Vice-President and an Assistant Secretary of The Pennsylvania Company for Insurances on Lives and Granting Annuities, one of the corporations described in and which executed the within the 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 Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are

thereunto subscribed as such and said C. P. Lineaweaver and H. E. Righter, 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 said C. P. Lineaweaver resides in Haverford, in the State of Pennsylvania, and that said H. E. Righter resides in Philadelphia, in the State of Pennsylvania; that said C. P. Lineaweaver is a Vice-President and said H. E. Righter is an Assistant Secretary of The Pennsylvania Company for Insurances on Lives and Granting Annuities, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said C. P. Lineaweaver, Vice-President, and H. E. Righter, Assistant Seretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered 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 that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared C. P. Lineaweaver, named in the foregoing instrument attorney for The Pennsylvania Company for Insurances on Lives and Granting Annuities, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said The Pennsylvania Company for Insurances on Lives and Granting Annuities.

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.

My commission as such Notary Public expires March 30, 1931.

John F. Butler

Notary Public in and for the State of New York,

County of New York.

NOTARIAL SEAL

John F. Butler
Notary Public, Bronx County
Bronx Co. Clerk's No. 241, Reg. No.3149B
N. Y. Co. Clerk's No.1169,Reg.No. 1B817
Kings Co. Clerk's No.137,Reg.No.1499
Queens Co. Clerk's No.1066, Reg. No.8051
Certificate also filed in Westchester,
Richmond and Nassau Counties.
Commission expires March 30, 1931.

State of New York,)
ss.:
County of New York,)

I, John F. Butler, 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 third day of June, 1929, 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, the within named R. J. Marony and J. Welch, each to me personally known and known to me to be, respectively, a Vice-President and an Assistant Secretary of Chicago, Milwaukee, St.Paul and Pacific Railroad Company, one of the corporations described in and which executed the within and foregoin 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 Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said R. J. Marony and J. Welch, 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 said R. J. Marony resides in New York City, inthe State of New York, and that said J. Welch resides in Brooklyn, in the State of New York; that said R. J. Marony is a Vice-President and said J. Welch is an Assistant Secretary of Chicago, Milwaukee, St.Paul and Pacific Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, said R. J. Marony, Vice-President, and J. Welch, Assistant Secretary, 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 by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as a Vice-President and an Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered 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 said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

At the same time before me, the subscriber, personally appeared R. J. Marony, named in the foregoing instrument attorney for Chicago, Milwaukee, St.Paul and Pacific Railroad Company, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act of said Chicago, Milwaukee, St.Paul and Pacific Railroad Company.

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.

My commission as such Notary Public expires March 30, 1931.

JOHN F. BUTLER

Notary Public in and for the State of New York,

County of New York.

NOTARIAL SEAL

JOHN F. BUTLER
Notary Public, Bronx County
Bronx Co. Clerk's No.241, Reg. No.3149B
N. Y. Co. Clerk's No.1169, Reg. No. 1B817

Kings Co. Clerk's No.137, Reg. No.1499
Queens Co. Clerk's No.1066,Reg. No.8051
Certificate also filed in Westchester,
Richmond and Nassau Counties.
Commission expires March 30, 1931.

STATE OF NEW YORK,)
ss.:
COUNTY OF NEW YORK,)

I do hereby certify that the United States Internal Revenue Stamps required by law have been affixed to one of the original counterparts of the within Agreement and cancelled.

JOHN F. BUTLER

JOHN F. BUTLER
Notary Public, Bronx County
Bronx Co. Clerk's No. 241, Reg. No.3149B
N. Y. Co. Clerk's No.1169, Reg. No. 1B817
Kings Co. Clerk's No. 137, Reg. No. 1499
Queens Co. Clerk's No.1066, Reg. No. 8051
Certificate also filed in Westchester,
Richmond and Nassau Counties.
Commission expires March 30, 1931.

NOTARIAL SEAL

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 13th day of
June A. D. 1929 at 12.40
o'clock P. M. and recorded in Vol.
27 of R. R. Mtgs. Etc.
on page 469-498 Inclusive.
Theodore Dammann
Assistant Secretary of State

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EQUIPMENT LEASE

Between

PULLMAN CAR & MANUFACTURING CORPORATION

Lessor

and

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY

Lessee

Dated June 1, 1929

THIS LEASE OF RAILROAD EQUIPMENT, dated the first day of June, 1929, between PULLMAN CAR & MANUFACTURING CORPORATION, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the Lessor) party of the first part, and MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Minnesota and other states (hereinafter called the Lessee), party of the second part, WITNESSETH.

WHEREAS, by the terms of a certain contract dated February 19, 1929, between the parties hereto, and in accordance with the specifications and requirements therein mentioned, the Lessor has agreed to construct certain railroad equipment hereinafter, in Section 1 of Article I, particularly described, the price of which, per car, f. o. b. Lessor's Works at Michigan City, Indiana, is Twenty-one hundred ninety-nine and 32/100 dollars ($2,199.32), the aggregate for all the cars being Four Hundred thirty-nine thousand eight hundred sixty-four ($439,864), and which equipment, pursuant to the terms and conditions of this agreement, the Lessor agrees to lease to the Lessee; and

WHEREAS, the Lessee is desirous of securing the use of the railroad equipment hereinabove mentioned upon and in connection with the properties of Minneapolis, St.Paul & Sault Ste. Marie Railway Company.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I.

SECTION 1. The Lessor for and in consideration as well of the sum of One Dollar ($1.00) to it paid by the Lessee at or before the sealing and delivery hereof, the receipt of which is hereby acknowledged, as of the rents and covenants hereinafter mentioned to be paid, kept and performed by the Lessee, has let and leased, and does hereby let and lease to the Lessee for the term of six (6) years from the first day of June, 1929, all of the railroad equipment (hereinafter in this agreement sometimes collectively called the "cars"), to-wit:

TWO HUNDRED (200) 40 FOOT, 40-TON CAPACITY, STEEL FRAME, STEEL UNDERFRAME, SINGLE SHEATHED BOX CARS, NUMBERED (EVEN NUMBERS ONLY) 41,000 to 41,398, both inclusive.

SECTION 2. The Lessee, in consideration of the premises, hereby accepts this lease and covenants and agrees to accept delivery and possession of the cars for the term of six (6) years as above provided, and covenants and agrees to pay to the Lessor, its successors or assigns, (or in the case of taxes, to the proper taxing authority), rent hereunder during said term as follows:

(a) Three hundred and sixty-five dollars ($365.00) per annum for each car delivered to the Lessee hereunder, computed from the date of delivery thereof respectively, payable quarterly at the rate of Ninety-one and 25/100 dollars ($91.25) on the first days of September, December, March and June in each year during said term, beginning on the first day of September, 1929; and

(b) As and when due, any and all taxes, assessments, licenses and other governmental charges of every kind, assessed, rated, levied, charged or made against the cars.

SECTION 3. Delivery of the cars to the Lessee shall be made at the Works of the Lessor at Michigan City, Indiana, during the months of June and July, 1929, with freight to the rails of Minneapolis, St.Paul & Sault Ste. Marie Railway Company at Franklin Park, Illinois, allowed and prepaid by the Lessor.

SECTION 4. As and when any of the cars shall be delivered to the Lessee they shall thereupon, IPSO FACTO, pass under and become subject to all the terms and provisions of this lease in all respects as though such equipment had been delivered simultaneously with the execution and delivery hereof. The delivery to, and acceptance by the Lessee of the cars or any of them, shall not vest in the Lessee any property or title thereto or right therein other than as is defined in this lease, but such title and property shall remain and be in the Lessor.

SECTION 5. The Lessee shall accept the cars above referred to and described, at the place of manufacture above mentioned, prior to the delivery thereof. As the cars are severally completed, the Lessee shall cause them to be inspected by its representative appointed for that purpose, who, as he finds them constructed in accordance with the provisions of said contract dated February 19, 1929, and of this lease, shall deliver to Lessor, in duplicate, the Lessee's certificate of inspection and acceptance. Each such certificate shall, in respect of the cars covered thereby, be final and conclusive evidence that such cars conform in workmanship, material, construction and in all other respects to the requirements of said contract and to the provisions of this lease, and that such cars are accepted by the Lessee as so conforming, subject to the terms and provisions hereof.

SECTION 6. At or before the delivery to the Lessee of said cars there shall be plainly, permanently, and conspicuously placed and fastened upon each side of each such car a metal plate bearing the following words in letters not less than three-eighths of an inch in height: "PULLMAN CAR & MANUFACTURING CORPORATION, Owner, Lessor." Such plate shall be such as to be readily visible and to indicate plainly the Lessor's ownership of said equipment. Each of the cars shall also be otherwise plated or marked, as shall from time to time be required by law to fully protect the rights of the Lessor as owner. Such platings and markings shall thereafter, during the continuance of this lease, be maintained and, from time to time as may be necessary, restored and replaced by the Lessee at its own expense. The Lessee shall not without Lessor's written consent, alter or obliterate the lettering or numbering of said cars as hereinabove mentioned, or any of them, and the Lessee agrees not to place, nor permit to be placed, upon said

cars, or any of them, any marks, signs or words which might be interpreted as a claim of ownership of said cars by the Lessee or by any person, firm or corporation other than the Lessor herein, except, however, the Lessee may cause said cars and each of them to be lettered "Minneapolis, St.Paul & Sault Ste. Marie Railway" or "Soo Line" or "Wisconsin Central" or in some other appropriate manner, for convenience of identification of Lessee's right to use such cars. Any change in the lettering or numbering of said cars which may be requested by the Lessee and assented to by the Lessor, shall be evidenced by an agreement satisfactory in form to the Lessor and executed in one or more counterparts as Lessor may request, and be filed or recorded in such public office or offices as said Lessor shall direct.

SECTION 7. All provisions of this agreement shall apply with respect to cars substituted for such of the cars originally delivered to the Lessee as shall become worn out, lost or destroyed, with precisely the same force and effect as if such substituted cars were part of the cars originally delivered, and the word "cars" as used in this lease shall include as well the substituted as the original cars.

SECTION 8. The Lessee shall and will at all times, while this lease is in force and effect and at its own expense, keep each of the above described cars and all cars which shall be used to replace any of them, insured against damage or destruction by fire and against other loss or damage usually insured against by railway companies, for not less than fifty per cent (50%) of the cost and value thereof as fixed in this agreement, for the use and benefit of Lessor, and in a company or companies to be approved by Lessor, and in the event of an election to purchase the cars under the provisions of Article III of this agreement, the aggregate of said insurance shall always be in an amount equal, at least, to fifty per cent (50%) of the unpaid indebtedness on the cars. The insurance premiums therefor shall be paid by the Lessee and the policies shall specify payment of loss, if any, to the Lessor, as its interest may appear, and shall be deposited with the Lessor. In default of the Lessee keeping such cars so insured and depositing policies as aforesaid, the Lessor may cause the same to be so insured, and in such event, the Lessee shall repay to the Lessor the amount of premiums paid therefor with interest at 5 per cent per annum from the time of such payment. Upon payment of any insurance money on account of damage or losses covered by any such insurance, it shall be held and retained by the Lessor until the replacement or the repair of the car so damaged or destroyed, and upon satisfactory proof to the Lessor of the proper replacement and repair of said cars, said insurance money so collected or received by the Lessor shall be paid over to the Lessee to be used in the payment of the cost of such replacement or repair. Any moneys collected or received by the Lessee from any company or person as insurance of or for cars damaged or destroyed on the lines of any railroad company, shall be remitted to the Lessor to be held for the account of the Lessee pending the repair or replacement of said cars.

Section 9. The Lessee agrees that it will, at its own cost, keep all such cars in good order and repair, subject to inspection and approval of Lessor, and repair and promptly renew and replace all or any of such cars which shall be damaged or destroyed by fire or otherwise, during the life of this lease, and within twenty days after receiving advice of any such damage or destruction will give to the Lessor written notice thereof, containing the full particulars thereof and will cause the

title to all cars to be substituted for those destroyed, to be taken and vested in the name of the Lessor by proper bills of sale, and free from all liens, with proper plates as aforesaid, indicating the ownership of the Lessor as aforesaid, and such substituted cars shall thereupon immediately come under and be subject to all the terms and conditions of this agreement; provided, that the Lessee shall have the option, instead of replacing any destroyed car, of paying the balance of the price of such car, as computed in Article II as of the last previous quarterly payment date, with accrued interest on such balance at the rate of 5 per cent per annum from said last previous quarterly payment date to the date of payment for the car, less any insurance which may have been paid to the Lessor on account of the destruction of such car. In such case the rental provided in Section 2 above, to be paid for such destroyed car or cars shall terminate coincidently with such payment therefor.

SECTION 10. All new cars replacing cars lost, worn out or destroyed, shall be of substantially the same quality and kind, and shall bear the same plating, lettering, and numbering as the cars which they replace. The Lessee shall from time to time as required by the Lessor and at least once in each year, furnish to Lessor a complete statement showing the whereabouts of all the cars, the number and description of such of them as shall have been destroyed and replaced by others, the number of those repaired during the preceding year, and the number of those undergoing repairs; and shall, on request, allow the Lessor to make full inspection of same once a year during the continuance of this lease, and shall at its own expense furnish to Lessor all reasonable facilities so to do.

SECTION 11. The Lessee shall pay, as and when due, all taxes, assessments, licenses and governmental charges of every kind assessed, rated, levied, charged or made against the cars, or against the Lessor on account of its ownership thereof. Lessee shall comply with all laws of the United States and of all states and territories in which the cars may be operated in the ordinary course of business, applying to or affecting the cars, and with all lawful acts, rules, regulations and orders of the Interstate Commerce Commission, and of all other commissions, boards, municipalities, legislatures or other representative, executive or judicial bodies or officers having, or exercising, any power, regulation or supervision over such cars, or any of them, provided however, that the Lessee shall not be required to pay any tax, assessment or other governmental charge so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the judgment of the Lessor, the rights and interests of the Lessor may be materially endangered.

SECTION 12. If the Lessee shall fail to pay the rentals above provided at the time or times when the same are due under the provisions of this lease, interest at the rate of 5 per cent shall be payable upon the amount or amounts in default from the date of such default until paid, and, if the Lessee shall fail or omit to make any other payment or do anything which under the provisions of this lease it should make or do, then the Lessor itself may make such payments or do or cause such things to be done, but it shall not be obligatory upon the Lessor, its successor or assigns so to do. Any such payment made by the Lessor and the cost or expense to Lessor for and in and about the doing or causing to be done any such thing, shall be a charge against the Lessee which it hereby agrees to repay to Lessor, on demand, with interest

at 5 per cent per annum. The making by the Lessor of any such payment or the doing or causing to be done by it of any such things, shall not in any way prejudice or be a waiver of any rights herein reserved to the Lessor, or of any remedy available to the Lessor under this lease or otherwise because of such failure or omissions by the Lessee.

SECTION 13. The Lessee shall indemnify, protect and hold harmless the Lessor from and against any and all liability, claim, demand, cost, charge and expense, including royalty payment or payments and counsel fees, in any way imposed upon or accruing against the cars or against the Lessor, because of the use in the original construction of the cars or in their later repair or replacement, of any patented device, design or article (other than such as may be owned or controlled by the Lessor), furnished, specified or required by the Lessee.

SECTION 14. The Lessee shall not assign nor transfer this lease or any of its rights hereunder, nor transfer nor sublet the cars or any of them without Lessor's written consent first had and obtained, and shall not cause nor permit any of the cars to be pledged or held for any taxes, debts or obligations by it owing, or to be in any manner encumbered, and shall not suffer the cars or any of them, to pass out of its control except in the ordinary course and conduct of the Lessee's business. A transfer through insolvency or under judicial process shall be deemed to be a breach of this covenant, and Lessor may declare this lease terminated in case of any sale, voluntary or involuntary assignment, transfer under judicial process or otherwise, subletting, pledging or encumbering (unless made according to the terms of this lease) of the cars or any of them; but the appointment of a temporary receiver or receivers for the Lessee shall not be deemed to be such a breach. Upon any such declaration of termination, this lease shall cease and terminate without legal proceedings for that purpose and without any right of redemption on the part of Lessee, its successors or assigns, Such declaration of termination shall entitle the Lessor to the same remedies as are conferred in case of a default by the Lessee in making the payments or fulfilling any of the other obligations herein provided. If the Lessee, as hereinabove provided, or otherwise, with the written consent of the Lessor, shall sell, transfer or assign its rights and interest in this lease or in or to the cars covered hereby, then this lease shall inure to the benefit of such purchaser, transferee or assignee who shall become and be bound and obligated by all the terms and provisions hereof to the same extent as Lessee is bound hereby; but no such sale, transfer or assignment shall operate to release or discharge Lessee from making the payments or from any of its obligations hereunder, unless Lessor, in writing, shall expressly so agree.

SECTION 15. The Lessee shall be entitled to the possession and use of the cars so long as it shall observe and fulfill the terms and obligations of this lease; but if the Lessee (a) shall default in the payment of said rental payments or any of them, at the time or times the same fall due, whether or not demand be made for the payment thereof, or, (b) shall make or suffer any unauthorized assignment of this lease or of its rights and interest in the cars or any of them, or sublet the same (except as hereinabove is provided) or (c) in the event of default in the due observance or performance of any of the terms, provisions, covenants, conditions or obligations of this lease, and such default shall continue for thirty days after written notice from the Lessor with respect thereto, then and in any such case, the Lessor shall be entitled to, and may at its option, enter upon the railroad and

premises operated by the Lessee and retake the cars or any of them, and shall be entitled to collect, receive and retain all unpaid mileage or per diem charges then earned by the cars or any of them, to be applied against any rental payments then in default or against any other sums due to the Lessor under the terms of this lease. For the purpose of such taking of possession, the Lessor shall be entitled to enter upon and take and remove from the premises of the Lessee or wherever they may be found, all or any of the cars; and the Lessee agrees, without charge, to afford the Lessor every facility and give it every assistance so to do, including supplying of trackage space for the storing of such cars for a reasonable time. To aid in such retaking, the Lessee shall, as promptly as possible, upon the Lessor's written demand, deliver to the Lessor without cost or charge, the said cars and each of them, at such place or places as the Lessor shall reasonably require, and will, without expense to the Lessor, cause every railroad or other company then having possession or traffic use of such cars or any of them, to haul the same forthwith, in the usual manner, and at the usual speed of freight trains to such point or points as the Lessor shall reasonably designate. The Lessor shall, upon the application to any court of equity having jurisdiction in the premises, be entitled to a decree against the Lessee requiring specific performance of the agreements contained in this Section. Upon a retaking of the cars or any of them, by the Lessor as herein provided, the Lessee agrees to relinquish all claim or rights in or to the same and no payments theretofore paid by the Lessee for the rent or use of the cars, or any of them, shall give to the Lessee any legal or equitable right, interest or title in or to said cars after such retaking.

SECTION 16. If at the end of the term for which the cars are hereby leased, the Lessee shall not have elected to exercise either of the options hereinafter given in Articles II and III, or if this lease shall be sooner terminated in accordance with the terms and conditions hereof, by reason of any default on the part of the Lessee in making the payments or performing any of its obligations hereunder, the Lessee covenants and agrees, without cost or charge to the Lessor, to surrender and deliver up to the Lessor all of the leased cars, at such place or places as the Lessor shall reasonably require, in as good condition as when received by the Lessee, ordinary wear and tear excepted, and in such case all rental payments theretofore made or due to the Lessor under this Article, shall be deemed to be liquidated compensation for the use of the cars by the Lessee up to that time, and no recouse shall be had against the Lessor for any sums paid by or due from the Lessee in accordance with the terms of this Article for taxes, assessments, licenses or other governmental charges, insurance, repairs or replacements of the cars or otherwise, but all such sums shall be deemed to be additional rentals paid or to be paid by the Lessee for the use of the cars.

ARTICLE II.

The Lessee, provided it shall not be in default in the payment of any of the rentals hereinbefore in Article I provided, as and when the same become due and payable, or in the performance or fulfillment of any other of its obligations under said Article, shall have the option at any quarterly rental payment date during the continuance of this lease, to purchase the cars, as an entirety, less any which may have been destroyed and paid for as provided in Section 9 of Article I. In such case the price per car to be paid by the Lessee shall be the balance of the sum of Twenty-one hundred ninety-nine and 32/100 dollars ($2,199.32) after deduction of the excess of quarterly rental payments

thereon up to that time made by the Lessee under the provisions of Article I, over and above an amount of interest at the rate of 5 per cent per annum computed on diminishing balances of principal remaining due at the end of each prior quarterly rental period. Upon such purchase price being paid in full and upon full compliance by the Lessee with all other of its obligations under this Agreement, this lease and all the obligations of the Lessee hereunder shall terminate and the Lessor shall thereupon execute and deliver to the Lessee a bill of sale or such instrument of transfer as may reasonably be required by the Lessee, as evidence of its title to the cars and of its compliance with the terms of this lease to the end that the absolute ownership of the cars may then be vested in the Lessee, and the Lessor shall also execute and deliver to the Lessee such release or releases as may reasonably be required to release this Agreement upon the records in all places where the same shall have been filed or recorded under the terms hereof.

ARTICLE III.

Section 1. The Lessee shall also have the option, provided it shall not be in default in the observance of any of the obligations of this Agreement, and subject to the conditions of this Article, to elect at any quarterly rental payment date to purchase the cars, as an entirety, less any which may have been destroyed and paid for as provided in Section 9 of Article I, upon a deferred rental payment plan. In such case the price per car to be paid by the Lessee shall be the balance of the sum of Twenty-one hundred ninety-nine and 32/100 dollars ($2,199.32) after deduction of the excess of quarterly rental payments thereon up to that time paid by the Lessee under Article I, over and above an amount of interest at the rate of 5 per cent per annum computed on diminishing balances of principal remaining due at the end of each prior quarterly rental period, and payment of the same shall be deferred quarterly by rental payments, each of which shall include interest at 5 per cent per annum computed on diminishing balances of principal remaining due at the end of each prior quarterly rental period, the balance of the payment to be applied to reduction of principal, payable as hereinafter provided until the full purchase price with interest at 5 per cent per annum shall have been fully paid. In the event of such election under this Section, the Lessee covenants and agrees with the Lessor to accept delivery and possession of all the cars so elected to be purchased, under this Article III, and covenants and agrees to pay to the Lessor rent hereunder which shall be sufficient to discharge the following items, when and as the same shall become due and payable:

(a) Quarterly payments at the rate of Ninety-one and 25/100 dollars ($91.25) for each car, payable on the first days of September, December, March and June in each year, beginning on the quarterly payment date next following the quarterly payment date at which the election provided for in this Article is made, until the full balance of said purchase price, with interest as aforesaid, shall have been fully paid.

(b) As and when due, any and all taxes, assessments, licenses and other governmental charges of every kind, assessed, rated, levied, charged or made against the cars.

It is expressly understood and agreed by and between the parties to this Agreement, that the delivery to and acceptance by the Lessee of the leased equipment or any part thereof under this Article, shall not vest in the Lessee any property or title thereto or right or interest therein other than as is defined in this Agreement; and until payment by the Lessee of all of the rental payments as herein provided and until all

the covenants, agreements and obligations of the Lessee under this Article shall have been fully performed and complied with as herein specified, the title to and ownership of said leased equipment, or any part of it, shall not pass to nor vest in the Lessee but shall remain and be in the Lessor; but the Lessee shall have and be entitled to the possession and use of the leased equipment, subject to the conditions of this lease, from the date of delivery and acceptance hereunder.

SECTION 2. Such election of the Lessee shall be evidenced by its written declaration, executed and acknowledged in the same manner as this lease, and delivered to the Lessor not less than thirty days prior to the quarterly payment date at which such election is to be effective, which declaration shall include an acceptance by the Lessee of delivery and possession of the cars under this Article III, and shall thereupon be filed for record in the same public office or offices as this lease, and in such other public office or offices as may then be required, and the term of this lease shall thereupon, IPSO FACTO, and subject to the provisions of this Article, be extended to the date of the maturity of the last of the deferred quarterly rental payments as evidenced by the notes next hereinafter, in Section 3, mentioned.

SECTION 3. With such declaration of election, Lessee shall deliver to the Lessor its duly executed promissory notes evidencing the aggregate quarterly rental payments specified in Section 1 of this Article, dated as of the quarterly payment date at which the election provided for in this Article is made, payable to the order of the Lessor at Continental, Illinois Bank and Trust Company, Chicago, Illinois, on or before the respective quarterly payment dates specified above in Section 1,with interest after maturity at the rate of 5 per cent per annum until paid, and shall also deliver to the Lessor at the same time, a duly certified copy of an order of the Interstate Commerce Commission authorizing and approving the issuance of said notes, if such an order is necessary.

SECTION 4. In the event the Lessee shall exercise the option in this Article given, the provisions of Sections 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Article I shall be considered as incorporated in and a part of this Article III and shall be and remain in full force and be binding upon the parties hereto for the full extended term of this lease, and in such case the Lessor and the Lessee do FURTHER AGREE AS FOLLOWS:

SECTION 5. The Lessor may assign, transfer or pledge this lease and all its rights, privileges, powers and remedies hereunder, at any time and from time to time, on such terms and conditions as it may deem proper, and may pledge or assign all or any part of the rentals as evidenced by the said notes of the Lessee, but in the event of any sale, transfer, assignment or pledge of this lease, or of said rentals, the rights, powers, privileges and remedies herein given and reserved to the Lessor in the event of any default by the Lessee, shall remain in the Lessor to be exercised, if it deems best, as trustee of an express trust, but in its own name, for the use and benefit of all parties and interests, unless the Lessor shall expressly assign to another the rights, powers, privileges and remedies herein given and reserved to the Lessor in the event of default by the Lessee, either to the exclusive use and benefit of the assignee, or jointly and in common with the Lessor, in which event, such rights, powers, privileges and remedies, shall, by such assignment pass to and be vested in the assignee thereof, as and to the extent provided in and by any such assignment.

SECTION 6. Provided the Lessee shall not be in default in the fulfillment of any of its obligations hereunder, it shall have the right at any time, or from time to time, during the extended term of this lease in this Article provided, to anticipate payment of any or all of the rental payments to be made hereunder, by paying to the Lessor the balance of principal and the proportionate part of interest included therein to the date of payment.

SECTION 7. Upon the payment in full of all rentals as evidenced by the said notes of the Lessee with all interest included therein which shall have accrued to the date of payment, and upon full performance of all other of the conditions and provisions of this lease, the Lessor, at the Lessee's expense, shall execute and deliver to the Lessee a bill of sale or such instrument of transfer as may reasonably be required by the Lessee as evidence of its title to the cars and of its compliance with the terms of this lease, to the end that the absolute ownership of said cars may then be vested in the Lessee and shall also execute and deliver such release or releases as may reasonably be required to release this Agreement upon the records in all places where the same shall have been filed or recorded under the terms hereof.

SECTION 8. Upon the occurring of any of the contingencies specified in (a), (b) and (c) of Section 15 of Article I, all the remaining rentals payable under this Article and the notes evidencing the same, may, by the Lessor be declared to be immediately due and payable, and a retaking of the cars or any of them, by the Lessor, from the premises of the Lessee or wherever they may be found as in Section 15 of Article I is provided, shall not be a bar to nor in any manner affect the right of the Lessor to recover upon such notes. Upon any such declaration of immediate maturity, the Lessor may sell the cars or any of them, with or without taking actual possession of the same, at public or private sale, and without the necessity of the presence of the cars so to be sold at the place of sale, in such manner, at such times, in such parcels and on such terms as the Lessor may deem advisable. The Lessor shall apply the net proceeds of said sale or sales, after the repayment of all sums if any, advanced by the Lessor for insurance, taxes and charges of every sort paid by it, and after deducting all expense of such sale or sales, and of the retaking, storing, holding and maintenance of the cars, if actually retaken, including compensation for the services of such attorneys, agents and servants as the Lessor may reasonably employ for the purposes aforesaid, to the payment of the total amount payable by and chargeable against the Lessee under the provisions of this Article. If the proceeds of such sale or sales shall be more than sufficient to pay all of said amounts with interest, then the excess shall be paid to the Lessee as a rebate on the rentals previously paid by it for the use of such leased cars, but if there should be any deficit, then the Lessee shall pay said deficit on demand. No sale or taking possession of the cars or any of them, by the Lessor, shall in any way prejudice any other right or cause of action the Lessor may have under the terms of this lease or otherwise. Upon payment in full of all sums payable by the Lessee hereunder, this lease shall be canceled. The remedies herein given and provided for in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and in addition to any or all other remedies existing in law or in equity in its favor. The Lessee agrees to waive and relinquish and does hereby waive and relinquish the benefit and advantage of any valuation, stay and appraisement, extension or redemption law or laws now existing or which may hereafter be enacted, which, except for this provision, agreement and waiver, might be applicable to any sale of the cars or any of them, made or caused to be made by

the Lessor for the enforcement of its rights and remedies under this lease, whether such sale be made under the specific provisions of this lease or by virtue of judicial decree in any suit, action or proceeding instituted by the Lessor, and the Lessee covenants that it will not in any manner set up or seek to take advantage of any present or future valuation, stay or appraisement, extension, redemption or any other law or laws which might or could tend to prevent, hinder or delay such absolute and irredeemable sale of the cars as might, except for such law or laws, be made by the Lessor or be directed, ordered or decreed by a court of competent jurisdiction in any suit, action or proceeding as aforesaid. In the event of any such sale, the Lessor, acting for itself or for any assignee or assignees of this lease, and any assignee to whom the rights, powers, privileges and remedies in case of default, shall have been assigned as in Section 5 of this Article is provided, may become the purchaser at any such sale or sales, and any purchaser at any such sale may apply, as cash, upon the bid price, the amount of the claim of such purchaser against the Lessee whether represented by notes issued hereunder or otherwise, to the extent that such claim would be entitled to share in the distribution of the proceeds of sale if the bid price were paid entirely in cash, but any such claim shall be deemed to be paid, however, only to the extent it shall be so applied.

SECTION 9. Wherever provision is made in this lease for any notice or demand to or upon the Lessee, or if at any time the Lessor shall desire to give notice to or make any demand upon the Lessee, the same may be given or made by depositing a written statement thereof, enclosed in a postpaid wrapper in any United States Post Office directed to the Lessee at its principal office or place of business in Minneapolis, Minnesota, and an affidavit by any person so depositing such notice in respect of such mailing shall be deemed to be and shall be evidence of the giving and receipt of such notice and of the making of such demand.

ARTICLE IV.

SECTION 1. No recourse under any obligation, covenant or agreement of this lease shall be had against any stockholder, officer or director of the Lessee by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this lease shall be solely a corporate obligation, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of any such corporation, under or by reason of any of the obligations, covenants or agreements contained in this lease, and that any and all personal liability, either at common law or in equity or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this lease.

SECTION 2. Except as otherwise herein expressly indicated, the term "Lessor" and "Lessee" shall mean the parties so herein described and their respective successors and assigns.

SECTION 3. For the purpose of preserving Lessor's rights and of enforcing any remedy to which it may be entitled, this Agreement shall be deemed to continue and be in effect until the full amount of the rentals, with interest thereon as herein provided and the further payments, conditions and obligations provided for herein shall have been fully paid and satisfied and all of the covenants, obligations and agreements on the part of the Lessee in this lease shall have been fully performed. A failure on

the part of the Lessor to promptly enforce any of the remedies given in this Agreement in case of default of the Lessee in the performance of any of its obligations hereunder shall in no case be construed as a waiver of its right so to do.

SECTION 4. Loss, damage to or destruction of the cars by fire, accident or casualty or through a so-called act of God, VIS MAJOR or other fortuitous occurrence, after delivery thereof to the Lessee, shall not excuse performance by the Lessee of any of its obligations under this Agreement.

SECTION 5. This agreement may be simultaneously executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, and shall be filed or recorded in such states and counties in which the Lessee now operates or may hereafter operate its lines of railroad, as, by law, may be required in order to protect the title or lien of the Lessor as herein reserved to or upon the said leased equipment.

The Lessee shall reimburse the Lessor for any expense that may be incurred attending the making, execution, acknowledgment, filing or recording of this Agreement, and of any other agreements, bills of sale or other instruments of transfer preliminary to or necessary in connection therewith, and of such further or supplemental instruments, if any, as by the Lessor shall be deemed advisable, necessary or expedient, without prejudice to the intent of this instrument, effectually to protect and enforce the Lessor's rights hereunder and to protect its title to the cars.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporation seals to be affixed, attested by their respective Secretaries or Assistant Secretaries as of the day and year first above written.

PULLMAN CAR & MANUFACTURING CORPORATION,

By C. A. LIDDLE

President.

Corporate Seal

Attest:

S. W. GEHR
Secretary.

In the presence of:

M. K. Hoppe

E. W. MacMillan

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILWAY COMPANY,

By C. T. Jaffray

President.

Corporate Seal

Attest:

C. S. POPE
Secretary.

In the presence of:

A. M. Sheridan

S. E. Ehrenberg

STATE OF ILLINOIS,)
ss.
County of Cook.)

I, the undersigned, a Notary Public of said State, in and for and residing in said county, DO HEREBY CERTIFY that on this 13th day of June, 1929, personally appeared before me C. A. Liddle and S. W. Gehr, to me personally known to be the identical persons whose names are subscribed to the above instrument in writing bearing date the 1st day of June, 1929, as President and Secretary, respectively, of Pullman Car & Manufacturing Corporation, a corporation described in said agreement and one of the makers thereof, and being by me duly sworn did depose and say that they, respectively, reside in Chicago, in the State of Illinois; that they are the President and Secretary, respectively, of said corporation, authorized by said corporation to execute and acknowledge deeds, contracts and other writings of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed by them on behalf of said corporation, by its authority duly given, and they acknowledged the said instrument to be the act and deed of said corporation, and by them as its President and Secretary, repsectively, thereunto duly authorized, voluntarily done and executed, and that they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, and as their own free and voluntary act as such President and Secretary, respectively, for the uses and the purposes therein set forth.

GIVEN under my hand and notarial seal the day and year first above written.

GEO. H. CASE
Notary Public, Cook County, Illinois.

NOTARIAL SEAL

My commission expires August 13th, 1932.

STATE OF MINNESOTA,)
ss.
COUNTY OF HENNEPIN.)

I, the undersigned, a Notary Public of said State, in and for and residing in said county, DO HEREBY CERTIFY that on this 17th day of June, 1929, personally appeared before me C. T. Jaffray and C. S. Pope, to me personally known to be the identical persons whose names are subscribed to the above instrument in writing, bearing date the 1st day of June, 1929, as President and Secretary, respectively, of Minneapolis, St. Paul & Sault Ste. Marie Railway Company, a corporation described in said agreement and one of the makers thereof, and being by me duly sworn did depose and say that they, respectively, reside in Minneapolis, in the State of Minnesota; that they are the President and Secretary, respectively, of said corporation, authorized by said corporation to execute and acknowledge deeds, contracts and other writings of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed by them on behalf of said corporation, by its authority duly given, and they acknowledged the said instrument to be the act and deed of said corporation, and by them as its President and Secretary, respectively, thereunto duly authorized, voluntarily done and executed, and that they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, and as their own free and voluntary act as such President and Secretary, respectively, for the uses and the purposes therein set forth.

GIVEN under my hand and notarial seal the day and year first above written.

C. W. ARINE
Notary Public, Hennepin County, Minnesota

NOTARIAL SEAL

C. W. ARINE
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 12th, 1932.

State of Wisconsin } ss.
DEPARTMENT OF STATE
Received this 21st day of
June A. D. 1929 at 11:0
o'clock A.M. and recorded in Vol.
27 of R. R. Mtgs. Etc.
on page 499-511 Inclusive
Robert L. Siebecker
Assistant Secretary of State

STATEMENT OF COMPLIANCE
FORM CPR 11

State of Wisconsin
PUBLIC RECORDS BOARD

AGENCY	DATE
Secretary of State	1984
DIVISION	**REEL NUMBER**
—	27
RECORD SERIES	**DISPOSAL AUTHORIZATION NUMBER**
Railroad Mortgages	

I certify that the film listed above complies with the minimum standards of quality for permanent photographic records, as established by the Public Records Board and that the film was processed and developed in accordance with minimum standards established by the Board.

FILM DEVELOPER AND PROCESSOR

I certify pursuant to Section 16.61 (7) Wisconsin Statutes, that this records series has been photographed on the reels of film listed above.

Douglas LaFollette

HEAD OF AGENCY OR DESIGNATED REPRESENTATIVE

Form CPR 10

State of Wisconsin
PUBLIC RECORDS BOARD

CAMERA OPERATOR'S CERTIFICATE

REEL NUMBER	REDUCTION RATIO	DISPOSAL AUTHORIZATION NUMBER
27	20:1	414:53

CAMERA (TYPE)	(MODEL)	(SERIAL NUMBER)
Recordak	MRC-4	342

TITLE OF RECORD SERIES

Railroad Mortgages

AGENCY

Sec. of State

I certify that I have on this day of 9, 10, 19 84, photographed the above described documents in accordance with the standards and procedures established by Section 16.61 of the Wisconsin Statutes.

ROLL BEGINS WITH	ROLL ENDS WITH
Vol. 27	Vol. 27
	CAMERA OPERATOR: L. N.