

hereof conveyed, mortgaged, pledged, assigned or transferred by the Railway Company or by any one in its behalf, to the Trustee, who hereby is authorized to receive any property at any and all times, as and for additional security, and also, when and as hereinafter provided, as substituted security, for the payment of the bonds issued or to be issued hereunder, and to hold and apply any and all such property subject to the terms hereof.

To Have and to Hold the premises, railways, properties, real or personal, rights franchises, estates, appurtenances, stocks and bonds hereby conveyed and assigned, or intended to be conveyed or assigned, unto the Trustee, its successor or successors and assigns forever; Subject, However, to the condition, that nothing in this indenture is intended, or shall be construed, (2) to limit the right or power of the Railway Company, which hereby expressly is reserved, by the use of its credit, or in any manner other than by the use of bonds issued or to be issued under the provisions of Sections 1 and 2 and 3, or either of them, of Article Two of this indenture, or their proceeds, to construct or acquire lines of railway, branches or extensions, or other property or interests therein, of whatsoever name or nature including stocks and bonds, free from the lien hereof; or (b) subject to the lien of this indenture any hereafter-acquired property of the Railway Company, other than as expressly granted in the granting clauses of this indenture, which shall be purchased, constructed or acquired in any manner other than by the use of bonds issued or to be issued under the provisions of Sections 1 and 2 and 3, or either of them, of Article Two of this indenture, or their proceeds;

BUT IN TRUST, Nevertheless, for the equal, proper and proportionate benefit and security, severally and respectively, of all and every the present and future holders of any and every bond issued under and secured by this indenture, (which hereinafter are termed the first mortgage gold bonds), as well all those presently issued as all hereafter issued in addition thereto or by way of substitution or exchange, in accordance with the terms of this indenture. and for enforcing the payment thereof when payable, in accordance with the true intent and meaning of the stipulations of this indenture and of the said bonds and interest obligations respectively, without preference, priority or distinction, as to lien or otherwise, of any one bond over any other bond, by reason of priority in the execution, delivery or negotiation thereof, and so that each and every bond, issued and to be issued as aforesaid, shall have, under and by this indenture, the same right, lien and privilege as every other bond of the issue; and so that the principal and interest of every such bond shall, subject to the terms hereof, be secured hereby equally and proportionately with every other such bond, as though all had been made, executed, delivered and negotiated simultaneously with the execution and delivery of this indenture; it being intended that the lien and security of all such bonds shall take effect from the day of the date of this indenture, without regard to the date of actual issue, sale or disposition thereof; and so that the lien and security of this indenture, and of all bonds issued hereunder, shall take effect from the day of the date hereof, as though upon such day all such bonds had been actually issued, sold and delivered to, and were then in the hands of, innocent holders for value. And hereby it is expressly covenanted that all such bonds, and the coupons for interest thereon, are to be issued, certified, delivered, received and negotiated, and that the mortgaged and pledged properties and franchises are to be held by the Trustee, subject to the following further covenants, conditions and provisions, viz.: