

To Have and To hold the premises, railways, properties, real or personal, rights, franchises, estates, appurtenances, stocks and bonds hereby pledged, conveyed and assigned, or intended to be pledged, conveyed or assigned, unto the Trustee, its successor or successors and assigns forever;

Subject, however, as to the properties severally embraced therein, or subject thereto, to the several indentures hereinbefore mentioned, and to all other existing rights, liens, charges and claims of record upon and against the railways, properties and franchises hereby pledged, conveyed and assigns, or so intended to be;

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

But in Trust, nevertheless, for the equal, proper and proportionate benefit and security, severally and respectively, of all and every the present and future holders of any and every bond issued under and secured by this indenture, as well all those presently issued as all hereafter issued in addition thereto or by way of substitution or exchange, in accordance with the terms of this indenture, and for enforcing the payment thereof when payable, in accordance with the true intent and meaning of the stipulations of this indenture and of the said bonds and interest obligations respectively, without preference, priority or distinction, as to lien or otherwise, of any one bond over any other bond, by reason of priority in the execution, delivery or negotiation thereof, and so that each and every bond, issued and to be issued as aforesaid, shall have under and by this indenture, the same right, lien and privilege as every other bond of the issue; and so that the principal and interest of every such bond shall, subject to the terms hereof, be secured hereby equally and proportionately with every other such bond, as though all had been made, executed, delivered and negotiated simultaneously with the execution and delivery of this indenture; it being intended that the lien and security of all such bonds shall take effect from the day of the date of this indenture, without regard to the date of actual issue, sale or disposition thereof; and so that the lien and security of this indenture, and of all bonds issued hereunder, shall take effect from the day of the date hereof, as though upon such day all such bonds actually had been issued, sold, and delivered to, and were then in the hands of, innocent holders for value.

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

ARTICLE ONE. Limitations on the Amount and Issuance 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 other then 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, fully paid capital stock of the Railway Company or of a successor corporation.

Whenever hereafter the amount of such fully paid 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 pro-