

the Trustee out of the cash so deposited with it, or out of any cash held by the Trustee pursuant to the provisions of Section 7 of Article Three of this indenture, and directed by the Railway Company to be applied to such purpose, 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; provided, however, that, anything in this paragraph (b) of this Section 5 of this article Three to the contrary notwithstanding, no bond or cash shall be delivered or paid by the Trustee as provided in this paragraph (b) of this Section 5 of this Article Three, upon tender to it of any Northern Pacific-Great Northern Joint 15-Year 6½% Convertible Gold Bonds which shall have been paid, or otherwise shall have ceased to be entitled to the security of the indenture under which such bonds shall have been issued, unless and until the Trustee shall have made arrangements sufficient in its discretion, to enable it to receive in exchange for each \$100, principal amount, of such General Mortgage bonds or deposited cash delivered in respect of such Northern Pacific-Great Northern Joint 15-Year 6½% Convertible Gold Bonds so tendered, certificates (with proper instruments of assignment and transfer) of shares, of the aggregate par value of \$77, or the capital stock of the Chicago, Burlington & Quincy Railroad Company, plus a pro rata proportion of any increase in the capital stock of said Company by way of stock dividend subsequent to July 1, 1921.

Whenever any General Mortgage bonds reserved under this paragraph (b) of this Section 5 of this Article Three, shall be found to be unnecessary for the purposes specified herein, all such bonds, if any, remaining unissued under this paragraph (b), shall become and be subject to issue as bonds of such other series as may be designated by a resolution of the Board of Directors, or the Executive Committee of the Board of Directors, of the Railway Company, and shall be authenticated by the Trustee, and delivered to the Railway Company, for the purposes and subject to the restrictions specified in Section 7 of this Article Three, in addition to the bonds otherwise issuable under said Section 7.

Sec. 6. \$25,000,000, face amount, of General Mortgage bonds, at any time and from time to time after the execution of this indenture, may be executed by the Railway Company, and thereupon, without any further action of the part of the Railway Company other than compliance with the requirements of Section 9 of Article Two of this indenture, shall be authenticated by the Trustee and by it shall be delivered to the Railway Company, or upon its written order.

The bonds forthwith issuable under this Section 6 of this Article Three, and the bonds forthwith issuable under subparagraph (1) of paragraph (a) of Section 5 of this Article Three, <sup>are</sup> for the purpose of reimbursing in part the Railway Company for moneys secured from sources other than from the issuance and sale of bonds (1) expended in the acquisition and construction of properties upon which this indenture is a first lien, or (2) expended since the date of the Railway Company's First and Refunding Gold Bond Mortgage in the construction and acquisition of additions and betterments upon, in connection with, and as incident to, and in the acquisition of equipment for use upon, the Railway Company's lines of railway subject to said last named mortgage.

Sec. 7. General Mortgage bonds may be executed by the Railway Company, and authenticated and delivered, or deposited cash (as the term "deposited cash" is hereafter in this Section defined) may be paid out, by the Trustee to the Railway Company to pay for, or in reimbursement of expenditures (1) made, or to be made, after July 1, 1921, for some one or more of the purposes enumerated in paragraphs (a) to (f), inclusive, and in paragraph (i) of this Section 7 of this Article Three, and (2) at any time made, whether made prior to the date of this indenture, or made, or to be made, subsequent to the date