

YAKIMA BINDERY &amp; P.T.G. CO., 197597

of which, or any part whereof, shall be useful in the operation of the railroads subject to this indenture.

(f) The refundment 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 7 as hereinafter required.

(g) The acquisition of

(1) shares of the capital stock or bonds of the Spokane, Portland and Seattle Railway Company, Great Northern Terminal Railway Company, Montana Eastern Railway Company, Great Falls & Teton County Railway Company, Watertown and Sioux Falls Railway Company, Duluth Terminal Railway Company, Minneapolis Belt Line Company, The Midland Railway Company of Manitoba, and Chelan Electric Company, or any of them; or

(2) the properties, or any part thereof, or interest or rights therein, of said last above enumerated companies, or any of them.

(h) The acquisition of shares of the capital stock of the Chicago, Burlington & Quincy Railroad Company.

(i) The acquisition (at a cost not in excess of the face amount thereof) of General Mortgage bonds of any series issued and to be issued under this indenture.

In case the authentication and delivery of bonds under this Section are called for to reimburse the Railway Company for expenditures previously made for any of the 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 (1) a certified copy of a resolution, opinion of counsel, and authenticated certificate or order of authorization, as provided in Section 9 of Article Two hereof, and (2) certificate or certificates as hereinafter in this Section 7 provided.

Unless the authentication and delivery of bonds under this indenture are called for to reimburse the Railway Company under this Section 7 of this Article Three for expenditures as aforesaid, the Railway Company shall, in addition to complying with the requirements last above stated, 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 written order of the Railway Company an amount of bonds secured by this indenture equal in par/<sup>or face</sup>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 provisions 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 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 certificate or certificates and opinions as hereinafter specified. In case authentication and delivery of such bonds are called for to reimburse the Railway Company for expenditures theretofore made, or in case payment of deposited cash be called for for such reimbursement or for expenditures incurred and forthwith payable, for any of the purposes for which bonds may be issued or deposited cash paid out under the provisions of this Section 7 of Article Three, then, from time to time, such bonds shall be authenticated and delivered, or deposited cash paid, to, or upon the written order of, the Railway Company, accompanied in each case by certificate or certificates stating as follows:

(1) That moneys to an amount specified have been actually expended--or in case payment of deposited cash be ordered for expenditures incurred but not yet paid, that