

opinions of counsel, and other writings, in Section 9 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 cash 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.

Sec. 10. Anything in this indenture to the contrary notwithstanding, the Trustee may, but shall not be required to, authenticate bonds or pay deposited cash to the Railway Company, or upon order of a court of competent jurisdiction, to a receiver of the Railway Company, if an event of default as hereinafter defined in Section 2 of Article Seven shall have happened and be continuing.

#### 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 the series, at such time or times, and on such terms, as the Board of Directors, or the Executive Committee of the Board of Directors, of the Railway Company may determine and as shall be appropriately expressed in each of the bonds of that series, the date of redemption being in every case either the first day of January or the first day of July. In the event the Railway Company shall desire to exercise such right to redeem and pay off all or any part of the bonds of a particular series on any first day of January, or first day of July, in accordance with the right reserved so to do, it shall advertise in two newspapers of general circulation in the Borough of Manhattan, City of New York, at least twice a week for nine successive weeks next preceding such first day of January, or first day of July, a notice that the 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 such first day of January, or first day of July, and that on such first day of January, or first day of July, there will become and be due and payable on each of the bonds so to be redeemed at the office or agency of the Railway Company in the Borough of Manhattan, City of New York, the principal thereof with such premium, if any, as specified in such bonds, together with the accrued interest to such first day of January, or first day of July. The Railway Company will cause a copy of said published notice to be mailed, postage prepaid, at least fifty days prior to such redemption date, to each registered holder of bonds designated for redemption, whose address shall appear on the bond register. 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 first day of January, or first day of July, specified in such notice, at par or with the premium, if any, specified in such bonds, together with the interest accrued from the last matured interest installment. All coupons for interest which shall have matured on or prior to the date of redemption designed in such notice shall continue to be payable to the respective bearers of such coupons.

From and after the date of redemption designated in such notice so advertised (unless the Railway Company shall make default in the 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.