

the execution and delivery of this Indenture, or as soon thereafter as may be, and without any further corporate action on the part of the Railroad Company, by the Trustee certified and delivered to said Louis Fitzgerald, Jacob H. Schiff, T. Jefferson Colledge, Jr., Chauncey M. Depew, Marvin Hughitt and Oliver Ames, constituting the Committee under said Plan and Agreement, dated October 15th, 1895, or upon the written order of a majority of the members of said Committee, and a receipt or written order, signed by the majority of the members of said Committee, their survivors or successors, shall be full acquittance and authority to the Trustee for the certification and delivery of such bonds hereunder. Neither such Committee, nor any member thereof, nor their survivors or successors, shall be accountable for or in respect of the bonds so delivered, or the disposition or use thereof.

Sec. 2. The remainder of the \$100,000,000 of bonds, authorized to be issued under and secured by this Indenture, such remainder amounting to \$8,765,000, shall be held, issued, certified and delivered, or otherwise disposed of, only as follows, viz.:

A. Upon the written order or orders of a majority of the members of said Committee, consisting of Louis Fitzgerald, Jacob H. Schiff, T. Jefferson Colledge, Jr., Chauncey M. Depew, Marvin Hughitt and Oliver Ames, their survivors or successors, the Trustee, from time to time, shall certify and deliver, pursuant to such written order or orders, such portion or portions of said remainder of bonds amounting to \$8,765,000, as shall be specified in such order or orders; and every such order or orders shall be full acquittance and authority to the Trustee for the certification and delivery of such bonds pursuant thereto. Neither such Committee nor any member thereof, nor their survivors or successors, shall be accountable for or in respect of the bonds so delivered or the disposition or use thereof. In case at any time or times said Committee, by written order or orders signed by a majority of the members of such Committee, their survivors or successors, and delivered to the Trustee, shall direct that any portion of said remainder of bonds amounting to \$8,765,000 shall be canceled and shall not thereafter be certified and delivered, then the Trustee shall cancel and return to the Railroad Company the portion of such bonds in and by such written orders or orders