

THIS INDENTURE, Made this 28th day of June A.D. 1909 between the Union Pacific Railroad Company (hereinafter called the "Railroad Company"), a corporation organized and existing under and by virtue of the laws of the State of Utah, party of the first part, and The Equitable Trust Company of New York (hereinafter called the "Trustee") a corporation organized and existing under and by virtue of the laws of the State of New York, party of the second part;

WHEREAS, heretofore and under date June 1, 1908 the Railroad Company executed its First Lien and Refunding Mortgage to the Trustee (and hereafter, pursuant to section 2 of Article Second of said Mortgage, executed to the Trustee a supplemental Indenture under date October 15, 1908 to secure an issue of bonds for an aggregate principal sum not exceeding \$200,000,000 at any one time outstanding; and Whereas, it is provided by the said Mortgage that said binds to the aggregate amount of \$50,000,000 shall be certified and delivered by the Trustee from time to time to the Railroad company, to re-imburse the railroad company for expenditures made by it after the date thereof, for some one or more of the purposes set forth in section 4 of Article second of said mortgage; and Whereas, since the date of said mortgage, the railroad company has expended the sum of \$8,402,234.57 for purposes set forth in said section 4 of Article second of said mortgage, namely in the construction or acquisition of the property, rights, privileges and franchises hereinafter more particularly mentioned and described; and Whereas, the Railroad Company has requested the trustee to certify and deliver to it, to reimburse it for expenditures made on account thereof \$8,402,000 face value of said bonds, being a portion of the \$50,000,000 of bonds reserved to be issued under said section 4 of Article Second of the said Mortgage; and Whereas it is provided by the said mortgage that in order to procure the certification and delivery by the Trustee of bonds for the purpose of reimbursing the railroad Company as aforesaid, there shall be delivered to the Trustee the instruments therein specified, and that in case the expenditures certified to the Trustee, as therein provided shall have been made for the construction or acquisition of additional railroads or branches or extensions or main track, or for the acquisition of real property, or for the purchase of rolling stock or other equipment then in actual use by the railroad company, there shall be delivered to the trustee, a supplemental Indenture duly executed by the Railroad Company to the Trustee specifically subjecting such railroads, branches or extensions, or main track or real property or rolling stock or equipment, as the case may be, to the lien of the said Mortgage, and that at any and all times the Railroad Company will execute and deliver to the Trustee any and all such further assurances or conveyances of the property certified to have been constructed or acquired as aforesaid, as the Trustee shall reasonably direct or require for the purpose of expressly and specifically subjecting the same to the lien of said mortgage and whereas the trustee has directed and required the execution and delivery of this indenture, NOW THEREFORE, This Indenture, Witnesseth: That the railroad company in accordance with the terms and provisions of the said mortgage and in consideration of the premises and of One Dollar to it paid by the Trustee, and in order to secure the payment of the principal and

For release under 85-111-347