

obligations herein provided for, and until so exchanged the temporary bonds shall have the same force and effect as engraved bonds, the said inscription and/or additional interest obligation or obligations. Interest, when and as payable, shall be endorsed on said temporary bonds. The surrendered temporary bonds and the additional interest obligations endorsed thereon shall be forthwith cancelled by the Trustee.

SECTION 10. The definite bonds issued in exchange for such temporary bonds bearing such additional interest obligation or obligations, shall carry the said additional interest obligation or obligations, and in the case of coupon bonds, payable in United States gold coin, the inscription, and in the case of coupon bonds payable in sterling money, the inscription, and in the case of coupon bonds payable in sterling money, the inscription and obligation, in substantially the respective forms hereinabove in Section 2, Section 3, Section 4 and Section 5 of this Article provided.

SECTION 11. Such additional interest obligations attached to coupons shall be authenticated by the engraved fac-simile signature of the present Treasurer or of any future Treasurer of the Railroad Company; and for that purpose the Railroad Company may adopt and use the fac-simile signature of any person who shall have been such Treasurer, notwithstanding the fact that at the time when any bonds bearing the aforesaid additional interest obligations shall be issued, such person shall have ceased to be the Treasurer of the Railroad Company. Such additional interest obligations on registered bonds without coupons or on temporary bonds, the inscription on coupon bonds payable in United States gold coin, and the inscription and obligation on coupon bonds payable in sterling money, shall from time to time be executed on behalf of the Railroad Company by its President or one of its Vice Presidents, or other persons thereunto authorized by its Board of Directors. In case the officers who shall have signed any of such additional interest obligations on coupon bonds shall cease to be such officers of the Railroad Company before the endorsement of the certificate of authentication by the Trustee as herein provided, or before the additional interest obligations or inscriptions are otherwise issued, such additional interest obligations or inscriptions are otherwise nevertheless, be adopted by the Railroad Company, and if such obligations or inscriptions properly issuable, upon the written request of the Trustee, and may be sold by the Railroad Company and obligations shall be certified and delivered by the Trustee, and may be sold by the Railroad Company as though the persons who had signed such obligations or inscription and obligations had not ceased to be such officers.

SECTION 12. The Trustee, pursuant to the provisions of Section 1 of this Article, shall endorse upon any Refunding Bonds issued under the Refunding Mortgage, in definitive or temporary form, and which shall be endorsed with, or shall have attached to the coupons appertaining thereto, the obligation of the Railroad Company to pay additional interest, as herein provided, a supplemental certificate of authentication in substantially the following form:

This is to certify that this bond is one of the bonds described in the Indenture dated as of June 1, 1925, supplemental to the First Lien and Refunding Mortgage, dated June 1, 1908, between Union Pacific Railroad Company and the undersigned, as Trustee.  
THE EQUITABLE TRUST COMPANY OF NEW YORK,  
Trustee.

By: —  
Before endorsing any such supplemental certificate of authentication on any of the Refunding Bonds in coupon form, the Trustee shall cut off and cancel and deliver to the Railroad Company all additional interest obligations attached to coupons then matured.

Only such additional interest obligations endorsed on registered bonds or on coupon bonds payable in sterling money or attached to coupons or coupon bonds or endorsed on temporary bonds shall have been authenticated by the Trustee in substantially the form herein provided, shall be secured by the lien of this Indenture or entitled to any lien, right or benefit hereunder; and such certificate of authentication by the Trustee shall be conclusive evidence that such additional interest obligations have been duly issued hereunder, and that the holder is entitled to the benefit of the trusts hereby created. The Trustee may authenticate the obligations of the Railroad Company to pay additional interest in advance of the registration or record of this Indenture.

#### ARTICLE SECOND.

SECTION 1. The additional interest obligations herein provided for shall constitute a supplemental and separate obligation, entitled to the benefits of this Indenture supplemental to the Refunding Mortgage and secured by lien upon the mortgaged premises, but subject to the prior lien thereon of the principal of, and interest up to four per cent. per annum on, the Refunding Bonds and to the prior lien, so far as the same attaches, of the Railroad Company's First Mortgage, dated July 1, 1897; provided, however, that nothing herein contained shall or shall be deemed to limit or modify in any way the rights and security of the Refunding Bonds as to the principal thereof and interest at the rate of four per cent. per annum thereon.

SECTION 2. The Railroad Company covenants and agrees with the Trustee for the benefit of the holders of each and every of the Refunding Bonds bearing the said additional interest obligation or obligations that it will duly and punctually pay, or cause to be paid, the sum in said obligations promised to be paid, all in gold coin of the United States of America of, or equal to, the present standard of weight and fineness, or in sterling money of the United Kingdom of Great Britain and Ireland, in accordance with the terms, and at the dates and places and in the manner mentioned in said additional interest obligations, according to the true intent and meaning thereof, without deduction for any tax or taxes which the Railroad Company may be required or permitted to pay thereon or to retain therefrom, under any present or future law of the United States of America, or of any state, county or municipality therein. The additional interest obligations attached to coupons shall be payable only upon presentation and surrender of the several additional interest obligations, as such obligations respectively mature; and when and as paid said obligations shall be cancelled by the Railroad Company. The additional interest on registered bonds shall be payable only to the registered owners of the bonds on which said obligations are endorsed.

SECTION 3. The Railroad Company covenants and agrees that it will not, directly or indirectly, extend or assent to the extension of the time for payment of any additional interest obligation secured hereby, and that it will not, directly or indirectly, be a party to any arrangement therefor by purchasing or funding said additional interest obligations, or in any other manner. In case the payment of any such additional interest obligation should be so extended, whether or not by or with the consent of the Railroad Company, such obligation shall not be entitled in case of default hereunder to the benefit or security of this Indenture, except subject to the prior payment in full of all additional interest obligations endorsed on or attached to such bonds or coupons, payment of which has not been so extended; the intention of this agreement being to prevent any accumulation after maturity of additional interest obligations.

SECTION 4. The Railroad Company covenants and agrees that whenever required by the Trustee, upon any grant, conveyance, confirmation, assignment or transfer or the execution and delivery of any instrument or act of further assurance pursuant to the provisions of Section 9 of Article Fourth of the Refunding Mortgage, the Railroad Company will execute and deliver a like conveyance, assignment or transfer or instrument or act of further assurance of the property thereby conveyed, assigned, or transferred, to the Trustee hereunder, subject to the lien of the Refunding Mortgage securing the principal of and interest at the rate of four per cent. per annum on the Refunding Bonds and to the lien, so far as the same attaches, of the Railroad Company's First Mortgage, dated July 1, 1897, in trust for the equal and proportionate benefit of the holders of the additional interest obligations hereby secured.