

and the Trustee shall have refused or neglected to comply with such request within a reasonable time thereafter; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture and to any action for foreclosure or for the appointment of a receiver, or for any other remedy hereunder; it being understood and intended that no one or more holders of additional interest obligations shall have any right in any manner whatever to affect, disturb or prejudice the lien of this Indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of all holders of such additional interest obligations.

#### ARTICLE FIFTH.

SECTION 1. Any part of the mortgaged premises may be released from the lien and operation of this Indenture or disposed of free from such lien, on the conditions and terms, in the manner, and with the limitations and provisions set forth in Article Seventh of the Refunding Mortgage. All releases executed and delivered by the trustee of the Refunding Mortgage, pursuant to the provisions of Article Seventh thereof, for the purpose of releasing property from the lien of the Refunding Mortgage, including such releases executed or executed and delivered prior to the date of this Indenture, but recorded thereafter, shall, whether or not the same refer specifically to this Indenture, operate, ipso facto, to release the property described in such releases from the lien of this Indenture. Any new property acquired by the Railroad Company to take the place of any property released or disposed of hereunder and any funds held by the trustee of the Refunding Mortgage, under said Article Seventh shall become and be subject to the lien of this Indenture as fully as if specifically mortgaged hereby, subject to the prior 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.

#### ARTICLE SIXTH.

SECTION 1. In the event of the redemption of the Refunding Bonds pursuant to the terms of Article Eighth of the Refunding Mortgage, there shall become due and payable on the redemption date, in addition to the principal of the Refunding Bonds and interest due thereon pursuant to the terms of the Refunding Mortgage, and at the places and in the currency as provided in the Refunding Mortgage, the accrued additional interest on any bonds bearing the additional interest obligation, and thereupon the Railroad Company shall pay such additional interest, upon the presentation of the additional interest obligation or obligations. The notice to be published pursuant to Section 1 of Article Eighth of the Refunding Mortgage, shall state in addition to the requirements of said Section 1 the intention of the Railroad Company to pay the accrued additional interest hereby secured.

SECTION 2. Unless default shall be made in the payment after presentation of the said additional interest obligations, all interest shall cease to accrue upon such bonds after the date of redemption specified in the notice given as required in said Section 1 of Article Eighth of the Refunding Mortgage and Section 1 of this Article, and the additional interest obligations attached to coupons for interest subsequent to that date shall be and become void.

SECTION 3. On the deposit with the Trustee of the amount necessary to redeem all the additional interest ~~amount necessary to redeem all~~ the additional interest obligations then outstanding, together with proof satisfactory to the Trustee of the due mailing and publication of the notice required by Section 1 of this Article, and the payment to the Trustee of its reasonable compensation, expenses and disbursements in connection with the said additional interest obligations then unpaid, the Trustee shall cancel and satisfy this Indenture.

#### ARTICLE SEVENTH.

SECTION 1. The Equitable Trust Company of New York, as Trustee, party hereto of the second part, hereby accepts the trusts in this Indenture declared and provided, and agrees to perform the same upon the terms and conditions hereinbefore set forth.

SECTION 2. In default of any agency of the Railroad Company, or the designation of a bank or trust company in the Borough of Manhattan in the City of New York, where presentation of additional interest obligations for payment and notices and demands in respect thereof may be served, any such presentation or demand may be made and notices served at the office of the Trustee.

SECTION 3. In order to facilitate the recording of this Indenture, the same may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF Union Pacific Railroad Company, the party of the first part, has caused these presents to be signed and acknowledged by its President or a Vice-President, and its corporate seal to be hereunto affixed, and the same to be attested by its Secretary or an Assistant Secretary, and The Equitable Trust Company of New York, the party of the second part, has caused these presents to be signed and acknowledged by its President or a Vice-President, and its corporate seal to be hereunto affixed, and the same to be attested by its Secretary or an Assistant Secretary, all as of the day and year first above written.

SEAL Corp.

UNION PACIFIC RAILROAD COMPANY,  
by Henry W. Clark  
Vice-President.

Attest:

Edwin M. Kinder

Assistant Secretary.

Signed, Sealed and Delivered in the presence of:

Arnold C. Sherwood

Henry Roth.

THE EQUITABLE TRUST COMPANY OF NEW YORK.

BY Lyman Rhoades.  
Vice-President.

Cert.

SEAL

Attest:

J. Y. Robbins,

Assistant Secretary.

Signed, Sealed and Delivered in the presence of

E. G. Clarke

C. Buckler.

STATE OF NEW YORK,)

COUNTY OF NEW YORK)

I, J. B. Maxwell, a notary public in and for said county in the State aforesaid, duly appointed, qualified and commissioned as such, and duly authorized to take and certify acknowledgments of deeds or conveyances of lands, tenements and hereditaments in said State, do hereby certify that on this 29th day of September, A. D. 1923, before me personally and in person appeared and came Henry W. Clark, a Vice-President, and Edwin M. Kinder, an Assistant Secretary of Union Pacific Railroad Company, the corporation described in and which executed the foregoing instrument as party of the first