

MORTGAGE RECORD 85

SECTION 7. At any time and from time to time (but subject to the provisions of Section 9 of this Article Two), the Railroad Company, on or after the surrender to the Trustee and cancellation of any Bonds previously authenticated hereunder, in every case with all unpaid appurtenant coupons, may execute and deliver to the Trustee and thereupon, in accordance with the written request of the Railroad Company, the Trustee shall authenticate, and on the written order of the Railroad Company deliver, in exchange for the Bonds so cancelled, a like aggregate principal amount of Bonds, of any series, then existing or then constituted. The Bonds and coupons so cancelled shall, upon the written request of the Railroad Company, be delivered by the Trustee to the Railroad Company or cremated and a certificate or certificates of cremation shall be delivered to the Railroad Company by the Trustee.

SECTION 8. Within twelve months before the maturity of any Bonds at the time outstanding, or on or after the call for redemption of any Bonds at the time outstanding (but subject to the provisions of Section 9 of this Article Two), the Railroad Company may execute and deliver to the Trustee and thereupon, in accordance with the written request of the Railroad Company, the Trustee shall authenticate, and on the written order of the Railroad Company deliver, Bonds of any series then existing or then constituted for an aggregate principal amount not exceeding the principal amount of the Bonds so about to mature or so called for redemption, upon the surrender to the Trustee of all said Bonds with all unpaid appurtenant coupons or the deposit with the Trustee of an amount in money equal to the principal amount or the redemption price (exclusive of accrued interest), as the case may be, of any of said Bonds not so surrendered and making provision satisfactory to the Trustee for the payment of interest on the Bonds so about to mature to the date of maturity or on the Bonds to be redeemed to the date of redemption. Upon delivery thereafter from time to time to the Trustee, for cancellation, of any of the Bonds so paid or redeemed, the Trustee shall repay to the Railroad Company out of the moneys so deposited with the Trustee an amount equal to the principal amount, or the redemption price (exclusive of accrued interest), as the case may be, of the Bonds so surrendered. All Bonds so surrendered to the Trustee, shall, if not already cancelled, be cancelled by it, and all said surrendered Bonds when cancelled shall, on the written request of the Railroad Company, be delivered to the Railroad Company or cremated and a certificate or certificates of cremation shall be delivered to the Railroad Company by the Trustee.

Bonds in respect of which money has been deposited with the Trustee under the provisions of this Section 8 or under the provisions of Article Four hereof shall not be deemed outstanding in connection with any limitation on the total authorized amount of Bonds hereunder.

SECTION 9. No Bonds shall be authenticated and delivered or moneys paid under the provisions of Sections 7 or 8 of this Article Two in respect of Bonds which shall have been retired by the operation of any sinking fund or by the use of any moneys deposited with the Trustee pursuant to Article Ten hereof.

ARTICLE THREE.

SUPPLEMENTAL INDENTURES.

SECTION 1. The Railroad Company, when authorized by resolution of its Board of Directors, and the Trustee, from time to time and at any time, subject to the restrictions in this Indenture contained, may, and when so required by this Indenture shall, enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof and be binding upon the holders of all Bonds then outstanding or hereafter to be outstanding hereunder, for any one or more of the following purposes:

(a) To correct the description of any property hereby granted, conveyed, assigned and transferred, or intended so to be, or to grant, convey, assign and transfer to and in favor of the Trustee, subject to such liens or encumbrances and to such appropriate provisions, not inconsistent herewith, as shall be therein specifically described, additional property or properties real, personal or mixed, including stock or other securities;

(b) to provide for the issue under this Indenture of particular series of Bonds convertible, at the option of the holders thereof, into the capital stock of the Railroad Company or a successor corporation, at such times and upon such terms and conditions as in such supplemental indenture shall be stated;

(c) to provide for the issue under this Indenture of particular series of Bonds payable at the option of the holders at any place or places in the United States of America in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts, or at any place or places in foreign countries, in such coin or currency of the United States of America or in foreign currencies current at such places of payment, or only in such foreign currencies; to prescribe rates of exchange in respect to Bonds payable in foreign currencies and provisions for redemption, exchange, registration and transfer thereof and appropriate provisions to conform to the requirements of law or commercial usage in the country or countries in which such Bonds may be made payable; and to prescribe the form of, and other regulations relating to the issue of, such Bonds;

(d) to provide a sinking fund for the purchase, payment or redemption of any of the Bonds other than Bonds of Series A upon such terms and conditions as in such supplemental indenture shall be stated;

(e) to evidence the succession of another corporation to the Railroad Company, or successive successions, and the assumption by any successor corporation of the covenants and obligations of the Railroad Company in the Bonds and in this Indenture or any supplemental indenture contained;

(f) to make such provisions in regard to matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture and which shall not impair or endanger the security of the same;

and the Trustee shall be fully protected in accepting and entering into any supplemental indenture pursuant to this Section 1 as aforesaid in reliance upon a certificate signed by the President of the Railroad Company, stating such facts as may be pertinent to the right of the Trustee to accept and enter into such supplemental indenture and upon an opinion of General Counsel of the Railroad Company stating that the execution of such supplemental indenture is authorized by the provisions of this Section 1.

SECTION 2. In addition to the power and authority given under the foregoing Section 1 of this Article Three, any of the provisions of this Indenture or any indenture supplemental hereto may be amended, repealed or modified in the manner set forth in this Section 2, provided, that no such amendment, repeal or modification shall (a) alter or impair the obligation of the Railroad Company, which is absolute and unconditional, to pay the principal of and interest on every Bond at the time and place and at the rate and in the currency prescribed therein, without the consent of the holder of such Bond, or (b) permit the creation by the Railroad Company of any mortgage, or lien in the nature of a mortgage, on any part of the mortgaged property, ranking prior to or pari passu with the lien of this Indenture, unless the creation of such mortgage or lien be consented to by the holders of all outstanding Bonds or (c) reduce the percentage required by the provisions of this Section 2 for taking any action hereunder.

Whenever the Railroad Company shall desire any such amendment, repeal or modification of any of the provisions of this Indenture or any indenture supplemental hereto, it shall file with the Trustee a copy of a proposed supplemental indenture embodying the amendment, repeal or modification (herein referred to, generally, as "alteration") desired, accompanied by a copy of a resolution of the Board of Directors of the Railroad Company, certified by its Secretary under its corporate seal, requesting the Trustee to call a meeting of the holders of the Bonds affected by the proposed alteration for the purpose of considering and acting upon such proposed supplemental indenture. Notice specifying the purpose, place, date and hour of such meeting shall be published at least once in each of four successive calendar weeks in one newspaper, printed in the English language, and customarily published on each business day and of general circulation in the Borough of Manhattan, City of New York, and in one newspaper customarily published on each business day and of general circulation in each of the other cities (if any) in which the principal or interest of any of the then outstanding Bonds affected by the proposed alteration may be payable in accordance with the terms thereof, the first publication in any such newspaper to be not less than sixty and not more than ninety days prior to the date fixed for the meeting; provided, that such first publication may be less than sixty, but not less than thirty, days prior to the date fixed for the meeting, if