

MORTGAGE RECORD 85

all the covenants and conditions of this Indenture.

SECTION 2. In case any other corporation shall be consolidated with the Railroad Company, or in case the Railroad Company shall be merged into any other corporation, or in case the mortgaged property of the Railroad Company as an entirety, or substantially as an entirety, shall become vested in some other corporation, the corporation formed by such consolidation or into which the Railroad Company shall have been merged, or which shall have become vested with the mortgaged property of the Railroad Company as an entirety, or substantially as an entirety, upon executing and delivering to the Trustee an indenture to the effect provided by Section 1 of this Article Thirteen, or, in case of Federal reincorporation, the Federal corporation, upon executing and delivering to the Trustee a proper indenture to the Trustee in form satisfactory to the Trustee whereby said Federal corporation shall expressly assume the due and punctual payment of the principal and interest of all the Bonds and the performance of all the covenants and conditions of this Indenture, shall succeed to and be substituted for the Railroad Company, with the same effect as if it had been named herein as the party of the first part hereto, and such corporation may thereupon cause to be signed and may issue, either in its own name or in the name of the Railroad Company, any or all of the Bonds which shall not theretofore have been executed by the Railroad Company and delivered to the Trustee, and the Trustee, upon the order of such corporation, in lieu of the Railroad Company, and subject to all the terms, conditions and restrictions herein prescribed, shall authenticate any and all Bonds which shall have been previously signed by the officers of the Railroad Company and delivered to the Trustee for authentication, and any of such Bonds which such corporation shall thereafter cause to be signed and delivered to the Trustee as aforesaid for that purpose. All Bonds so issued shall in all respects have the same legal rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said Bonds had been actually issued by the Railroad Company as of the date of the execution hereof.

SECTION 3. For every purpose of this Indenture, including the execution, issue and use of any and all the Bonds, the term, the Railroad Company, includes and means not only the Railroad Company, but also any such successor corporation. Every such successor corporation shall possess, and from time to time may exercise, each and every right and power hereunder of the Railroad Company, in its name or otherwise, and any act or proceeding by any provision of this Indenture required to be done or performed by any board or officer of the Railroad Company may be done and performed with like force and effect by the like board or officer of any corporation that shall at the time be such lawful successor of the Railroad Company.

ARTICLE FOURTEEN. SUNDRY PROVISIONS.

SECTION 1. All the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Railroad Company, shall bind its successors and assigns, whether so expressed or not.

SECTION 2. Except where the context otherwise requires,

(a) the word Trustee shall mean the trustee for the time being under this Indenture, whether original or successor;

(b) the words, Bonds, coupons, bondholders and holders, shall include both the singular and plural number, and the word Bonds shall include the coupons appertaining thereto;

(c) the words, holder and bondholder, shall include the registered owner of a registered Bond;

(d) the word, majority, shall mean majority in principal amount;

(e) the words, outstanding Bonds, shall mean the Bonds theretofore authenticated and delivered by the Trustee and not thereafter cancelled, except Bonds which shall have become due or been called for redemption and payment duly provided for, provided, however, that for the purpose of determining the amount of Bonds required to give any notice or direction to or make any request upon the Trustee hereunder, the words, outstanding Bonds, or similar expression, shall not be deemed to include Bonds known to the Trustee to be owned by the Railroad Company or by any corporation directly or indirectly controlled by the Railroad Company, whether or not pledged.

SECTION 3. Except as otherwise provided in this Indenture, any request, demand, election, order or other communication of the Railroad Company required to be delivered to the Trustee hereunder, shall be sufficient if signed on behalf of the Railroad Company by its President under its corporate seal, attested by its Secretary.

Anything in this Indenture to the contrary notwithstanding, the Chairman of the Board of Directors or Chairman of the Executive Committee or any Vice-President of the Railroad Company may sign any request, demand, election, order or certificate or other communication authorized or required to be delivered to the Trustee hereunder and to be signed by the President of the Railroad Company, either alone or with other officers of the Railroad Company; and similarly the Assistant Controller, Treasurer or any Assistant Treasurer of the Railroad Company may sign any such document authorized or required to be signed by the Controller of the Railroad Company, either alone or with other officers of the Railroad Company; any Assistant Secretary of the Railroad Company may sign, certify or attest any such document authorized or required to be signed, certified or attested by the Secretary of the Railroad Company, either alone or with other officers of the Railroad Company; the Western General Counsel, the General Solicitor, General Attorney, Assistant General Counsel or an Assistant to the General Counsel of the Railroad Company may sign any such document authorized or required to be signed by the General Counsel of the Railroad Company, either alone or with other officers of the Railroad Company.

Anything in this Indenture to the contrary notwithstanding, any request, demand, election, order or other communication or action authorized or required to be made or taken by the Board of Directors of the Railroad Company or to be evidenced by resolution of the Board of Directors of the Railroad Company may be made or taken by the Executive or other committee of the Board of Directors of the Railroad Company having authority so to do under the by-laws of the Railroad Company and may be evidenced by resolution of the Executive or such other committee of the Board of Directors of the Railroad Company.

SECTION 4. In order to facilitate the recording of this Indenture, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts, or so many thereof as the Railroad Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

This Indenture is dated June 1, 1940, and is executed as of said date for convenience only, and shall be valid and effective for all purposes upon the execution and delivery hereof.

ARTICLE FIFTEEN. PARTIES IN INTEREST.

Nothing in this Indenture expressed or implied is intended, or shall be construed, to confer upon, or to give to, any person or corporation, other than the parties hereto and the holders of the Bonds, any right, remedy or claim, under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Railroad Company shall be for the sole and exclusive benefit of the parties hereto and of the holders of the Bonds. The Chase National Bank of the City of New York, the 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.

IN WITNESS WHEREOF, Union Pacific Railroad Company, the party of the first part, has caused these presents to be signed and acknowledged by the Chairman of its Executive Committee of the Board of Directors and its corporate seal to be hereunto affixed, and the same to be attested by its Secretary, and The Chase National Bank of the City of New York, the party of the second part, has caused these presents to be signed and acknowledged by one of its Vice-Presidents and its corporate seal to be hereunto affixed, and the same to be attested by one of its Assistant Cashiers as of the day and year first above written.

Attest:
E. G. SMITH
Secretary.

(CORPORATE SEAL)

UNION PACIFIC RAILROAD COMPANY,
by F. W. CHAMBERLAIN
Chairman of Executive Committee.