

Central Pacific Railroad Company
and

D O Mills and Ogden Mills, Trustees

This Indenture made this 23rd day of November in the
year of our Lord one thousand eight hundred and ninety
six, between the Central Pacific Railroad Company, a

Railroad Corporation duly organized under and in pursuance of the laws of the State of California
party of the first part, and D O Mills, and Ogden Mills, Trustees as hereinafter stated, parties of the
second part. Witness: Whereas the said Central Pacific Railroad Company executed and
issued a series designated as "Series E" amounting in the aggregate to three thousand nine hundred
and ninety seven (3,997) of its first mortgage bonds for one thousand dollars (1,000) each, payable
to the holder thereof, in the City of New York, on the first day of January and one thousand eight
hundred and ninety seven (January 1st 1897) with interest thereon at the rate of six per cent per annum
payable semi-annually on the first day of July and January in each year, principal and interest
payable in United States gold coin at par, dollar for dollar: and Whereas to secure the payment
of the said bonds of Series E and four other series of such first mortgage bonds designated as Series
E Series G Series H and Series I respectively, the said Central Pacific Railroad Company
executed a mortgage or deed of trust to D O Mills and William E Barron, then of the City of
San Francisco, bearing date the first day of January and eighteen hundred and sixty seven (January
1, 1867) by which mortgage the said Company conveyed to the said Mills and Barron, in trust,
for the use and benefit of the holders of said several series of bonds, its railroad eastwardly of the
eastern boundary line of the State of California, and the rolling stock, fixtures and franchises thereof
as by said mortgage will more fully appear: and Whereas, thirty nine hundred and ninety seven
(3,997) of said bonds designated as Series E are still outstanding, and the principal of said bond
is, by the terms hereof, to become due on the first day of January eighteen hundred and ninety
seven (January 1st 1897): and Whereas, the said Railroad Company, party of the first part,
herein, is desirous of extending and postponing the time for the payment of the principal of the said
thirty nine hundred and ninety seven (3,997) of said bonds, designated as Series E but
meanwhile to pay interest on such principal at a rate lower than the rate of six per cent
per annum, named in said bond, but with the right to pay off or redeem the same as hereinafter
provided: and Whereas, the owners of some of the said thirty nine hundred and ninety seven
(3,997) bonds, designated as Series E are willing that the time for the payment of the principal
sum thereof should be extended and postponed and that meanwhile the interest on said principal
sum should be less than said six per cent, provided always that the payment of the said
principal sum and of whatever interest is to be thereafter due thereon, shall be and continue to
be secured by said mortgage of January first, eighteen hundred and sixty seven (January
1st 1867) to the same extent that the principal of said bond and the interest thereon are now
secured thereby; and provided, further, that the powers and rights of the Trustees and bondholders
under said mortgage and Indenture or deed of further assurance, in case of and default by
said Railroad Company, and in every other case, shall continue and remain unchanged,
except as herein provided, subject to the right of the Railroad Company to redeem or pay
the same as hereinafter provided: and Whereas William E Barron, one of the Trustees of said mortgage
dated the first day of January, eighteen hundred and sixty seven (January 1, 1867) has died
and Ogden Mills has been duly appointed in his place as a Trustee under said mortgage, and
the said D O Mills and Ogden Mills are now the Trustees thereunder -
Now therefore, the said Railroad Company, party of the first part, and as consolidated, and the
said D O Mills and Ogden Mills, Trustees as aforesaid, parties of the second part, have mutually
covenanted and agreed together as follows:
First, The said Railroad Company covenants and agrees with the said parties of the second part,
and with the owners and holders of the said thirty nine hundred and ninety seven (3,997) bonds of
one thousand dollars (1,000) each that if the said owners or holders will present their bonds at

the office of Speyer & Company, in the City of New York, or at the office of Speyer Brothers, in the City of London, or at the office of Loz Speyer Ellissen, in the City of Frankfurt-on-the-main, or at the office of Teixeira de Mattos Brothers, in the City of Amsterdam at any time on or before a date to be fixed by the said Railroad Company, the said Railroad Company, in consideration of the agreement of the owner or holder of said bond that the payment of the principal thereof shall be extended and postponed so that it shall become due on the first day of January A.D. one thousand eight hundred and ninety eight, and that the rate of interest thereon in the meantime shall be reduced as hereinafter prescribed, will (until such bonds of "Series E" to the amount - at their par value of \$2,997,000 shall have been so extended) extend such bonds by agreeing to pay said principal sum on said first day of January, one thousand eight hundred and ninety eight in United States gold coin and interest thereon meanwhile at the rate of five per cent per annum, payable semi annually in such United States gold coin on the first days of July 1897, and January 1898, it being understood and agreed that the amount to be set apart from the net income of its Railroad and paid into the sinking fund for the first mortgage bond secured by said mortgage shall be in the year 1896 and 1897, the sum of fifty thousand; and it being further understood and agreed that the extended bonds may be paid off and redeemed at any time at par and interest at the rate of six per centum per annum from January 1, 1897, in gold coin of the United States, less such interest accrued subsequent to that date as may have been paid thereon before such redemption thereof. Said Railroad Company will also execute an agreement with the owner or holder of said bond for the benefit of himself and of subsequent owners or holders thereof, in the following general form, to be affixed to said bond.

Extension of Central Pacific Railroad Company's first mortgage bond "Series E"

In pursuance of and in accordance with the terms of an agreement dated the 23rd day of November, eighteen hundred and ninety six, between the Central Pacific Railroad Company and D. O. Mills and Ogden Mills, Trustees under the first mortgage of the said Railroad Company, dated January first eighteen hundred and sixty seven (January 1, 1867) made to secure its bonds, designated as Series E (of which series of bonds the bond to which this agreement is attached is one and numbered - and also to secure the bond of other series, designated as Series F "Series G" "Series H" and Series I" and in consideration of the assent heretofore given by the owner of said bond to the terms of said agreement, and that the payment of the principal of said bond shall be extended and postponed until the first day of January, one thousand eight hundred and ninety eight, and that the rate of interest thereon in the meantime shall be reduced as hereinafter prescribed, the said Central Pacific Railroad Company has agreed and hereby agrees to pay the said principal sum on said first day of January, one thousand eight hundred and ninety eight in United States gold coin, and meanwhile to pay interest thereon at the rate of five per cent per annum payable semi annually in such United States gold coin on the first days of July 1897 and January 1898 at the agency of the Company in the City of New York, on presentation and delivery, as they severally become due, of the interest warrants or coupons which are or are to be annexed hereto, it being understood and agreed that the amount to be set apart from the net income of the Railroad and paid each year into the Sinking Fund for said bonds of "Series E" "Series F" "Series G" "Series H" and "Series I" in the years 1896 and 1897 is to be fifty thousand dollars. It is further agreed that said bond of "Series E" may be paid off and redeemed at any time at par and interest at the rate of six per centum per annum from January 1st 1897, in United States gold coin, less such interest accrued subsequent to that date, as may have been paid thereon before such redemption thereof. It being distinctly covenanted and agreed that neither said bond nor any of the terms thereof is in any way changed except as herein expressly provided, and that the principal and interest thereon are secured by the said mortgage to the same extent

as they would respectively have been secured thereby if by the terms thereof the principal had not been due until January first, one thousand eight hundred and ninety eight, with interest thereon at the rate of six per cent per annum until January first, eighteen hundred and ninety seven, and at the rate of five per cent per annum thereafter until January first, one thousand eight hundred and ninety eight. In witness whereof the said Company has caused its corporate seal to be affixed and attested by its assistant Secretary and these presents to be signed by one of its Vice Presidents this 11th day of December eighteen hundred and ninety six.

Said Railroad Company will also cause said bonds to be stamped as follows -
Extended by Mutual Consent to January 1st 1898 as per agreement and coupons attached
Second The said Railroad Company further covenants and agrees that it will cause to be executed and annexed to such extension agreement, so affixed to each of said bonds, sheets of interest warrants or coupons, with the name of its Secretary engraved thereon, representing the installments of interest to become due upon such bond at the rate of five per cent per annum in United States gold coin on the first day of July eighteen hundred and ninety seven (July 1st 1897) and the first day of January eighteen hundred and ninety eight (January 1st 1898) but subject to the right of redemption of such bonds heretofore presented -

Third It is further covenanted and agreed between the parties hereto that the said mortgage dated January first, eighteen hundred and sixty seven (January 1, 1867) shall continue and remain as a lien for the payment of the principal and all interest on all of said extended thirty nine hundred and ninety seven (3997) bonds designated as Series E which shall be extended and stamped by the assent of the owners thereof, as heretofore; provided, as if by this agreement had not been made and the bonds had not been extended and stamped, and that the powers and rights of the Trustees and bondholders under said mortgage in case of any default by said Company in the payment of principal or interest on these bonds, or in any other case, shall continue and remain unchanged; and, if for any reason the same should not so continue and remain, then this agreement shall not be obligatory upon the parties of the second part hereto, and none of the owners or holders of said bonds shall be considered to have assented or agreed to the extension thereof -

Fourth The said parties of the second part accept the trusts created or continued for the benefit of the holder of each and all of the said bonds that shall be extended and stamped as herein before provided -

In witness whereof, the said Central Pacific Railroad Company has caused its corporate seal to be affixed to these presents and attested by its Secretary, and the same to be signed by its President under the resolution of the Board of Directors thereof adopted at the City of San Francisco the 23rd day of November in the year of our Lord one thousand eight hundred and ninety six and the said parties of the second part have herewith set their hands and seals the day and year first above written

Central Pacific Railroad Company
by Isaac L. Regna President

attest Wm Thompson
Secretary
D O Mills
Ogden Mills
Trustees

Seal

Seal

Seal

State of New York
City and County of New York } ss

On this 1st day of December in the year 1896 before me William Skelton, a Notary Public in and for the City and County aforesaid, personally appeared D O Mills and Ogden Mills to me known and known to me to be the persons described in and who executed the within instrument as Trustees and they acknowledged to me that they executed

the same as said Trustees -

(Seal)

William Schellaber Notary Public, New York County

State of California }
City and County of San Francisco } ss

On this 23rd day of November A.D. 1896 before me E. P. Ryan, a Notary Public in and for the City and County of San Francisco, duly commissioned and sworn, personally appeared Isaac L. Lequa known to me to be the President and W. M. Thompson known to me to be the Secretary of the Central Pacific Railroad Company the Corporation described in and who executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same -

In witness whereof I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written

(Seal)

E. P. Ryan
Notary Public

in and for the City and County of San Francisco, State of California

Recorded at the request of W. F. Herrin Dec 14 A.D. 1897 at the 15th Minis post 1 pm

W. J. Spinnat Recorder.

E. L. ... ?