

the parties of the second part any further reasonable conveyance which may be necessary to effectuate the objects of this trust and especially for the conveyance of any property hereafter acquired and comprehended in the description contained in the premises and the said parties of the first part further covenant that the money borrowed upon the security hereof of the said income bonds shall be applied to the legitimate wants of the said road, but nothing herein contained shall prevent the parties of the first part from selling hypothecating or otherwise disposing of any city, county, or other securities received or to be received in payment for stock or otherwise or any land or other property of the parties of the first part not necessary to be retained for the road way or depot grounds or required for the construction and convenient use of said road nor from collecting moneys due thereon for stock or otherwise, provided the same shall be in like manner applied and provided also that no default shall have been made in the payment of the interest or principal of the above described bonds. And it is further stipulated and agreed that the parties of the first part may apply any money or personal property belonging to them to the construction and repairs of said road or to its current expenses or to the purchase of necessary machinery or to the payment of its debts or to furnishing and supplying said road, and that all things which may be received or acquired thereby shall issue to and be held by the parties of the second part upon the trusts herein declared.

And it is further mutually agreed that in case of the death, mental incapacity or resignation of the party of the second part then the office of Trustee shall then become vacant and all the rights, powers and authority conferred by this deed or these authorities shall cease and determine. And when a vacancy shall occur by such determination of the trust, power and authority of the said Trustee or his successor the same shall be filled by appointment to be made by the District Court of the United States for the Eastern District of Virginia or by one of the Circuit Courts of Virginia, which shall have jurisdiction to make the appointment, or by the highest Court or one of the highest Courts of Virginia, which shall have ^{such} jurisdiction or will exercise the power of appointment on the application of the parties of the first part. And if the said parties of the first part fail to make such application for thirty days after the occurrence of such death, mental incapacity, or resignation and after they shall have had an opportunity to apply to one of the said Courts, then the holders of a majority of the said bonds may make such application to any of said Courts or to any Court which shall have jurisdiction of the subject upon notice to the President of said Company or to one of the Directors thereof. Provided that if the post filled by the said Richard H. Chamberlaine or his successor shall become vacant the same shall be filled by the appointment of some other citizen or citizens of the said City of Norfolk. And all the rights, powers and authority hereby conferred upon the said original trustee, shall then and there devolve upon and be vested in his successor so appointed, but if the same shall be necessary the said parties of the first and second parts, or either of them shall execute any necessary releases or conveyances for that purpose.

Witness the signature of Francis Mallory, the President of the said Norfolk and Petersburg Rail Road Company and Corporate Seal of the Company hereof, and also the signature and seal of the said party of the first part,

Seal

F. Mallory, Jr.

R. H. Chamberlaine