

## MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTO. CO. 187997

## ARTICLE FIVE

## PROVISION WITH RESPECT TO REDEMPTION OF GENERAL MORTGAGE BONDS

In the event of the redemption of any bonds pursuant to the provisions of ARTICLE FOUR of the Mortgage, the Railway Company may, on or before the date designated for such redemption, deposit in trust with the Trustee an amount in cash sufficient to redeem all of the bonds so to be redeemed. Upon such deposit and upon making arrangements satisfactory to the Trustee for the giving of notice of such redemption in accordance with the provisions of said ARTICLE FOUR, the bonds so called for redemption shall thereafter not be considered as outstanding under the terms of the Mortgage or any Supplemental Indenture providing for their issuance nor entitled to the benefits of the provisions thereof, and the rights of the holders of such bonds shall be limited to the right to receive, in accordance with the provisions of such bonds, the Supplemental Indenture providing for their issuance or the resolutions of the board of directors or executive committee of the Railway Company authorizing their issuance and to the extent not inconsistent therewith, the amount payable in respect of such bonds on the redemption date.

## ARTICLE SIX

## CONCERNING THE TRUSTEE

The Trustee hereby accepted the trust herein declared and provided and agrees to perform the same upon the terms and conditions in the Mortgage set forth and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Railway Company or for or in respect of the recitals contained herein, all of which recitals are made by the Railway Company solely. The Trustee shall be under no obligation to see to the filing, registration or recording of this Supplemental Indenture or to the refiling, reregistration or rerecording thereof but the Railway Company covenants to effect when and as may be required by law the filing, registration or recording and the refiling, reregistration or rerecording hereof. The Trustee may authenticate and deliver any of the Series K, L and M Bonds herein provided for without waiting for any such filing, registration, recording or refiling, reregistration or rerecording. In general, each and every term and condition contained in Article Twelve of the Mortgage shall apply to and form a part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions as may be appropriate to make the same conform to this Supplemental Indenture.

## ARTICLE SEVEN

## EXECUTION IN COUNTERPARTS

THIS SUPPLEMENTAL INDENTURE may be executed simultaneously in several 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.

## ARTICLE EIGHT

This is a Supplemental Indenture to the Mortgage, executed pursuant to the provisions thereof, and each and every part of this supplemental Indenture and each and every covenant contained herein shall be and become a part of the Mortgage and each of the covenants and obligations of the Railway Company herein contained shall be, except as herein otherwise provided, subject to the provisions of said Mortgage.

IN WITNESS WHEREOF, GREAT NORTHERN RAILWAY COMPANY, the party hereto of the first part, has caused this Supplemental Indenture to be signed and acknowledged or proved by its President, the Assistant to the President or a Vice President and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant