

In case at any time it shall become necessary, or, in the judgment of the Trustee, shall be for the interest of the holders of bonds hereby secured, or for the benefit of the mortgaged property, that the Railway Company shall make changes or alterations in, or substitutions of, any leases, trackage rights or contracts by which the Railway Company shall have secured access to any point or points, the Railway Company, with the written consent of the Trustee, may make any such changes, alterations or substitutions, and may make, or cause to be made, executed and delivered, all such instruments in writing as may be proper and necessary to carry out and perfect any and all changes, alterations, or substitutions, authorized in this section.

At the same time, provision shall be made by instruments in writing satisfactory to the Trustee, so that such modified, altered or substituted leases, contracts or trackage rights, forthwith shall become bound by, and be subject to, the terms of this indenture in the same manner, as the prior leases, contracts and trackage rights.

#### ARTICLE EIGHTH.

Section 1. The Railway Company, at all times shall be at liberty to contract for the sale of any parcel or parcels of the said lands granted by Congress, as aforesaid, to the Northern Pacific Railroad Company (whether or not heretofore patented) and conveyed by, or subject to the lien of, these presents, at such prices, and upon such terms of payment, as shall not, within twenty days after the Railway Company shall have given notice thereof in writing to the Trustee, be disapproved by the Trustee as unreasonable and improper; and such sale or sales may be for cash or on credit, or partly for cash and partly on credit; and similarly the Railway Company may make any compromises or settlements with purchasers in respect of lands now or hereafter sold. Upon the sale or sales of any of said lands, and upon receipt of the proceeds of such sale or sales, the Trustee, by deed or deeds executed by it, or its authorized attorney, shall release the lands so sold from the lien created hereby, so that the purchaser or purchasers thereof shall take and hold the same free from any encumbrance existing by reason of these presents. If any such sale or sales be made on credit, in whole or in part, there shall be made with the purchaser or purchasers a duplicate agreement in writing for the conveyance of the lands so sold to such purchaser or purchasers, his or their heirs or assigns, when full payment therefor shall have been made, as in such agreement in writing stipulated; and the Trustee shall receive the duplicate originals of all such agreements executed on the part of the purchaser or purchasers, and by itself, or by the Land Commissioner of the Railway Company, shall hold the same. The Trustee shall receive all moneys paid upon such purchase or purchases, subject only to deductions for expenses as hereinafter provided, and shall hold all moneys so received for the purposes, and upon the trusts, herein provided, in respect to the proceeds of the sales of lands; and upon full payment of the purchase money, or upon compromise or settlement therefor as aforesaid, the Trustee, in manner aforesaid, shall release the lands so sold and paid for, from the lien created and existing by reason of these presents; or, if, for any reason, it shall be expedient to accept from the purchaser a bond and mortgage for the amount of the purchase money left unpaid, the Trustee, in manner aforesaid, may release the lands so sold from the lien and incumbrance of these presents, upon receiving the cash portion of the purchase money, and the personal bond of the purchaser for the remainder, conditioned in double the amount of the unpaid portion of the purchase price for the payment of the same, in installments or otherwise, within a period not exceeding ten years from the date of such purchase, with interest thereon, payable semi-annually, together with a purchase money mortgage on said land to secure the payment of such bond, and with the approval of the Trustee the Railway Company may make any compromise or settlement with any obligor upon any such bond.