

cremation and no bonds shall be issued in place thereof under the Mortgage.

The Trustee shall not in any event be liable for the payment of the principal of, or interest on, any Series N or O Bonds called for redemption as herein provided except to the extent that it shall have funds in its hands either in the sinking fund or paid to it by the Railway Company for that purpose.

SECTION 6. The Railway Company covenants to pay the compensation and expenses of the Trustee in administering said sinking fund as provided herein, including the cost of advertisement of redemption notices and any other advertisements.

SECTION 7. No sinking fund monies shall be applied by the Trustee to the purchase or redemption of bonds during the continuance of an event of default under the Mortgage of which the Trustee shall have notice; but any monies in such sinking fund at the time when such notice shall have been received by the Trustee shall be held as additional security for the payment of Series N and O Bonds.

#### ARTICLE FOUR

##### CONTINUATION OF LIMITATION UPON THE ISSUANCE OF BONDS

The Railway Company covenants that the covenants contained in Article FOUR of the Supplemental Indenture dated as of July 1, 1944 to the Mortgage shall be continued in full force and effect but without extension of their scope, until all of the Series N and O Bonds shall have been paid or retired in full, or adequate provision satisfactory to the Trustee shall have been made for their payment and to this end the provision contained in said Article FOUR of said Supplemental Indenture to the effect that at such time as all of the Railway Company's General Mortgage Gold Bonds, Series K, L and M, shall have been paid or retired in full or adequate provision satisfactory to the Trustee shall have been made for their payment, said covenants shall become null and void and of no further effect, shall be deemed to be by this Supplemental Indenture appropriately modified.

#### ARTICLE FIVE

##### CONCERNING THE TRUSTEE

The Trustee hereby accepts 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 in order to protect the rights hereunder of the holders of the Series N and O Bonds, the filing, registration or recording and the refiling, reregistration or rerecording hereof. The Trustee may authenticate and deliver any of the Series N and O 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.