

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 re-filing, 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 R Bonds, the filing, registration or recording and the refiling, reregistration or rerecording hereof. The Trustee may authenticate and deliver any of the Series R 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 SIX

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 SEVEN

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 as heretofore supplemented 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 as so supplemented.

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 Secretary, and The First National Bank of the City of New York, party of the second part, has caused these presents to be signed and acknowledged or proved by its President or a Vice President and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Cashier or an Assistant Cashier, all as of the day and year first hereinabove written.

(Corporate Seal)

Attest:

N. Stockhammer
Assistant Secretary.

(Corporate Seal)

Attest:

J. K. Mickle
Assistant Cashier.

Great Northern Railway Company,

By V. P. Turnburke
Assistant to the President.

The First National Bank of the City of
New York,

By R. G. Fuller
Vice President.