Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Fifth Supplemental Indenture other than as set forth in the Mortgage; and this Fifth Supplemental Indenture is executed and accepted by the Trustees subject to all of the terms and conditions set forth in the Mortgage as fully to all intents as if the same were set forth herein at length.

ARTICLE V

Miscellaneous.

Section 1. The Mortgage is hereby amended and supplemented further by adding to Section 2 of Article XVII of the Original Mortgage, immediately following clause (iv) of said Section, the following:

"provided, further, that, without the consent of the holders of all Bonds of Series C, as evidenced by appropriate legends endorsed thereon, no such modification or alteration shall:

(i) permit the creation by the Company of any mortgage or other lien in the nature of a mortgage ranking prior to or on a parity with the lien of the Mortgage or of any indenture supplemental thereto with respect to any property covered thereby, otherwise than as expressly permitted by the Mortgage; or

(ii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds; or

(iii) alter or impair the obligation of the Company to pay the principal sum or the interest or premium, if any, specified in any Bonds at the places and in the manner specified therein or in any interest coupon appertaining thereto; or

(iv) extend the time of payment of the principal sum of, or the time or times of payment of any interest on, the Bonds of Series C;"

All of the other terms, conditions and provisions of the Mortgage, unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this Fifth Supplemental Indenture. The Mortgage as supplemented by this Fifth Supplemental Indenture, the lien thereof and the security afforded thereby,

are in all respects ratified and confirmed; and the Mortgage and this Fifth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 2. Nothing in this Fifth Supplemental Indenture is intended or shall be construed to confer upon or give to any person, firm or corporation other than the parties hereto and the holders from time to time of the Bonds or coupons issued under the Mortgage any security, right, remedy or claim, legal or equitable, under or by reason of this Fifth Supplemental Indenture or under or by reason of any covenant, condition or provision herein contained; and this Fifth Supplemental Indenture and all covenants, conditions and provisions herein contained are and shall be held to be for the sole and exclusive benefit of the parties hereto and the holders from time to time of the Bonds and coupons issued under the Mortgage and secured thereby.

Section 3. All covenants, promises and agreements in this Fifth Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

Section 4. This Fifth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 5. This Fifth Supplemental Indenture is dated as of February 1, 1958, although executed and delivered on the date of the acknowledgment hereof by the Corporate Trustee.

In Witness Whereof, Chicago, Rock Island and Pacific Railroad Company, the party of the first part, has caused this Fifth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereto and the same to be attested by its Secretary; The First National Bank of Chicago, one of the parties of the second part, has caused this Fifth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereto and the same to be attested by one of its Assistant Secretaries; and Joseph C.