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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 Seventh Supplemental Indenture. The Mortgage as supplemented by this Seventh Supplemental Indenture, the lien thereof and the security afforded thereby, are in all respects ratified and confirmed; and the Mortgage and this Seventh Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. Nothing in this Seventh 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 and coupons issued under the Mortgage any security, right, remedy or claim, legal or equitable, under or by reason of this Seventh Supplemental Indenture or under or by reason of any covenant, condition or provision herein contained; and this Seventh 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 Seventh Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

SECTION 4. This Seventh 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 Seventh Supplemental Indenture is dated as of July 1, 1962, although executed and delivered on the date of the acknowledgment hereof by the Corporate Trustee.

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IN WITNESS WHEREOF, CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, the party of the first part, has caused this Seventh Supplemental Indenture to be signed and acknowledged by its President or one of its Vice Presidents and its corporate seal to be affixed hereto, and the same to be attested by its Secretary or its Assistant Secretary; THE FIRST NATIONAL BANK OF CHICAGO, one of the parties of the second part, has caused this Seventh 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. WILLIAMS, one of the parties of the second part, has hereto set his hand and seal. Executed and delivered in the City of Chicago, State of Illinois, as of the first day of July, 1962.

CHICAGO, ROCK ISLAND AND PACIFIC  
RAILROAD COMPANY

(CORPORATE SEAL)

Attest:

*Joseph C. Williams*  
Vice President

*J. J. G. G. G.*  
Secretary

In the presence of

*J. J. G. G.*  
*T. E. Bartlett*