

incurred by the Trustees after the satisfaction thereof arising out of or based upon, any matter connected with the trust created by the Mortgage.

SECTION 2. All moneys deposited with the Corporate Trustee pursuant to Section 1 of this Article XVIII shall be held in trust and applied by it, subject to the provisions of Section 4 of this Article XVIII, to the payment to the holders of the Bonds and coupons of all sums due and to become due therein for principal and interest and premium, if any.

SECTION 3. Upon the satisfaction and discharge of the Mortgage, all moneys then held by any paying agent under any provision of the Mortgage shall be paid to the Corporate Trustee, and thereupon such paying agent shall be released from all further liability with respect to such moneys.

SECTION 4. Any moneys deposited by the Company with the Corporate Trustee or with any paying agent for the payment of the principal of, or the premium or interest on, any Bond which shall remain unclaimed by the holder of the Bond or coupon entitled to receive the same for 10 years after the date upon which the principal of such Bond shall have become due and payable (upon redemption or otherwise) shall be repaid to the Company on demand; and the holder of any Bond or coupon entitled to receive such payment shall thereafter look only to the Company for the payment thereof; provided, however, that (a) before any such repayment may be made, the Trustees, at the expense of the Company, shall cause to be published once a week for two successive calendar weeks (in each case on any day of the week) in a Daily Newspaper in the City of Chicago, State of Illinois, and in a Daily Newspaper in the Borough of Manhattan, City and State of New York, a notice that said moneys have not been claimed and that after a date named therein any balance of said moneys then remaining will be returned to the Company; and (b) the amount of such repayment shall be limited to the balance of such moneys unclaimed at the close of business on such date.

Trustees upon such default or may authorize the holders of not less than a majority in aggregate principal amount of the Outstanding Bonds to waive such default and prescribe limitations on such rights of waiver; and

(c) To cure any ambiguity or to correct or supplement any provision contained in the Mortgage which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under the Mortgage as shall not be inconsistent with the provisions of the Mortgage and shall not adversely affect the interest of the Bondholders.

The Trustees are hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained and to accept the conveyance, transfer and assignment of any property thereunder, but the Trustees shall not be obligated to enter into any such supplemental indenture which, in their opinion, affects the Trustees' own rights, duties or immunities under the Mortgage or otherwise.

Any supplemental indenture authorized by the provisions of this Section 1 may be executed by the Company and the Trustees without the consent of the holders of any of the then Outstanding Bonds, notwithstanding any of the provisions of Section 2 of this Article XIX.

SECTION 2. Subject to the provisions of Section 4 of Article XIII, with the consent (evidenced as provided in Section 1 of Article XIII) of the holders of not less than 66 2/3% in aggregate principal amount of the then Outstanding Bonds to be directly affected thereby, and with the approval of the Interstate Commerce Commission or other public regulatory body having jurisdiction in the premises, the Company, when authorized by a resolution of its Board of Directors, and the

ARTICLE XIX

SUPPLEMENTAL INDENTURES

SECTION 1. The Company, when authorized by a resolution of its Board of Directors, and the Trustees may at any time and from time to time enter into an indenture or indentures supplemental hereto for one or more of the following purposes:

(a) To convey, transfer and assign to the Trustees and subject to the lien of the Mortgage, with the same force and effect as though included in the granting clauses hereof, additional property then owned by the Company, acquired through consolidation, merger, purchase or otherwise;

(b) To evidence the succession of another corporation to the Company, or successive successions, and the assumption by the successor corporation of the covenants, agreements and obligations of the Company pursuant to Article XII;

(c) To set forth the terms and provisions of any series of Bonds to be issued hereunder and the form of the Bonds and coupons of such series;

(d) To add to the covenants of the Company such further covenants for the protection of the mortgaged property and the Bondholders as the Board of Directors and the Corporate Trustee shall consider to be for the protection of the Bondholders and to make the occurrence and continuance of a default under any of such additional covenants a default permitting the enforcement of all or any of the several remedies provided in the Mortgage; provided, however, that in respect of any such additional covenant, such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement of said remedy or remedies upon such default or may limit the remedies available to the

Trustees, at any time and from time to time, by entering into an indenture or indentures supplemental hereto, may modify or alter in any manner any of the provisions of the Mortgage or the rights of the holders of the Bonds and coupons to be directly affected thereby or the rights and obligations of the Company, except as provided in Section 3 of this Article XIX; provided, however, that no such modification or alteration shall:

(i) alter or impair the obligation of the Company to pay the principal amount or the interest specified in any Bonds at the places and in the manner specified therein or in any interest coupon appertaining thereto without in each case the consent of the holders of all Bonds affected thereby; or

(ii) 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 with respect to any property covered thereby except as in the Mortgage otherwise expressly provided; without in each case the consent of the holders of all Outstanding Bonds; or

(iii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds, without in each case the consent of the holders of all Outstanding Bonds;

and provided, further, that no such modification or alteration shall affect the rights, duties, or immunities of the Trustees without the written consent of the Trustees.

It shall not be necessary for the consent of the Bondholders under this Section 2 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

SECTION 2. Subject to the provisions of Section 4 of Article XIII, with the consent (evidenced as provided in Section