

1 of Article XIII) of the holders of not less than 75% in aggregate principal amount of all of the then Outstanding Bonds, 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 Trustees at any time and from time to time by entering into an indenture, or indentures supplemental hereto, may extend to any fixed or determinable date the time or times of payment of the principal of or the time or times of payment of any Fixed Interest or any unpaid accumulations of Contingent Interest on all of the Bonds of any or all series at the time outstanding for a period of not exceeding 25 years beyond the original date of maturity of the principal of such Bonds.

Section 4. Upon the request of the Company, accompanied by a Certified Resolution authorizing the execution of any supplemental indenture pursuant to Sections 2, or 3 of this Article XIX, and upon the filing with the Corporate Trustee of evidence of the consent of Bondholders as aforesaid, the Trustees shall join with the Company in the execution of such supplemental indenture.

Section 5. Upon the execution of any supplemental indenture pursuant to the provisions of this Article XIX, the Mortgage shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under the Mortgage of the Company, the Trustees and the holders of Bonds of all series outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of the Mortgage for any and all purposes.

Section 6. Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article XIX may bear a notation in form approved by the Corporate Trustee as to any matter provided, for in such supplemental indenture. If the Company or the Corporate Trustee shall so determine, new Bonds so modified as to conform, in the opinion of the Corporate Trustee and the Board of Directors, to any modification of the Mortgage contained in any such supplemental indenture may be prepared by the Company, authenticated by the Corporate Trustee and delivered without expense to the holders of Bonds of the same series then outstanding, upon surrender of such Bonds accompanied, in the case of coupon Bonds, by all unmatured coupons and all unpaid matured coupons which shall be appurtenant thereto, the new Bonds so issued to be of the same series and of an aggregate principal amount equal to the aggregate principal amount of those so surrendered.

ARTICLE XX MISCELLANEOUS

Section 1. The same officer or officers of the Company, or the same engineer, accountant or counsel or other person, as the case may be, need not certify to all the matters required to be certified under the provisions of any Article or Section of the Mortgage, but different officers, engineers, accountants, counsel or other persons may certify to different matters respectively.

Section 2. Each Officers' Certificate or Opinion of Counsel required to be given responsive to a specified condition or covenant provided for in the Mortgage shall include: (i) a statement that the person making such certificate or giving such opinion has read such covenant or condition; (ii) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and (iii) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Section 3. Except as otherwise expressly provided herein, nothing in the Mortgage or in any of the Bonds by coupons, express or implied, 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 the Mortgage, or under or by reason of any covenant, condition or stipulation herein contained; and the Mortgage 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 hereunder.

Section 4. The Company shall be entitled to obtain from the Corporate Trustee from time to time such certificates and statements of the latter as to matters related to the Mortgage which are within its knowledge as the Company shall find it necessary or advisable to file with the corporate trustee of the First Mortgage for any of the purposes thereof.

Section 5. The Mortgage 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 6. The Mortgage shall be effective by order of the Court in the reorganization proceedings hereinbefore mentioned as of 12:01 A. M., Central Standard Time, on January 1, 1948, 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 the Mortgage 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 NORTHEAST TRUST COMPANY, one of the parties of the second part, to evidence its acceptance of the trust hereby created, has caused the Mortgage 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 GALE F. JONXEROS, one of the parties of the second part, to evidence his acceptance of the trust hereby created, has hereto set his hand and seal.