

the Indenture the valid and binding obligation of the New Company and to make this Indenture a valid and binding mortgage, deed of trust and agreement for the security of the Bonds and coupons have been done and performed;

Now, THEREFORE, this Indenture of Joint Mortgage WITNESSETH :

That for and in consideration of the premises and the advantages and benefits to the New Company in having Bonds made available to it for its proper corporate purposes, and in consideration of the acceptance of Bonds by the holders thereof, and of the sum of Ten Dollars (\$10.00) lawful money of the United States of America to the New Company duly paid by the Trustee at the time of delivery of this Indenture of Joint Mortgage, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and premium, if any, on all the Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the interest on all of such Bonds when and as the same shall become payable, and to secure the performance and observance of all the covenants and conditions therein, herein and in the Indenture contained, and in order to charge with such payment and with such performance and observance the premises, railroads, railroad property and appurtenances, rights, privileges, franchises, estates, leaseholds, securities, and other property, real and personal, hereinafter described, the New Company has executed and delivered this instrument and has mortgaged, pledged, granted, given, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over and by these presents does mortgage, pledge, grant, give, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustee, and to its successor or successors in the trust and assigns :