

thereof, and of the sum of Ten Dollars (\$10.00) lawful money of the United States of America to the Companies duly paid by the Trustee at the time of delivery of this Indenture, 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 this 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 and herein 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, herein-after described, the Companies have executed and delivered this Indenture and made and entered into the covenants herein contained, except where otherwise specified or where the context otherwise requires, as the joint and several covenants of each and all of them and have mortgaged, pledged, granted, given, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over and by these presents do 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:

FIRST: All right, title and interest of each of the Companies on the date hereof in the lines of railroad described in Part I of Exhibit C which is annexed hereto and made a part hereof.

SECOND: All right, title and interest of each of the Companies on the date hereof in, to, or under all the leases and agreements as amended, modified or renewed from time to time granting the right to use lines of railroad or appurtenant facilities owned by others described in Part II of said Exhibit C.