

and the New Company is a railroad corporation, at least 75% of its capital stock has become so subject to the lien of the Indenture, and the Companies have duly given their consent; and

WHEREAS, the New Company desires to provide for (i) the refunding of Pledged Subsidiary Bonds or Prior Lien Bonds, (ii) the making of additions to, and extensions and betterments of, railroads and other properties of the New Company and its Affiliates and (iii) the acquisition of additional properties, and desires to borrow money for such purposes and for its other proper corporate purposes; and in order that First and General Mortgage Bonds may be available to it for such purposes the New Company desires to join in and become a party to the Indenture as of the date hereof ("date hereof" as used herein meaning the date of this Indenture of Joint Mortgage hereinabove set forth) and become a "Company" thereunder on the terms and conditions herein and in such Indenture stated and to assume obligation with respect to the Bonds and such action and the creation of the mortgage imposed hereby have been duly approved by resolutions adopted by the stockholders and the Board of Directors of the New Company; and

WHEREAS, the terms defined in § 1.01 of the Indenture are used herein with the meanings specified in said § 1.01 unless the context shall otherwise require or unless such terms shall be otherwise herein defined; and

WHEREAS, all acts and things prescribed by law and by the by-laws of the New Company have been duly performed and complied with and the New Company has executed this Indenture of Joint Mortgage in the exercise of legal right, power and authority in it vested, and all things necessary to make the assumption of obligation with respect to the Bonds issued and to be issued under