

New Company used for operation of or appurtenant to any lines of railroad at any time subject to the lien of the Indenture; and the right to the use of all facilities of such types along the lines of railroad at any time subject to the lien of the Indenture.

FIFTH: All right, title and interest of the New Company in and to all Equipment now or hereafter owned by, or the title to which is vested in, the New Company, and all right, title and interest of the New Company in and to all Equipment now or hereafter leased to or possessed by the New Company under any Equipment Agreement, provided, however, that Equipment of the nature described in Granting Clause Eleventh shall not become subject to the lien of the Indenture except pursuant to the provisions of said Granting Clause Eleventh or Granting Clause Twelfth.

SIXTH: The shares of capital stock owned by the New Company below described:

[Here describe the capital stock of any of the Companies, Pledged Subsidiaries or Lessor Corporations owned by the New Company.]

SEVENTH: The obligations owned by the New Company below described:

[Here describe the funded debt of any of the Companies, Pledged Subsidiaries or Lessor Corporations owned by the New Company.]

EIGHTH: All additions, betterments and improvements to the lines of railroad of the New Company at any time subject to the lien of the Indenture, to the property of the New Company appurtenant to any such lines of railroad of the nature described in Granting Clause Third, to any of the facilities of the New Company subject to the lien of the Indenture of the nature described in Granting Clause Fourth and to Equipment of the New Company at any time subject to the lien of the Indenture.