

AND THE NEW COMPANY DOES FURTHER COVENANT AND DECLARE that the New Company does hereby join in and become a party to the Indenture and that the New Company, jointly and severally with the other Companies, will duly and punctually pay or cause to be paid the principal of and premiums, if any, and interest on the Bonds, at the time and place or places and in the manner prescribed in the Bonds and the New Company shall perform, comply with and observe each of the other covenants, conditions, terms and provisions of the Indenture as fully and to the same extent as if the New Company had been a party to and executed the Indenture on the date thereof.

THE CHASE MANHATTAN BANK, party of the second part hereto, upon and subject to the terms and conditions herein and in the Indenture set forth, hereby accepts the trusts in this Indenture of Joint Mortgage declared and provided, and it is executing this Indenture for the sole purpose of evidencing its acceptance of said trusts upon said terms and conditions.

IN WITNESS WHEREOF, _____, the party of the first part, has caused this Indenture to be signed and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and THE CHASE MANHATTAN BANK, as Trustee, the party of the second part, has caused this Indenture to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested