

at its own cost and expense will cause this agreement to be filed and recorded pursuant to law in all of the public offices in which the General Lien Mortgage has been filed and recorded.

Therefore

The Trustees shall not be responsible in any manner whatsoever for the recitals herein or in the New Bonds contained all of which are made by the Railroad Company solely and no statement of fact herein or in the New Bonds contained is to be deemed the statement of the Trustees.

The rights, duties, privileges and exemptions of the Trustees as set forth in Article Ten of the General Lien Mortgage and elsewhere in said mortgage shall extend to and be ascertainable to the Trustees and each of them in the construction and interpretation of this agreement and in respect of any action taken hereunder.

The foregoing covenants and agreements are made in Trust nevertheless for the common and equal use benefit and security of all and singular the person or persons firm or firms, bodies politic or corporate, who shall from time to time be holders of any of the New Bonds or coupons and without preference of any of said bonds over any of the others by reason of priority in the time of issue or negotiation thereof or otherwise however.

Subject to the terms, provisions and stipulations in the New Bonds contained and for the uses and purposes and upon and subject to the terms, conditions, provisions and agreements in the General Lien of Mortgages and in this agreement expressed and declared.

In Witness Whereof the Railroad Company and the Trust Company have caused their