

Company, respectively, shall attach upon, merge in, and be preserved to them and for their benefit by the said mortgage deed or mortgages, so to be executed by the Company as aforesaid, as fully and completely for all and every purpose whatsoever, as though the said outstanding first mortgage bonds so issued by the Atlantic Company and also by the Parry Sound Company, respectively, had been severally and specifically secured by the said mortgage or mortgages for securing the due payment of the first mortgage bonds authorized to be issued by this agreement; and whenever and so soon as the said outstanding bonds so issued by the Atlantic Company and by the Parry Sound Company, respectively, shall from time to time have been paid, redeemed, exchanged, as aforesaid, and surrendered to the trustees for the time being of the said mortgage deed or mortgages so to be executed by the Company, then such bond or bonds shall thereupon by the trustees be cancelled and defaced and delivered by the trustees to the Company.

That a copy of any such mortgage deed or mortgages certified to be a true copy by the Secretary of State or by his deputy, shall be received as *prima facie* evidence of the original in all courts of justice without proof of the signatures or seals upon such original, or of the matters therein certified to.

That the Company hereby undertakes to assume and carry out the obligation of the Parry Sound Company to deliver to John R. Booth first mortgage bonds and debentures to the amount of six million six hundred thousand dollars, bearing interest at the rate of five per cent per annum from the date of said obligation, and shall issue and deliver to John R. Booth said bonds, or such part or parts thereof as have not been already issued and delivered to him.

That all conveyances, assignments and deeds (if any), necessary for carrying out completely all the terms and objects of this agreement, or of the amalgamation hereby made or intended so to be, shall be executed by the proper officers of the respective parties hereto, or by such of them as it may be deemed necessary; and the corporate powers of the respective companies, parties hereto, shall not cease until the final completion and carrying out of the terms and objects of this agreement, and of the amalgamation hereby made or intended so to be.

In witness whereof the parties hereto have hereunto affixed their corporate seals by the hands of their respective presidents and secretary-treasurers, the day and year first above written.

THE OTTAWA, ARNPRIOR AND PARRY SOUND RAILWAY COMPANY,  
Signed, sealed and delivered } By C. J. BOOTH,  
in presence of } *President.*  
JOHN CHRISTIE. } [SEAL.]

A. W. FLECK,  
*Secretary-Treasurer.*

CANADA ATLANTIC RAILWAY COMPANY,

C. J. BOOTH,  
President.  
[SEAL.]

A. W. FLECK,  
*Secretary-Treasurer.*