

THIRTEENTH. All other property of every kind and description, real, personal or mixed, now owned by the Company or in which it now has any right, title or interest, including all property of every kind and description acquired by the Company from the trustees of the Debtor's property, and from the several corporations and trustees described in the third paragraph of the preambles of the Mortgage.

FOURTEENTH. All property which may now or at any time hereafter be subject to the lien of the Company's General Mortgage, it being the intention that the Mortgage shall constitute a lien prior to the lien of the General Mortgage on all property which may at any time be subject to the lien of said General Mortgage, except moneys held in trust by the corporate trustee of the General Mortgage under any of the provisions thereof.

FIFTEENTH. All rents, issues, tolls, profits and other income from the premises and property herein or hereafter mortgaged, and conveyed or assigned, or intended so to be.

SIXTEENTH. All Securities (as defined in Article I) now owned or hereafter acquired by the Company.

SEVENTEENTH. All of the Company's right, title and interest in and to a judgment entered July 9, 1946, in Consolidated Civil Action No. 2239 in the District Court of the United States for the Southern District of Texas, Houston Division, in favor of Joseph B. Fleming and Aaron Colson, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, Debtor, against Burlington Rock Island Railroad Company in the principal sum of \$9,829,922.23, and such lien on the property of said Burlington Rock Island Railroad Company as may have been created by the abstracting and recording of such judgment.

EIGHTEENTH. All other property which from time to time hereafter shall be constructed or acquired by the Company,

whether or not such property is particularly described in the Mortgage or required to be specifically subjected to the lien of the Mortgage pursuant to any provisions hereof; provided, however, that if the Company shall acquire substantially all of the properties of any other corporation, such properties shall be subject to the lien of the Mortgage only to the extent and under the conditions provided in Article XI.

For the purposes of the foregoing granting clause First to EIGHTEENTH, inclusive:

(1) The word "Property" shall be deemed to include property of every kind and description, whether real, personal, or mixed, whether tangible or intangible, and whether of present or future interests, including, without limitation, franchises, leaseholds, stocks, bonds and other securities;

(2) The "Company's lines of railroad" shall be deemed to include any main or branch or cut-off lines of railroad, and any and all main, branch, second, spur, side, industrial, switch, connecting, storage, yard, terminal, passing and shop tracks and turnouts, which the Company may own, hold, lease or jointly or over which the Company may operate or have any right to operate under any lease, franchise or operating agreement;

(3) Out of the grants hereby made, the first day of the term of each leasehold estate (whether created orally or by written instrument) now or hereafter enjoyed by the Company is hereby exempted and reserved, whether falling within the general or particular description of property herein described;

(4) It is not intended to subject to the lien hereof, and this grant shall not be deemed to apply to, any additional line of railroad, or Securities of corporations owning the same, or Equipment and other property hereafter acquired by the Company, representing in addition to the Company's lines of railroad, unless such additional line of railroad (a) is less than 10 mile miles in length, or (b) parallels or constitutes an alternate route

for then existing routes used by the Company's railroad system, or (c) is acquired through the issuance of Bonds or General Mortgage Bonds or the use of the proceeds thereof or the use of moneys deposited with the Corporate Trustee under any provision of the Mortgage or with the corporate trustee of the General Mortgage under any provision thereof;

(5) It is not intended to subject to the lien hereof, and this grant shall not be deemed to apply to

(a) any rents, issues, tolls, profits or other income from the premises and property herein or hereafter mortgaged and conveyed or assigned, or

(b) any cash, government securities, federal, state or local, or bills, notes or accounts receivable (except cash, government securities or bills, notes or accounts receivable deposited or required to be deposited with the Corporate Trustee pursuant to any of the provisions of the Mortgage), or

(c) any materials or supplies, or

(d) any Special Securities, as defined in Article I, unless and until one or more of the Events of Default enumerated in Section 2 of Article XV hereof shall have occurred; but, upon the occurrence of any such Event of Default, all such rents, issues, tolls, profits and other income, cash, government securities, bills, notes and accounts receivable, materials and supplies and Special Securities shall immediately become subject to the lien hereof to the extent permitted by law;

(6) The provisions of the Mortgage, including those in the foregoing granting clause First to EIGHTEENTH, inclusive, shall be construed, and the lien of the Mortgage at any time shall be determined, in conformity with the following restrictions and rules of construction, which shall prevail over any other provision of the Mortgage in the event of any inconsistency therewith:

(a) Subject to the limitations of Article XI, the provisions of the Mortgage which may reasonably

be construed to subject to the lien of the Mortgage property which may be acquired hereafter by the Company, or in which the Company hereafter may acquire an interest, shall be construed as applying to such property, and a liberal scope and effect shall be given to such provisions.

(b) Nothing in the Mortgage, express or implied, is intended or shall be construed to limit the right or power of the Company, which is hereby expressly reserved, to acquire any property or interest therein subject to liens or charges existing thereon at the time of the acquisition thereof, or to create any purchase money mortgage, or other lien or charge on such property or interest in order to finance the cost thereof, or to extend the term of or to refund any such lien or purchase money mortgage.

(c) Nothing in the Mortgage, express or implied, is intended or shall be construed to limit the right or power of the Company, which is hereby expressly reserved, to consolidate with or merge into, or to convey or lease the mortgaged property as a whole, or substantially as a whole, to another corporation or corporations, or to merge another corporation or corporations into the Company or to acquire property, as a whole or substantially as a whole, of another corporation or corporations, all as provided and with these exceptions and upon the terms and conditions set forth in Article XI hereof.

(d) Nothing in the Mortgage, express or implied, is intended or shall be construed to limit the right or power of the Company, which is hereby expressly reserved, to subject to an Equipment Obligation (by transfer to a trustee hereunder, or otherwise) any Equipment constructed or acquired for its use, at any time within two years from the date the same is so constructed or acquired, if such Equipment Obligation is created for the purpose of providing for, or reimbursing the Company for, in whole or in part, the cost of such construction or acquisition, and if