

(17) With Arkansas & Memphis Railway Bridge and Terminal Company, dated March 2, 1914, for a term of 50 years, covering the use of a railroad and bridge over the Mississippi River at Memphis, Tennessee.

(18) With 1938 Euclid, Inc. (formerly Atchison and Eastern Bridge Company), dated June 25, 1930, for a term expiring December 31, 1950, covering the use of railroad bridge across the Missouri River and appurtenant trackage at Atchison, Kansas.

(C) Agreements relating to switching roads, freight transfer yards, etc.:

(1) With The Belt Railway Company of Chicago, dated November 1, 1912, for a term expiring September 1, 1962, covering the use of freight switching belt tracks and facilities at Chicago, Illinois.

(2) With Calumet Western Railway Company, dated June 6, 1901, for a term of 50 years and thereafter until cancelled on one year's notice, covering the use of railroad and of freight switching facilities at South Chicago, Illinois.

(3) With Iowa Transfer Railway Company, dated January 4, 1906, for a term of 50 years, covering the use of freight switching and transfer yards at Des Moines, Iowa.

(4) With Minnesota Transfer Railway Company, pursuant to provisions of the By-Laws of said Company, covering the use of freight switching and transfer yards at Minneapolis, Minnesota.

(5) With The Denver Market & Produce Terminal, Inc., dated April 23, 1908, for an indefinite period, covering the use of joint fruit and produce terminal facilities at Denver, Colorado.

(6) With Oklahoma City Junction Railway Company, dated November 23, 1943, for an indefinite period, covering the use of railroad and freight switching facilities at Oklahoma City, Oklahoma.

by indenture or indentures supplemental hereto, or other instruments of transfer, may be expressly conveyed, mortgaged or pledged, delivered, assigned or transferred to the Trustees hereunder by the Company or by a successor corporation, or with its consent by anyone in its behalf, as and for additional security or substitute security for the Bonds issued and to be issued hereunder, the Trustees being hereby authorized at any time and at all times to receive such conveyance, mortgage, pledge, delivery, assignment or transfer and to hold and apply any and all such properties subject to the trusts of the Mortgage; provided that any such conveyance, mortgage, pledge, delivery, assignment or transfer made pursuant to the provisions of this granting clause Twelfth, as and for additional security or substituted security, may be made subject to any liens, reservations, limitations, conditions, and provisions, consistent with the provisions of the Mortgage, which shall be specified or set forth in such supplemental indenture or instrument of transfer.

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 preamble of the Mortgage.

Fourteenth. All property which may now or at any time hereafter be subject to the lien of the Company's First Mortgage, it being the intention that the Mortgage shall constitute a lien junior to the lien of the First Mortgage on all property which may at any time be subject to the lien of said First Mortgage.

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.

Sixth. Any and all right, title and interest of every name and nature of the Company in and to any and all telegraph, telephone or other communication facilities; and the rights and agreements covering the rights to the use of any and all telegraph, telephone or other communication facilities along the Company's lines of railroad, as they may be used from time to time or subject to use by the Company.

Seventh. Any and all corporate rights, powers, franchises, privileges and immunities now owned or possessed by the Company.

Eleventh. All property of every kind and description which may hereafter be acquired by the Company and which (a) shall be acquired in replacement of, or substitution for or shall constitute additions, betterments or improvements to any property now or hereafter owned by the Company and subject to the lien of the Mortgage or which may at any time become subject to the lien of the Mortgage, or (b) shall be appurtenant to or acquired for use upon or in connection with any of the Company's lines of railroad or for use upon or in connection with any other property, real or personal, which may at the time be subject to the lien of the Mortgage, or (c) shall be acquired in whole or in part through the issuance or by the use of the proceeds of Bonds issued under the Mortgage or First Mortgage Bonds issued under the First Mortgage, or by the use of moneys deposited with the Corporate Trustee under any provision of the Mortgage or with the corporate trustee of the First Mortgage under any provision thereof, or (d) by any provision of the Mortgage the Company is required to convey, mortgage, pledge, assign or transfer to the Trustees hereunder.

Twelfth. All property of every kind and description, in addition to that above described, which, at any time hereafter,

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 Cause No. Civil Action No. 2229 in the District Court of the United States for the Southern District of Texas, Houston Division, in favor of Joseph M. Fleming and Aaron Odum, 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 \$9,829,922.27, 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 XII.

For the purposes of the foregoing granting clauses 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