(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 15, 1939, 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, 1945, for an indefinite period, covering the use of railroad and of freight switching facilities at Oklahoma City, Oklahoma.

EIGHTH. 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 such facilities along the Company's lines of railroad, as they may be used from time to time or subject to use by the Company.

NINTH. Any and all corporate rights, powers, franchises, privileges and immunities now or hereafter owned or possessed by the Company which now or at any time hereafter may be necessary for or appurtenant to the use, operation, management, maintenance, renewal, alteration or improvement of the Company's lines of railroad or of any other property now or hereafter subject to the lien of the Mortgage.

TENTH. 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 Prior Lien Bonds issued under a Prior Lien, or by the use of moneys deposited with the Corporate Trustee under any provision of the Mortgage or with the trustee of a Prior Lien 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; provided, however, that if the Company shall acquire all or substantially all of the properties of any Class I Carrier (as defined in Article I), such properties shall be subject to the lien of the Mortgage only to the extent and under the conditions provided in Article X.

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