

(including the after acquired property clauses hereof and thereof) or by any supplemental indenture or other instrument of conveyance to the Trustee hereunder (whether made by one of the Companies or any other person and including the after acquired property clauses of any such instrument) or otherwise created, effectively constituting any property a part of the security hereunder for the benefit of the Bonds outstanding. For the purposes of the definitions of Bondable Additions, Bondable Expenditures, Bonded, Capital Accounts, Capital Deductions, Fixed Property, Net Bondable Expenditures and Net Fixed Property Account, additions and betterments to property covered by a Mortgaged Lease shall be deemed to be subject to the lien of this Indenture.

*lines of railroad*

“Lines of railroad” shall include any main or branch lines of railroad, and any and all main, branch, spur, industrial, switch, connecting, storage, yard or terminal tracks owned either solely or jointly or over which any right to operate is held under any lease or trackage agreement or by virtue of stock ownership or otherwise.

*Mortgaged Lease*

“Mortgaged Lease” means a valid and enforceable lease which is made subject to the lien of this Indenture by a Supplemental Indenture made to any Company which either (a) provides for a term extending at least 20 years beyond the latest maturity of any Bonds outstanding at the time any property subject to such lease is Bonded and which is not subject to termination within such term by the lessor except in case of non-payment of rent by such Company or (b) gives to such Company the right to be reimbursed in cash or securities, upon or prior to the termination of such lease, for any expenditures made by it for Bondable Additions to the property covered by such lease.