

NINTH: All rights, powers, franchises, privileges and immunities owned or possessed by the New Company which at any time hereafter may be necessary for or appurtenant to the use, operation, management, maintenance, renewal, alteration or improvement of the lines of railroad at any time subject to the lien of the Indenture or any other property at any time subject to the lien of the Indenture.

TENTH: All leases, leasehold rights, joint facility and other operating or trackage contracts, rights and privileges and amendments, renewals and extensions thereof, now or hereafter held by the New Company relating to use of or upon or in connection with or belonging or appertaining to any of the lines of railroad at any time subject to the lien of the Indenture, or relating to the ownership, use or operation of any terminals or union or other stations situated along, or at the terminus of, any of such lines of railroad.

ELEVENTH: All (a) rents, issues, tolls, profits or other income of the Trust Estate, (b) materials and supplies now or hereafter owned by the New Company, (c) office furniture, tools or machinery not constituting fixtures now or hereafter owned by the New Company and (d) marine equipment, buses, trailers, tractors, trucks, automobiles and airplanes, and any equipment which must be titled or registered under state or local law now or hereafter owned by the New Company; provided, however, that, unless and until one or more of the Events of Default under the Indenture shall have happened, it is not intended that any of the property hereinbefore in this Granting Clause ELEVENTH described shall become subject to the lien of the Indenture unless made subject thereto by separate instrument pursuant to Granting Clause TWELFTH hereof or unless the same shall have been Bonded, but, upon the happening of any