

Deposited Cash is paid over; (c) any and all property of every kind and description which hereafter may be acquired by the Company, which by any provision of this Indenture is required to be conveyed, mortgaged, pledged, assigned or transferred unto the Trustees; and (d) any securities of an Affiliate owning any property which, if acquired by the Company, would become subject to the lien of this Indenture, other than any such securities of a Class I Carrier.

TWELFTH: Any and all property of every kind and description which, at any time hereafter, by indenture or indentures supplemental hereto, may be expressly conveyed, mortgaged or pledged, delivered, assigned or transferred to the Trustees by the Company, or with the consent of the Company by anyone in its behalf, 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 property subject to the trusts of this Indenture; but any conveyance, mortgage, pledge, delivery, assignment or transfer pursuant to the provisions of this Granting Clause TWELFTH which is not required to be made under any provision of this Indenture may be made subject to any liens, present or future, reservations, limitations, conditions and provisions which shall be specified or set forth in such supplemental indenture.

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

Unless and until one or more of the Events of Default shall have happened, it is not intended to include in the lien hereof and this grant shall not be deemed to apply to (a) any rents, issues, tolls, profits or other income from the property herein or hereafter mortgaged, pledged, conveyed or assigned, or (b) any cash (including any bank accounts and time deposits), bills, notes or accounts receivable or contracts (except cash, bills, notes, accounts or contracts specifically pledged or herein required to be pledged hereunder), any choses in action or any traffic or other operating balances, or (c) any materials and supplies or construction materials, or (d) any tools or machinery not constituting fixtures, or (e) any marine equipment, buses, trucks, automobiles or airplanes; but, upon the happening of any Event of Default, all such property which but for this paragraph would be subject to the lien hereof shall immediately become subject to the lien hereof to the extent permitted by law.