

Company, whether such after-acquired property be acquired for some purpose incident to or connected with the maintenance, operation, construction or extension of the aforesaid railway with its branches and appurtenances or for non-carrier use;

Also all rights and privileges heretofore or hereafter granted to the Nelson Company by others, or reserved by the Nelson Company, and all contracts heretofore or hereafter entered into by the Nelson Company for the exclusive or joint use of lines of railway, tracks, yards, terminals and other facilities, including, without limitation, the right to use the track of the Canadian Pacific Railway Company between Troup Junction and Nelson, British Columbia, as granted by contract of June 29, 1900, and the rights reserved to the Nelson Company in contract of June 29, 1900, to use trackage granted by the Nelson Company in said instrument to the British Columbia Southern Railway Company, at or near Nelson, British Columbia;

Also all the engines (stationary and locomotive), cars, tenders, trucks and all other rolling stock, tools, implements, machines and personal property of every kind and description belonging to the Nelson Company, and in use or adapted for use upon or about the railway and premises demised, or the business thereof;

Also the right to use the line of telegraph now existing, or as the same may hereafter exist along the line of the said railway or its branches, or any extension thereof; in the manner and to the same extent and as now possessed by the Nelson Company;

Also all the rights, powers and privileges, tolls and revenues which may now or at any time hereafter during this Indenture be lawfully exercised, enjoyed or received in or about the use, operation, management, maintenance, renewal, extension, alteration or improvement of the railway, the equipment and the appurtenances above described.

All of the above described railway, branches and appurtenances, rights, power and other property are hereinafter referred to as "the demised premises".

TO HAVE AND TO HOLD the demised premises hereby leased unto the Northern Company, its successors and assigns, for a period of ninety-nine years commencing on the first day of the second calendar month following the date of the passage of an Act of Parliament of Canada confirming and ratifying this Indenture, together with all rights, advantages, privilege claims and demands of the Nelson Company under all deeds, contracts, agreements, by-laws, franchises, or other rights, so far as the same may be lawfully assignable.