

terminals, branches, extensions or additional lines of railroad; and

(3) \$677,000 may be issued after June 1, 1907, in exchange for or to take up the following securities and obligations:

(a) \$59,000, face amount, of The Fort Smith and Van Buren Bridge Company first mortgage 6% bonds, maturing April 1, 1910, secured by mortgage dated April 1, 1885;

(b) \$119,000, face amount, of 6% bonds of St. Louis and San Francisco Railway Company, Missouri & Western Division, maturing August 1, 1919, secured by mortgage dated July 29, 1879;

(c) \$304,000, face amount, of First Mortgage 6% bonds of St. Louis, Wichita & Western Railway Company, maturing September 1, 1919, secured by mortgage dated July 28, 1879;

(d) \$195,000, face amount, of 6% bonds of St. Louis and San Francisco Railway Company, maturing August 1, 1920, secured under a trust indenture with the United States Trust Company, dated August 1, 1880.

Whenever the Railroad Company shall tender or cause to be tendered to the Trust Company, and whether at, before or after the maturity thereof, any of the underlying securities with all coupons, if any, thereunto belonging and unmatured at the time of such tender, the Trust Company shall in exchange therefor authenticate and deliver to the Railroad Company, or on its order, gold bonds to a face amount equal to the face amount of the underlying securities so tendered to the Trust Company. Unless canceled in accordance with the provisions of this indenture and until so canceled, all underlying securities delivered to the Trust Company shall be held by the Trustees without impairment of the lien of such underlying securities and as additional security under this indenture and upon the trusts herein declared.

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At any time or times at or after the maturity of any class of the underlying securities, or of any of the bonds, for the taking up of which underlying securities may as herein set forth be issued, or within twelve months before such maturity, the Railroad Company may sell gold bonds in order to provide the means to purchase such of the underlying securities as shall not theretofore have been delivered to the Trust Company and be held by the Trustees under this indenture, and which have matured or are to mature or become issuable within twelve months; and the Trust Company shall authenticate and shall deliver to the Railroad Company, or upon its order, gold bonds to a face amount equal to the face amount of such underlying securities as have matured or are to mature or become issuable within twelve months; *provided*, that the face amount of the gold bonds so authenticated and delivered shall simultaneously be deposited in cash with the Trust Company in exchange therefor. Out of the cash so received by the Trust Company it shall, on demand of the Railroad Company and upon delivery to the Trust Company of the underlying securities so purchased by the Railroad Company, pay to the Railroad Company, or on its order, a sum equal to the face amount of such underlying securities so purchased.

A certificate signed by the president or a vice-president and by the treasurer or an assistant treasurer of the Railroad Company, as to any facts pertinent to the right under this Section to authenticate and deliver gold bonds, shall, as regards the Trust Company, be conclusive evidence of such facts and full authority for the action of the Trust Company on the faith thereof, in accordance therewith.

Whenever any of the gold bonds reserved under this Section shall be found to be unnecessary for use for the purposes specified in this Section, by reason of the fact that any of the underlying securities for the retirement of which such bonds are reserved shall have been otherwise satisfied

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and discharged, all such bonds, if any, remaining unissued under this Section, after all the gold bonds reserved under Section 6 of this Article Two shall have been issued or set apart, shall be subject to issue and shall be authenticated by the Trust Company and delivered to the Railroad Company for the purposes and subject to the restrictions specified in Section 6 of this Article Two, in addition to the bonds reserved for issue under said Section. This provision, however, is subject to the provisions of Section 3 of Article Three of this indenture.

SEC. 3. \$5,000,000 face amount, of the gold bonds, or such less amount thereof as in the judgment of the Railroad Company shall be required for the purpose, shall be authenticated and delivered to the Railroad Company for use in its discretion in the refunding and taking up of the underlying securities, on the delivery to the Trust Company from time to time of a certified copy of a resolution of the board of directors or of the executive committee of the Railroad Company, requesting such delivery, and stating that the bonds so delivered, or their proceeds, will be used by the Railroad Company only for the purpose aforesaid. Any gold bonds reserved under this Section which, after all the gold bonds reserved under Section 6 of this Article Two shall have been issued or set apart, shall not have been used for refunding or taking up the underlying securities, or in the judgment of the board of directors or of the executive committee of the Railroad Company, to be expressed by a resolution of said board or of said committee, shall no longer be required to be reserved for such purpose, may be authenticated, issued and delivered for the purposes and subject to the restrictions specified in Section 6 of this Article Two, in addition to the bonds reserved for issue under said Section.

SEC. 4. \$11,539,000 face amount of the gold bonds, or

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so many thereof as may be necessary for that purpose, shall be reserved to be issued and delivered to take up or to acquire at, before or after maturity, the following equipment trust notes:

(a) \$9,939,030, face amount, of the equipment trust notes of the Railroad Company of various issues as follows:

(1) SERIES A—\$590,000, face amount, of which \$65,000 matures June 1, and \$66,000, December 1, in each year until and including December 1, 1911;

(2) SERIES B—\$620,000, face amount, of which \$60,000 matures February 1, and \$64,000 August 1, in each year until and including August 1, 1912;

(3) SERIES C—\$550,000, face amount, of which \$50,000 matures May 1, and \$50,000 November 1, in each year until and including November 1, 1912;

(4) SERIES D—\$298,646.18 principal amount, of which two principal amounts of \$2,245.46 each mature each month until and including February, 1913, and one of \$2,245.46 matures in March, 1913;

(5) SERIES E—\$316,812.50 principal amount, of which two principal amounts of \$2,312.50 each mature in each month until and including May, 1913;

(6) SERIES F—\$696,000, face amount, of which \$58,000 matures quarterly on the first days of January, April, July and October, in each year, until and including July 1, 1910;

(7) SERIES G—\$2,772,000, face amount, of which \$154,000 matures April 1, and \$154,000 October 1, in each year, until and including April 1, 1916;

(8) SERIES H—\$405,000, face amount, of which \$45,000 matures May 1 and November 1, 1907, and \$30,000 matures thereafter semi-annually on May 1 and November 1 in each year, until and including November 1, 1913;