

fault shall have continued beyond the period of grace, if any, herein provided in respect thereof, the Railroad Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the property subject to this indenture (other than bonds or other obligations, certificates of stock, cash and other property pledged or to be pledged hereunder with the Trustees), and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings, income, rents, issues and profits thereof.

SEC. 2. If, when the gold bonds shall have become due and payable, the Railroad Company shall well and truly pay, or cause to be paid, the whole amount of the principal moneys and interest due upon all of the gold bonds and coupons then outstanding, or shall provide for the payment of such bonds and coupons by depositing with the Trustees hereunder the entire amount due thereon for principal and interest, and also shall pay or cause to be paid, all other sums payable hereunder by the Railroad Company, and shall well and truly keep and perform all the things herein required to be kept and performed by it according to the true intent and meaning of this indenture, then and in that case all property, rights and interests hereby conveyed, or assigned, or pledged, shall revert to the Railroad Company, and the estate, right, title and interest of the Trustees shall thereupon cease, determine and become void; and the Trustees in such case on the demand of the Railroad Company, and at its cost and expense, shall enter satisfaction of this indenture upon the record; otherwise the same shall be, continue and remain in full force and virtue.

SEC. 3. If the owner of any gold bond or bonds shall not, within five years after the date when said bond or bonds shall have become due and payable, present said bond

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or bonds to the Trustees for payment and claim the amount due thereon for principal and interest which shall have been deposited with the Trustees for payment thereof, the Trustees shall, upon demand, pay over to the Railroad Company the amount so deposited.

ARTICLE TWELVE.

SUCCESSORS, ASSIGNS, AND CONSOLIDATIONS.

SECTION 1. All the covenants, stipulations, promises and agreements in this indenture contained by or in behalf of the Railroad Company, shall bind its successors and assigns, whether so expressed or not.

SEC. 2. Nothing in this indenture shall prevent any consolidation or merger of the Railroad Company with any other corporation, or prevent the sale by the Railroad Company of its property as an entirety; provided, however, that any such consolidation or merger shall be on such terms as to preserve and not to impair the lien or security of this indenture, or any of the rights and powers of the Trustees, or of the holders of the gold bonds, and that any successor corporation formed by such consolidation, or the corporation into which the Railroad Company shall be merged, shall, as a part of such consolidation or merger, expressly assume the due and punctual payment of the principal and interest of all the gold bonds, and the performance of all the covenants and conditions of this indenture; and provided that, as a condition of any such sale of the property of the Railroad Company as an entirety, the corporation to which such property shall be sold as an entirety shall, as a part of the purchase price thereof, assume the due and punctual payment of the principal and interest of all the gold bonds, and the performance of all the covenants and conditions of this indenture, and shall,

simultaneously with the delivery to it of such conveyance, execute and deliver a proper indenture to the Trustees, in form satisfactory to the Trustees, whereby such purchasing corporation shall so assume the due and punctual payment of the principal and interest of all the gold bonds, and the performance of all the covenants and conditions of this indenture, and charge therewith the property and franchises so taken over.

SEC. 3. In case any company shall be consolidated or merged with the Railroad Company as aforesaid, or in case the Railroad Company shall be so consolidated or merged with any other corporation, or in case of sale of the property of the Railroad Company as an entirety, the corporation formed by such consolidation, or into which the Railroad Company shall have been merged, or to which such sale shall have been made, upon executing and causing to be recorded an indenture with the Trustees, whereby such successor corporation shall assume the due and punctual payment of the principal and interest of the gold bonds, and the performance of all the covenants and conditions of this indenture, and charge therewith the property and franchises so taken over, shall succeed to, and be substituted for, the Railroad Company, with the same effect as if it had been named herein as the party of the first part hereto, and such successor corporation thereupon may cause to be signed and may issue, either in its own name or in the name of the Railroad Company, any or all of the gold bonds which shall not theretofore have been signed by the Railroad Company and delivered to the Trustees; and the Trust Company, upon the order of said corporation, in lieu of the Railroad Company, and subject to all the terms, conditions and restrictions herein prescribed, shall authenticate and shall deliver any and all bonds which shall have been previously signed by the officers of the Railroad Company and delivered to the Trust Company for au-

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thentication, and any of such bonds which such corporation shall thereafter cause to be signed and delivered to the Trust Company for that purpose. All bonds so issued shall, in all respects, have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this indenture, as though all of said bonds had been actually issued by the Railroad Company as of the date of the execution hereof.

SEC. 4. For every purpose of this indenture, including the execution, issue and use of any and all the gold bonds, the term "Railroad Company" includes and means not only St. Louis and San Francisco Railroad Company, but also any such successor corporation. Every such successor corporation shall possess, and from time to time may exercise, each and every right and power hereunder of the Railroad Company, in its name or otherwise, and any act or proceeding by any provision of this indenture required to be done or performed by any board or committee or officer of the Railroad Company, may be done and performed with like force and effect by the like board or committee or officer of any corporation that shall at the time be such lawful successor of the Railroad Company. Nevertheless, before the exercise of the powers conferred by this Article, the Railroad Company, by instrument in writing executed by authority of two-thirds of its board of directors and delivered to the Trustees, may surrender any of the powers reserved to the Railroad Company or to such successor or purchasing corporation; and thereupon such power so surrendered shall terminate.

ARTICLE THIRTEEN.

DECLARATION OF NATURE AND PURPOSE OF MORTGAGE.

All of the parties to this indenture hereby expressly declare that this indenture is intended to be, and shall be, con-