

## COMPARED

sale under said decrees as relates to said property, their rights and interests under said decrees as the successful bidders for said property and their right to receive cash in excess of \$1,000,000, current assets and materials and supplies, all as provided in said decrees, do, as joint tenants, in consideration of the premises and of the sum of ten dollars (\$10), lawful money of the United States, to each of them paid, receipt whereof is hereby acknowledged, and of the covenants and agreements on the part of the Grantee herein contained, join in the execution of this deed for the purpose of releasing and confirming, and they do hereby release and confirm, unto the Grantee, party of the fifteenth part, its successors and assigns, all their right, title and interest in and to all property of every kind, character and description in and by the Missouri Final decree and/or the Texas Confirmatory Decree directed to be sold, including, without however thereby in any wise limiting the foregoing general description, the property described or intended to be described in Schedule A hereto;

EXCEPTING, however, the property described in Schedule B. Schedule C and schedule D hereto;

TO HAVE AND TO HOLD, possess and enjoy, all and singular said property, unto the Grantee, its successors and assigns, to its and their own proper use, benefit, and behoof forever, subject as aforesaid.

## AND THIS INDENTURE FURTHER WITNESSETH:

That said Francis F. Randolph and Hugo W. Blumenthal, the Purchasers, parties of the fourteenth part, have conveyed, assigned, transferred and set over and by these presents do convey, assign, transfer and set over or cause to be conveyed, assigned, transferred and set over unto the Grantee, the party of the fifteenth part, its successors and assigns, all their right, title and interest in and to all cash, certified checks, and bonds, notes and coupons, or certificates therefor, deposited with, or held subject to the order of, the Special Master in part payment of the purchase price of the property sold under said decrees, and as a pledge that they would make good their bid for said property;

TO HAVE AND TO HOLD, possess and enjoy, all and singular said property, unto the Grantee, its successors and assigns, to its and their own proper use, benefit, and behoof forever.

## AND THIS INDENTURE FURTHER WITNESSETH:

The Grantee, the party of the Fifteenth part, hereby for itself, its successors and assigns, covenants and agrees that the Grantee, its successors and assigns, will pay and discharge, in accordance with the provisions of the Missouri Final Decree and/or of the Missouri Order of Confirmation and/or of any other orders which, pursuant to the Missouri Final decree, may be made by the Missouri Court, the purchase price not heretofore paid of all the properties sold in execution of the Missouri Final Decree and/or the Texas Confirmatory Decree, save and except so much of the purchase price of Parcel G. Sold in execution of said decrees (to be contemporaneously assumed by Missouri-Kansas-Texas Railroad Company of Texas) as the Missouri Court, in accordance with the provisions of subdivision 7 of Article Sixteenth of the Missouri Final Decree, shall determine to be fairly apportionable as the proceeds resulting from the sale of the real property subject to the Second Mortgage situate in the State of Texas and also will perform, satisfy and discharge each and all of the terms of the Missouri Final Decree and of the Missouri Order of Confirmation, and of any other orders which, pursuant to the Missouri Final Decree, may be made by the Missouri Court to be performed by the purchasers at said sale under the Missouri Final Decree and the Texas Confirmatory Decree (whether or not in respect of the payment of the purchase price of the real property situate in the State of Texas embraced in Parcel G. sold in execution of the Missouri Final decree and/or