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the Texas Confirmatory Decree) and will enter its appearance in the Missouri consolidated Cause, and will indemnify and forever hold harmless the Purchasers, and each of them and the survivor of them, and the assigns of the Purchasers and of the survivor of them, and each and every of their heirs, executors and administrators, from and against any and all loss, damage, expense and liability whatsoever which may have been incurred or which may hereafter be incurred by the Purchasers, or either of them, or the survivor of them, or the assigns of the purchasers or of the survivor of them, or by their or any of their heirs, executors and administrators, by reason of their successful bid at said sale or the acceptance of said bid (whether or not in respect of the real property situate in the state of Texas embraced in Parcel G Sold in execution of the Missouri Final decree and/or the Texas Confirmatory Decree) or by reason of any acts or things required by the Missouri Final Decree or the Texas Confirmatory Decree or by the Missouri Order of Confirmation or the Texas confirmatory Order of Confirmation or by any other order made by the Missouri court or the Texas court to be assumed and performed by the Purchasers or by the Grantee or by Missouri-Kansas Texas Railroad Company of Texas or otherwise arising out of or connected with the acquisition or transfer by the Purchasers of any property by them purchased as hereinbefore recited, or by reason of any acts done or suffered or permitted to be done by the Purchasers or their assigns; and this conveyance and transfer is made subject to the performance by the Grantee of the foregoing covenants and the same are hereby made a charge upon all the railroads, franchises and other property hereby conveyed, and/or assigned and transferred, or intended so to be, prior to any mortgage or other lien which may be created by the Grantee, its successors and assigns thereon.

No personal covenant or liability shall be implied against or is assumed or undertaken by the Special Master or the Receiver or the Railway Company or the Texas company or the Consolidated Trustee, or the Second Trustee or the First Extension Trustee or the Eastern First Trustee or the Eastern Second Trustee or the St. Louis Division Trustee or the Southwestern Trustee or the First and Refunding Trustee or the General Trustees or any of them, or the Purchasers or either of them, by reason of the execution of this indenture or any recital or covenant herein contained.

The purchase at the sale aforesaid and the acceptance of this indenture by the Grantee shall not be construed as an election to accept any contract, agreement or lease sold as part of the property offered pursuant to the Missouri Final decree and to the Texas Confirmatory decree or embraced herein and nothing in this indenture contained shall be construed to constitute an assumption or adoption by the Grantee of any such contract, lease or agreement whether made by the Railway Company or by any predecessor company of the Railway Company or by the Receiver or by any one else; but the Grantee, its successors and assigns, shall have the right for a period of one year after the delivery of this indenture and the taking of possession of the property conveyed by this indenture to elect to adopt or continue in force or to refuse to adopt or continue in force any lease, traffic, trackage, terminal, crossing or operating agreement or other contract not fully executed which may be included in the property embraced herein whether made by the Railway company, or by any predecessor company of the Railway Company or by the Receiver, or by any one else, other than equipment trust agreements or other contracts to which the Receiver is a party, entered into by him under the specific authority of the Missouri court by its orders requiring that the same be carried out by the purchasers at any sale, and the grantee, its successors and assigns, shall not be deemed to have elected to adopt or to continue in force any such contract, lease or agreement unless the Grantee, its successors or assigns, shall file written election to adopt or continue in force or shall fail to file written election to refuse to adopt or continue in force the same with the Clerk of the Missouri court, within said period of