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one year and no conduct or user of rights by the Grantee within such period of one year unaccompanied by the filing of such written election shall be deemed to conclude the Grantee in respect of such election, subject, however, to the right of the Missouri court, upon application of any party to any such lease, traffic, trackage, terminal, crossing, or operating agreement, or other contract not fully executed, pursuant to the provisions in that behalf of the Missouri Final Decree, to direct the Grantee, prior to any user of rights thereunder, or, as the case may be, prior to any further user of rights thereunder, to elect to adopt or continue in force, or to refuse to adopt or continue in force such lease, agreement or contract.

In order to facilitate the recording of this indenture, 50 originals thereof have been executed, acknowledged and delivered, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

SCHEDULE A.

FIRST: All property of every kind, character and description and all muniments of title thereto and evidences of ownership thereof covered by the lien of any of the mortgages foreclosed and/or enforced by the Final Decree (hereinafter called the Missouri final Decree) entered on June 30, 1922 by the District Court of the United States for the Eastern District of Missouri, Eastern Division, in the cause entitled Central Union Trust Company of New York Plaintiff, against Missouri, Kansas & Texas Railway Company defendant, in Equity No. 4564, Consolidated Cause, and the constituent causes thereof. (hereinafter collectively called the Missouri Consolidated Cause) other than cash in the hands of the trustees under said respective mortgages, and all property of every kind, character and description (including all right, contracts, agreements, leases, claims, demands and choses in action) and all muniments of title thereto and evidences of ownership thereof on June 30, 1922, owned by Missouri, Kansas & Texas Railway Company (hereinafter called the Railway Company) or thereafter acquired by the Railway Company, including, but without limiting the foregoing general description, the following described property;

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The following described lines of railway and other property, viz.: ✓

1. The main line of railway from Hannibal, Missouri, extending generally southwesterly through the State of Missouri and into the States of Kansas and Oklahoma to a point on the boundary line between Oklahoma and Texas, 571.87 miles, more or less.
2. Line of railway from Holden, Missouri, in a westerly direction to Paola, Kansas, 53.52 miles, more or less.
3. Line of railway from the main line at Parsons, Kansas, to Junction City, Kansas, 157.51 miles, more or less.
4. The Krebs Branch from the main line at McAlester, Oklahoma, to Krebs, Oklahoma, 4.61 miles, more or less.
5. Line of railway from the main line at Atoka, Oklahoma, to Lehigh, Oklahoma, 8.73 miles, more or less.
6. Line of railway formerly of The Southwestern Mineral Railway Company from Cherokee Junction, Kansas, to Mineral, Kansas, 17 miles, more or less.
7. Line of railway formerly of the St. Louis & Kansas City Railway Company from Bryson to Holden Missouri, 32.9 miles, more or less.
8. A line of railway formerly of the Kansas City, Eldorado & Southern Railway Company from Walker, Missouri, to Eldorado Springs, 14 miles, more or less.
9. An extension or branch from connection with the Krebs Branch, in Oklahoma, about one-half mile north of Krebs station to and beyond shaft No. 12 of Osage coal & Mining Company, all in Pittsburg County, 2.75 miles, more or less.