

COMPARED

all of said equipment, and any equipment that may be used to replace any part thereof in proper order and complete repair and at all times in good working and operating order and condition, all repairs and maintenance to be done to the satisfaction of the Owner and all at the expense of the Lessee and the Lessee covenants and agrees that it shall and will renew and replace from time to time such of said equipment as may be damaged, worn out, lost or destroyed. The title to all such equipment procured for such renewing and replacing shall be taken in the name of the Owner, and such new equipment shall immediately be subject to all the terms and conditions of this agreement, in all respects as though part of the original equipment hereby contracted for, so that the equipment aforesaid shall at all times during the duration of this agreement be undiminished in amount and value, except so far as the same may be affected by the natural use and wear thereof. All new equipment purchased or procured to replace any which may be worn out, lost or destroyed shall be of substantially the same quality and character and shall bear the same serial numbers as the equipment replaced, unless such change either in quality, quantity or character or numbers, is expressly consented to by the Owner in writing. The Lessee shall from time to time, if required by the Owner, its appointees, successors and assigns, and at least once in every twelve months until full performance of this agreement by the Lessee, furnish to the Owner at its office in Kansas City, Missouri, a full and complete statement of the equipment covered hereby and of its whereabouts and of the numbers and description of such of the equipment as may have been destroyed or substituted by others, the numbers of any equipment at the date of such statement, undergoing repair, or in the shops for repair and shall, if requested by the Owner, its appointees, successors and assigns, allow it or its agents to make full inspection of the same, and shall furnish all reasonable facilities to the Owner and its appointees, successors and assigns for making such inspection and shall pay the expense therefor.

The Lessee shall and will, during the life of this Agreement, keep the equipment herein contracted for, and all equipment which shall be used to replace any part thereof, insured against loss or damage by fire to an amount not less than 75 per cent of the value thereof, so that all such equipment shall always be insured for an amount equal to at least the unpaid, rental in a Company or Companies to be approved by the Owner, the loss, if any, to be payable to the Owner, and the Lessee shall assign and deliver the policy or policies of such insurance to the Owner, and all insurance premiums shall and will be paid by the Lessee, and in default of the Lessee keeping the equipment so insured the Owner may at the expense of the Lessee effect such insurance and pay the premium therefor, but shall be under no obligation so to do. In case of the effecting of such insurance by the Owner and the payment of premiums therefor the Lessee shall on demand pay to the Owner the amount of such premium or premiums so paid, with interest at the rate of 7 per cent per annum from the time of such payment, and in case of such insurance by the Owner, title to the equipment shall, notwithstanding the making of the other payments required to be made by the Lessee hereunder, remain in the Owner until the repayment to such Owner of the amount so paid with interest at the rate of 7 per cent per annum, from the time of payment, and the re-payment of such amounts is hereby expressly made one of the obligations to be performed before title to the equipment shall vest in the Lessee. The proceeds of any such policy or insurance on account of losses shall be held and retained by the Owner until the replacement or repair or reconstruction of the equipment covered by such insurance, and upon proof satisfactory to the Owner of the proper replacement, reconstruction or repair of said equipment said insurance money so collected shall be paid to the Lessee to be used by it in payment of the costs of such replacement, reconstruction or repair, in the event that the Lessee shall receive from, or there shall be payable by other persons or corporations moneys on account of loss or destruction or injuries to any of said equipment, the same shall forthwith be paid over to the Owner to be held and applied by it upon the same terms as insurance moneys received by it here-