

SEC. 8. All locomotives, tenders, cars and other equipment upon which this indenture shall be or become a first lien, shall be marked so as to distinguish said equipment from the other equipment of the Railway Company and identify the same as equipment subject to this indenture. At all times the Railway Company will keep and maintain all such cars, locomotives, tenders and other equipment in good order and condition, reasonable wear and tear excepted, and at all times will maintain such distinctive mark thereon; and whenever any such locomotives, tenders, cars or other equipment shall be worn out or be destroyed, the Railway Company promptly will cause the same to be replaced by other locomotives, tenders, cars or other equipment of at least equal value, upon which such distinctive mark shall be placed so that at all times the value of the locomotives, tenders, cars and other equipment upon which this indenture shall be a first lien shall be fully kept up; and at all times the Railway Company will set apart, use and apply for that purpose so much of the net earnings of the mortgaged and pledged premises as may be required for such maintenance and replacement of such equipment subject to the lien hereof.

At all times the Railway Company will keep on its books a separate list of such locomotives, tenders, cars and other equipment covered by this indenture, and prior to June 1, 1904, it will furnish to the Trustees a complete list of all such locomotives, tenders, cars and other equipment on which this indenture shall then be a first lien, and thereafter, it will annually and at such additional times as the Trustees may request, furnish to the Trustees a corrected list thereof, so as to enable the Trustees at all times to identify the locomotives, tenders, cars and other equipment upon which this indenture is a first lien.

The Railway Company will keep and maintain in good order and condition all other rolling stock and equipment at

any time subject to this indenture and now or hereafter provided for use on any of the railways constituting part of the mortgaged and pledged premises.

SEC. 9. The Railway Company will not issue, negotiate, sell or dispose of any first and refunding mortgage bonds in any manner other than in accordance with the provisions of this indenture and the agreements in that behalf herein contained; and in issuing, selling, negotiating or otherwise disposing of such bonds, from time to time, it will well and truly apply, or cause to be applied, the same, or the proceeds thereof, to and for the purposes herein prescribed, and to or for no other or different purpose.

ARTICLE FIVE.

CONTROL OF BONDS AND STOCKS MORTGAGED.

SECTION 1. Until the final satisfaction or release of the several mortgages or trust agreements securing the underlying bonds defined in section 4 of Article One hereof, all the bonds, stocks, equipment and other property covered by said indentures severally and respectively, shall be and shall remain subject to the prior and superior lien thereof, and shall be held as provided in said indentures severally and respectively, with all the powers, rights and discretions, and subject to all the provisions, set forth in said indentures severally and respectively; and neither the execution of this indenture, nor any action hereunder, shall in any manner affect said indentures or either of them, or any rights of the holders of the bonds thereby secured, or any rights or duties of the trustees under any of said indentures.

Whenever underlying bonds of any class, constituting the entire amount outstanding of bonds of the same issue, shall be held by the Trustees subject to this indenture, except

lost or destroyed bonds for which satisfactory indemnity may have been given, the Trust Company in its discretion may and at the request of the Railway Company shall cancel all underlying bonds of such class, and shall cause the mortgage, trust deed or trust agreement securing the same to be canceled or discharged of record, or the mortgaged or pledged premises and property embraced therein to be released from such mortgage, trust deed or trust agreement. Upon the cancellation or discharge of any such mortgage, trust deed or trust agreement, all bonds, shares of capital stock or other personal property, mortgaged and pledged thereunder, shall be delivered to and held by the Trustees as further security for the bonds issued hereunder. Anything herein contained to the contrary notwithstanding, the Trustees at their discretion may hold any and all of said Choctaw, Oklahoma and Gulf Railroad Company equipment trust certificates uncanceled, as further security for the bonds issued hereunder.

Whenever all of any series of bonds which, or part of which, shall have been acquired by the Railway Company by the use of bonds issued under section 5 of Article One of this indenture, shall have been delivered to the Trustees, the Trust Company, at the request of the Railway Company, and upon delivery to the Trustees of such conveyance or conveyances as, in the judgment of the Trustees, shall be sufficient to subject directly to the lien of this indenture all the property, and whether railways or bonds or shares of capital stock, conveyed, mortgaged and transferred or pledged as security for the bonds so surrendered, shall cancel all bonds of such series, and shall cause the trust deed or trust agreement securing the same to be canceled or discharged of record, or the mortgaged or pledged premises or property embraced therein to be released from such trust deed or trust agreement, and thereupon all bonds or shares of capital stock, pledged or assigned to secure the bonds so sur-

rendered and canceled, shall be delivered to and held by the Trustees hereunder as further security for the bonds issued hereunder. Anything in this indenture expressed or implied to the contrary notwithstanding, any company shares of whose capital stock shall thus be delivered to the Trustees, may sell or dispose of its personal property, including stocks and bonds, and the voting power on any shares of capital stock thus delivered to the Trustees may be and continue to be exercised by the owner or owners of such shares of capital stock for any and all purposes for which such shares could have been voted under the mortgage or trust agreement securing the bonds so surrendered and canceled.

The Trustees are authorized (1) to cause to be registered in their names as Trustees, any and all coupon bonds pledged with and delivered to them hereunder, or which at any time hereafter may be received by them under any of the provisions of this indenture, or (2) to cause the same to be exchanged for registered bonds without coupons of any denomination, or (3) to cause any such bonds to be stamped "Not negotiable. Held by Central Trust Company of New York and David R. Francis of the City of St. Louis, Missouri, as Trustees, under the First and Refunding Gold Bond Mortgage of The Chicago, Rock Island and Pacific Railway Company, dated April 1, 1904." The Trustees shall cause to be transferred into their names, as Trustees hereunder, all registered bonds which shall have been delivered and assigned to them hereunder.

The Trustees at any time may transfer into their or either of their names, as Trustees hereunder, all or any shares of stock, the certificates for which shall have been pledged with and delivered to them hereunder, or in their discretion they may hold such certificates in the name of the registered holder thereof at the time of such pledge, or in the name of a nominee of the Trustees, provided that in either case the same