

SAME DOCUMENT STATUTORY OF KANSAS CITY MO 1914

obligations so paid to be satisfied and discharged of record.

5. The Railway Company for itself, its successors and assigns, covenants and agrees that on or before the maturity of the bonds secured by the First and Refunding Mortgage, to-wit: on or before April 1, 1934 the Railway Company will make, or, in case the Railway Company shall in the meantime have been consolidated or merged with or into any other corporation, the corporation formed by such consolidation or into which the Railway Company may have been merged — will make, or in case the Railway Company shall have sold or transferred all its property as an entirety to another corporation, such other corporation will make a new mortgage, which shall be a lien upon all the lines of railroad and other property (including stocks, bonds and other securities) then subject to the lien of the First and Refunding Mortgage, and will in and by such new mortgage make effective provision whereby all the bonds then outstanding under this Trust Indenture shall be secured equally and ratably, *pari passu*, with the obligations issued or to be issued under such new mortgage, which new mortgage shall further contain effective provision whereby the total amount of bonds to be at any time secured thereby (together with all outstanding prior debts, after deducting therefrom the bonds reserved under the provisions of said mortgage to retire prior debts at maturity) shall not exceed three times the then outstanding capital stock, of the Railway Company, or of its successor or assignee, as the case may be. The covenant and agreement above set forth in this Section 5 may be enforced by the Trustee for the benefit of the holders of the bonds issued under this Trust Indenture and of the coupons appertaining thereto.

6. The Railway Company for itself, its successors and assigns, covenants and agrees, that, pending the making of the new mortgage referred to in Section 5 hereof, neither the Railway Company, its successors or assigns, will make or suffer to be made any new mortgage which shall be a lien upon any of the lines of railroad or other property (including stocks, bonds and other securities) now or hereafter subject to the lien of said First and Refunding Mortgage, or upon any of the lines of railroad owned by any corporation any stock of which is pledged or assigned under said First and Refunding Mortgage nor will make or suffer to be made any charge by pledge or assignment of any shares of stock or other securities now pledged or assigned under said First and Refunding Mortgage, and that said new mortgage, referred to in Section 5, above, shall, upon the satisfaction and discharge of the First and Refunding Mortgage, constitute a lien on the property therein described which shall have the same rank in order of priority as the said First and Refunding Mortgage now has.

7. The Railway Company will at all times maintain an office or agency in the Borough of Manhattan in the city of New York where the bonds and coupons may be presented for payment and notices or demands in respect thereof or of this Trust Indenture may be served or made, and will appoint some person having his place of business at such office or agency as the agent of the Railway Company upon whom process in any action or proceeding brought by the Trustee (or any of the bondholders if not inconsistent with the terms hereof) for the enforcement of any rights or the exercise of any remedy created or provided for by the bonds or hereby may be served, and from time to time the Railway Company will give written notice to the Trustee of the location of such office or agency (or of some bank or trust company in said Borough which may be designated by the Railway Company for such purpose) and of the appointment of such agent for the service of process. In default of such written notice presentation and demand may be made and notice served at the Head Office in the Borough of Manhattan of the Trustee and process may be served as aforesaid upon the Trustee, which in that event shall be deemed and be the representative of the Railway Company for such purpose.

8. The Railway Company will maintain its corporate existence and will not for any reason or purpose go into voluntary or involuntary liquidation by proceedings for its dissolution or winding up or the application of its assets to the payment of its liabilities unless it shall first have re-deemed or caused to be extinguished otherwise all and singular the bonds in accordance with the provisions of this Trust Indenture or they shall in good faith have been assumed by a successor or purchasing corporation qualified under the provisions of Section 3 of Article 10, of this Trust Indenture.

9. The Railway Company, will from time to time pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges lawfully imposed upon the securities at any time pledged hereunder, or any part thereof, or upon the income and profits thereof, and also all taxes assessments and governmental charges lawfully imposed upon the lien or interest of the Trustee in respect to such pledged securities or such income, or any part thereof, or upon the interest of the holder of any bond or coupon therein; provided however, that the Railway Company shall have the right in good faith to contest any such tax, assessment or charge and pending any such contest may delay or defer the payment thereof unless such payment shall, in the opinion of the Trustee, be necessary to prevent the forfeiture or loss of the pledged securities or some part thereof.

10. The Railway Company will do, execute, acknowledge and deliver or cause to be done, executed acknowledged and delivered all and every such further acts, deeds, transfers and assurances for the better assuring and confirming unto the Trustee all and singular the securities hereby pledged and assigned, or intended so to be, as the Trustee shall lawfully require for the better accomplishing of the provisions and purpose of this Trust Indenture and for the better securing of the payment of the principal and interest of the bonds at any time issued and outstanding hereunder; and the Railway Company will cause this Trust Indenture to be filed and recorded in all places where the First and Refunding Mortgage has been filed or recorded or where the First and Refunding Mortgage should be filed and recorded in order to make the same a lien on all the property therein described.

ARTICLE FOUR Control of Pledged Bonds.

1. The \$45,000,000 aggregate principal amount, of First and Refunding Mortgage Bonds pledged hereunder and delivered to the Trustee upon the authentication and delivery by it of the bonds of Series A shall constitute a specific and separate security for the bonds of Series A. The First and Refunding Mortgage Bonds, or other securities which at the time of the creation of each additional series of bonds, shall be designated by the Board of Directors of the Railway Company as security for that series and which shall be pledged hereunder and delivered to the Trustee upon the authentication and delivery of bonds of that series shall constitute a specific and separate security for the bonds of that series. Neither the First and Refunding Mortgage Bonds or other securities pledged as security for one series of bonds, nor the proceeds thereof are or shall be impressed with any lien or charge for the security of the bonds of any other series, until after the bonds of the series to secure which the same are pledged as well the interest as the principal thereof, shall have been paid in full,

2. Any of the bonds pledged hereunder may be held by the Trustee as bearer bonds, or as coupon bonds registered as to principal, or as registered bonds, as the Trustee shall see fit, and if registered may be registered in the name of the Trustee, or of any nominee or nominees of the Trustee, and may thereafter be transferred into and registered in the name of the Trustee, or any other nominee or nominees of the Trustee, or may be transferred to bearer as the Trustee may determine.