

Fifth. In event of the refusal, failure, neglect, or other incapacity of the trustee herein named, or of its successor or successors in trust to execute the trusts hereof, then, the Gas Company, and the holders of a majority in amount of the said bonds then outstanding, shall jointly select another, or other, trustee, to go on in its or their place, and upon its or their acceptance in writing of said trust, deliver to the president of the Gas Company, which shall be recorded in the office of the register of deeds in said county of Douglas and state of Kansas, the person or corporation so selected and accepting shall be thereby substituted for the originally named and then retiring trustee, party of the second part hereto.

In the event of the failure of the said parties to agree upon a successor, or successors, as aforesaid, it shall then be competent for either party hereto, or the holders of a majority in amount of the outstanding bonds upon fifteen days notice to the Gas Company, to apply to any court of general jurisdiction sitting in the county of Douglas in the state of Kansas for the appointment of a trustee, or trustees, herein, and any person or corporation designated by said court shall, upon its or their acceptance in writing, delivered to the Gas Company, and filed for record in said office of the register of deeds in said Douglas County, Kansas, be invested with all the powers and duties of the retiring trustee hereunder.

The word Trustee, when and as used in this instrument, is intended to and does refer to, and shall be construed and held to mean the trustee, or trustee, that shall be charged for the time being with the execution of the trusts hereof, whether the same be the party of the second part, or any successor, or successors in trust.

Sixth. In the event that any bonds issued hereunder become mutilated or destroyed, it shall be lawful for the Gas Company to issue new bonds of like tenor or date and bearing the same serial numbers and the officers of the Gas Company for the time being, and the Trust Company shall certify and deliver the same in exchange for or in lieu of the bonds so mutilated or destroyed upon evidence of such mutilation or destruction satisfactory to the trustee. No liability shall in any wise attach to the trustee for any act done or omitted to be done under authority of this article.

Seventh. The Gas Company hereby irrevocably waives any and all benefit, or advantage and right, or claim thereto of the provision of any homestead, valuation, appraisement, extension,