

the Company or by its officers, and the Trustees shall not be answerable for the default or misconduct of any officer, agent, servants, attorney, or person employed by them, in pursuance hereof, if selected with reasonable care, nor in any event shall the Trustees be answerable for any default, neglect or misconduct of any person who may have been the agent, attorney, or employee of the Company, and who shall have been by the Trustees continued in the charge of any of the affairs or property of the Company; nor shall the Trustees be in any way responsible or liable for any thing whatsoever done or omitted to be done by them in connection with this trust, except for willful misconduct or gross negligence.

Section 3. The Trustees shall not be bound to act as hereinbefore provided in accordance with any direction or request of the Company or its Board of Directors until a duly authenticated copy of the resolution or vote containing such direction or request shall have been delivered to the Corporate Trustee. The Trustees shall be duly empowered to act upon any instrument or instruments purporting to be proper certificates or copies of resolutions or votes of the Board of Directors of the Company and believed by the Trustees to be genuine.

Section 4. The Trustees shall not be responsible for insuring the trust estate, or for the form or conditions and sufficiency of any such insurance or the responsibility or solvency of the underwriters, or for renewing any policies of insurance, or for the execution, acknowledgement, recording or validity of this indenture or any supplemental indenture or for the validity or priority of any bonds issued hereunder, or for keeping down taxes, charges, assessments, or liens upon the trust estate, or otherwise as to the maintenance of the security hereby created, or be bound to ascertain or inquire as to the performance or observance of any of the covenants or agreements to be performed or observed by the Company, or as to the payment or discharge of taxes, charges, assessments, or liens in respect of the trust estate, or otherwise, but the Corporate trustee may, in its discretion, make or renew any such insurance, or pay and discharge any such taxes, charges, assessments, and liens or insurance moneys, in case of any default in respect thereof by the Company, and the Corporate Trustee may require the Company to keep it fully informed and advised as to the performance of the covenants and agreements aforesaid and as to the condition of the trust estate.

Section 5. The Trustee shall be under no obligation to see to the record; registry, filing, re-registry, renewal or refiling of this indenture, or the record, registry, or filing of any supplemental indenture given hereunder, either as a mortgage upon real estate or as a chattel mortgage on personal property, or for the affixing or cancellation of any documentary stamps required in connection therewith.

Section 6. The Trustees shall not be obliged to give notice of the existence of this trust to any person or corporation whomsoever, nor shall the Trustees be in any way responsible for the application of bonds delivered to the Company pursuant to the terms hereof.

Section 7. The Trustees shall not be required to take notice of any default hereunder unless and until notified in writing of such default, as herein provided, which notice shall distinctly specify the default desired to be brought to the attention of the Trustees, and in the absence of any such notice the Trustees may for all purposes of this indenture conclusively assume that the Company is not in default hereunder. No such notice or request or any other provisions herein contained shall in any way limit any discretion herein given to the Corporate Trustee to determine whether or not the Trustee shall take action with respect to any default or take action without any request. The Trustees shall not be required to take any action in relation to any such default unless notified in writing thereof by the holders of at least twenty-five per cent. in amount of the bonds issued hereunder and then outstanding, except as herein otherwise provided, and unless indemnified as herein provided.

Section 8. The Trustees may advise with legal counsel, to be selected and employed by the Corporate trustee at the expense of the Company, and any action under this indenture taken or suffered in good faith by the Trustees, in accordance with the opinion of counsel shall be conclusive on the Company and shall be full justification and protection to the Trustees.

Section 9. The Trustees shall not be bound to recognize any person as the holder of bonds entitled to the benefit of the provisions hereof, or to take any action at his request, unless such bonds shall have been deposited with the Corporate Trustee or submitted to its inspection, and, if required, unless such holder shall satisfactorily to the Corporate Trustee establish his title thereto, and the Trustees shall not be under any responsibility to do any act hereunder or to defend any suit in respect hereof, unless requested to take such action by a writing signed by the holders of not less than \$150.00 par value of the bonds secured hereby, and unless they shall be indemnified satisfactorily to the Corporate Trustee against loss, cost, liability, and responsibility. And every action taken by the Trustees upon the request of any person who, at the time who is the holder or owner of any bond or bonds, or coupon or coupons hereby secured, shall be conclusive and binding on all persons who may hereafter become owners of the same bond or bonds, or coupon or coupons. The Trustees shall be under no duty to see to the use or application of the bonds certified and delivered by the Corporate Trustee hereunder, or any of them or the proceeds thereof, nor to ascertain whether or not any of said bonds have been issued in accordance with the laws of the State of Kansas.

Section 10. The Trustees shall not be personally liable for any debts contracted by them, nor for damages to person or property involved, nor for sales or non-fulfilment of contracts during any period or periods during which said Trustees may manage the mortgaged property or premises as herein provided, but any such obligations so contracted shall be