

liens only upon the trust estate, and not personal obligation against the Trustees. The Trustees shall be reimbursed for and indemnified against any and all liability and damage they or either of them may sustain or incur in connection therewith.

Section 11. Where the Trustees have demanded or received indemnity under the provisions of this trust deed, and it shall afterwards appear, in the judgment of the Corporate Trustee, that the indemnity so demanded or received is, or may become insufficient, the Trustees shall not be required to take any further action hereunder until additional indemnity shall have been furnished to the said Trustees.

Section 12. The power of the Trustee to make any declaration, demand, election, or request, or to take any proceeding, in or out of court, shall not be exhausted by one exercise thereof, whether followed by a waiver and restoration or not; but all their powers may be exercised whenever and as often as there shall be occasion therefor.

Section 13. The Trustees, or either of them, at any time may and shall, at the request in writing of the holders of twenty-five per cent. in amount of the bonds then outstanding resign and discharge themselves, and/or either of them, of and from the trusts hereby created by giving not less than sixty (60) days' notice in writing to the Company or such shorter notice as the Company shall accept as sufficient. In case of the resignation, disqualification, dissolution, refusal to act, removal or death of either of the Trustees under this indenture, a new Trustee which shall, in the event of the resignation, disqualification, dissolution or removal of the Corporate Trustee, be a trust company, or banking institution, duly authorized and qualified by its character to act as Trustee hereunder, may be appointed by the holders of twenty-five per cent. in amount of the bonds hereby secured and then outstanding, by an instrument or concurrent instrument in writing, signed by such holders or by their attorneys in fact, duly authorized and delivered to and filed with the Corporate Trustee; but if at any time there shall be a vacancy in any trusteeship hereunder, the Company, by an instrument executed by order of its Board of Directors, may appoint a trustee to fill the same until a new trustee shall have been appointed by the bondholders, as aforesaid, and when any such new trustee shall be appointed by the bondholders, any trustee theretofore appointed by the Company shall thereupon, by such appointment of the bondholders, be superseded and retired. It shall be the duty of the Company to cause to be recorded in the same manner as this mortgage shall have been recorded, each resignation and acceptance of the trusteeship and each appointment as trustee hereunder. Whenever a new trustee shall succeed to the trusteeship under this indenture, such new trustee shall, without any further act, deed or conveyance, be and become vested with all the estate, properties, rights, powers, duties, and trusts of its or his predecessors in trust hereunder, with like effect as if originally named as Trustee herein; but the retiring trustee shall, nevertheless, upon written demand of the new trustee and upon payment of any charges and expenses of the retiring trustee in the execution of the trust herein, including compensation for its services, counsel fees and other charges and expenses incurred or contracted, executed and delivered to the new trustee such proper conveyance as will legally transfer the mortgaged property and the trusts hereunder.

Section 14. The Trustees shall not be responsible for the genuineness of any signature of any party to any document executed by any persons whomsoever, in accordance with, or in pursuance of the terms of this indenture, but may without any liability on their part, assume as genuine any purported signature by any person, officer, or corporation to any such instrument, and shall be protected in acting under or upon any notice, request, consent, certificate, affidavit, opinion, order, letter, telegram, bond, or other paper, writing or document believed by them to be genuine and correct, and to have been executed, signed, made, or sent by the proper person or persons, or by the party purporting to make, sign and execute or send the same, and may, in the discharge of their duties hereunder, act upon the information or advice of any attorney, valuer, surveyor, engineer, accountant, or other expert retained by them or by the Company, and shall not be responsible for any loss resulting from any action or non-action in accordance with any such information or advice. Any notice to the Company under any provision of this instrument shall be sufficiently given if served personally upon the President or a Vice-President of the Company or sent by registered mail addressed to the Company at Lawrence, Kansas and also at New York, New York.

Section 15. The Trustee shall not be liable for any release or releases improvidently executed by them in supposed compliance with the terms of this indenture, but any such release or releases which may be executed by the said Trustees where the Company shall not be entitled to receive the same, shall, as against the Company, be null, void, and of no effect.

Section 16. In any case where it shall be provided in this indenture that the Trustees may act upon certain conditions or in case at any time it shall be necessary or proper for the Trustees to make any investigation hereunder, respecting any fact preparatory to taking or not taking any action, or doing or not doing anything as such Trustees, except when it is specifically otherwise provided, a certificate signed in the Company's name by its President or a Vice-President under its corporate seal, attested by its Secretary, or an Assistant Secretary,