

SAML. LODGEPORT STATIONERY CO. KANSAS CITY, MO. 64114

hereunder. Upon the order of such successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this Indenture prescribed, the corporate Trustee shall authenticate and deliver any of the Bonds which shall have been previously executed and delivered by the Company to the corporate Trustee for authentication, and any of such Bonds which such successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be executed and delivered to the corporate Trustee for such purpose. Such changes in phraseology and consolidation or merger or conveyance and transfer. All such Bonds when issued by such successor corporation shall in all respects have the same legal rank and security as the Bonds theretofore or thereafter authenticated and delivered in accordance with the terms of this Indenture and issued, as though all of said Bonds had been issued at the date of the execution hereof.

B. If said supplemental indenture shall not contain the grant, conveyance, transfer and mortgage described in the preceding Paragraph A, then such successor corporation shall not be entitled to procure the authentication and delivery of Bonds hereunder, and this Indenture shall, by virtue of such consolidation, merger, conveyance or transfer, or by virtue of said supplemental indenture, become and be a lien upon only the following properties and franchises acquired by such successor corporation after the date of such consolidation, merger, conveyance or transfer, to wit:

(1) All betterments, extensions, improvements, additions, repairs, renewals, replacements, substitutions and alterations to, upon, for and of the property and/or franchises subject to the lien hereof;

(2) all property made the basis of the withdrawal of cash or the release of property from the lien of this Indenture, and all property acquired or constructed with the proceeds of any insurance on any part of the trust estate or with the proceeds of any part of the trust estate released from the lien of this Indenture, or a prior lien, or taken by the exercise of the power of eminent domain;

(3) all property acquired in pursuance of the covenants herein contained to maintain and preserve and keep in good condition, repair and working order the franchises and property comprising the trust estate, or in pursuance of some other covenant or agreement herein contained to be performed by the Company;

and in such event said supplemental indenture shall contain a grant, conveyance, transfer and mortgage subjecting the property described in the preceding Clauses (1), (2) and (3) to the direct lien of this Indenture.

## ARTICLE FIFTEEN.

## SUPPLEMENTAL INDENTURES.

Section 91. The Company, when authorized by resolution of its Board of Directors, and the Trustees, at any time and from time to time, may enter into an indenture or indentures supplemental hereto, which thereafter shall form a part hereof, for any one or more or all of the following purposes:

A. To add to the conditions, limitations and restrictions on the authorized amount, terms, provisions, purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as herein set forth, other conditions, limitations and restrictions thereafter to be observed;

B. To add to the covenants and agreements of the Company in this Indenture contained, other covenants and agreements thereafter to be observed by the Company, and/or to surrender any right or power herein reserved to or conferred upon the Company;

C. To convey, transfer and assign to the Trustees, and to subject to the lien of this Indenture, with the same force and effect as though included in the Granting Clauses hereof, additional properties and franchises then owned by the Company, acquired by it through consolidation or merger or by purchase or otherwise;

D. To evidence the succession of another corporation to the Company, or successive successions, and the assumption by a successor corporation of the covenants and obligations of the Company in the Bonds and in this Indenture contained;

E. To provide for the creation of any series of Bonds, designating the series to be created and specifying the form and provisions of the Bonds of such series as hereinbefore provided or permitted;

F. To provide a sinking, amortization, improvement or other analogous fund for the benefit of all or any of the Bonds of any one or more series of such character and of such amount and upon such terms and conditions as shall be contained in such supplemental indenture; and/or

G. For any other purpose elsewhere in this Indenture authorized or to make such provision in regard to matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture.

Section 92. The Trustees are hereby authorized to join with the Company in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any such property thereunder. Nothing in this Article shall prevent or affect the exercise, with respect to any such supplemental indenture, of the jurisdiction of any public service commission or other governmental body at the time having jurisdiction in the premises. In each and every case provided for in this Article, the Trustees shall be entitled, before joining in any such supplemental indenture, to exercise their discretion in determining whether or not any such supplemental indenture, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument and the rights and interests of the Bondholders, and the Trustees shall be under no responsibility to any Bondholder or to anyone-whomever, for any act or thing which in good faith they may do or decline to do in the exercise of such discretion. The Trustees shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by them, who may be counsel for the Company, as conclusive evidence that any such supplemental indenture