

DANIEL DOODSWORTH STATION RE-ED KANSAS CITY MO 64104

shall not be responsible for, or in respect of, the validity or sufficiency of this Indenture, or the execution hereof by the Company, or for the validity of the Bonds and coupons issued hereunder or for the sufficiency of the security or for the genuineness, validity or value of the trust estate.

(7) Unless and until the Trustees shall have received written notice to the contrary from the holders of not less than five per cent. in amount of the Bonds at the time outstanding, the Trustees may assume that for the purposes of this Indenture no default has been made by the Company in the payment of any of the Bonds or of the interest thereon or in the observance or performance of any of the covenants contained in the Bonds or in this Indenture and that none of the events of default has happened, and may so assume unless the said notice shall distinctly specify the default desired to be brought to the attention of the Trustees.

(8) The Trustees shall be protected in acting upon any notice, demand, waiver, Bond, coupon, request, consent, certificate, affidavit, resolution or other paper or document believed by them or either of them to be genuine and to be signed or certified to by the proper party or parties, and shall incur no liability for any such action. In any case where it is provided in this Indenture that the Trustees or either of them may or shall accept or act upon a certificate from the Company or any of its officers or a resolution of the Company, concerning, or as proof of, any fact upon which the Trustees or either of them shall be required or permitted to take or refrain from taking action, the Trustees shall not be bound absolutely by such certificate or resolution, but may, in their discretion and at their option, or at the option of either of them, make an investigation into the truth or accuracy of any statement; and in case they or it shall, after such independent investigation, be satisfied that any material statement contained therein is inaccurate, they or it may, in their or its discretion, take or refuse to take or refrain from taking any action predicated or intended to be predicated thereon. Nothing in this paragraph (8) contained shall, however, take from the Trustees the protection hereby conferred upon them in case they shall accept, without further investigation, any certificate or resolution herein provided for. As to any fact upon which the Trustees or either of them may be required or permitted to take, or refrain from taking, action, in respect of which this Indenture does not make specific provision for the evidence upon which the Trustees or either of them may act, the Trustees or either of them may accept as conclusive the statements made in a certificate in form and substance satisfactory to the Trustees or either of them, of the president or a vice-president and the secretary or an assistant secretary and the treasurer or an assistant treasurer of the Company.

(9) The Trustees and each of them in their individual capacity may acquire and hold Bonds and the Coupons appertaining thereto with the same rights which they would have if they were not the Trustees hereunder.

(10) The Trustees and each of them may advise with counsel (who may be of counsel to the Company) to be selected and employed by them at the expense of the Company and shall be fully protected in respect of any action under this Indenture taken or suffered in good faith by the Trustees in accordance with the opinion of such counsel.

(11) Neither of the Trustees shall be answerable for or personally liable for any debts contracted by them or either of them or for any assessments or charges, or for any damages to persons or property, or for salary, or for nonfulfillment of contracts, for any period wherein the Trustees or either of them shall manage the trust property or premises upon entry and possession in pursuance of the terms hereof, and the trust estate and property is hereby charged with a lien prior to the lien of the Bonds and coupons issued hereunder in favor of the Trustees for their security and indemnification against any such liability and against every liability of any kind which they or either of them may incur hereunder as well as for compensation for their services and reimbursement of all their expenses and advances hereunder with interest.

(12) The Trustees shall be under no duty or obligation in respect of any taxes which may be assessed against or imposed upon this Indenture, or imposed upon the Trustees of the Company, or the owners or holders of the Bonds. They shall be under no responsibility or duty in respect of the disposition of the Bonds issued hereunder or the application of the proceeds thereof.

(13) The Trustees may receive a certificate under the corporate seal of the Company, signed by the secretary or by an assistant secretary of the Company, as sufficient evidence of the passage of any resolution by the board of directors or executive committee of the Company.

(14) Neither of the Trustees shall be liable for interest on any moneys paid to or deposited with it or to its credit pursuant to any of the provisions of this Indenture during the period such moneys shall remain on deposit with it except such interest as it may agree on with the Company, or in the absence of agreement, such as is allowed on demand commercial deposits in accordance with the regulations of the New York Clearing House.

(15) The Trustees shall be under no obligation to see that any of the property intended to be conveyed or assigned to them is properly and legally subject to the lien hereof; nor to give notice to any one of the making of this Indenture; nor shall they be under obligation to take any action to secure the conveyance, pledge or deposit to or with them of any after-acquired property of the Company.

(16) It shall be no part of the duty of the Trustees to see to the insurance of any property hereby conveyed or assigned, or to effect or renew insurance, or to procure the delivery of any policies of insurance, or the payment of the proceeds thereof.

SECTION 2.-- Either Trustee or any successor to either in the trust may resign and be discharged from the trust created by this Indenture by giving to the Company notice in writing of such resignation, specifying a date when such resignation shall take effect, which notice shall be published at least once in each week for four successive weeks prior to the date so specified, in a daily newspaper of general circulation in the Borough of Manhattan in the City and State of New York and in a daily newspaper of general circulation in the City of Chicago in the State of Illinois, the first publication to be not less than sixty nor more than ninety days prior to the date so specified. Such resignation shall take effect on the day specified in such notice unless previously a successor Trustee shall be appointed as hereinafter provided, either by the Bondholders or by the Company, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Either Trustee at any time under this Indenture may be removed at any time by an instrument in writing filed with such Trustee and the Company and executed in duplicate by the holders of two-thirds in principal amount of the Bonds then outstanding.

SECTION 3.-- In case at any time either Trustee or any successor to either shall resign or be removed or shall otherwise become incapable of acting or for any cause a vacancy shall occur in the office of either Trustee, a successor Trustee may be appointed by the holders of a majority in principal amount of the Bonds then outstanding by an instrument or concurrent instruments in writing signed by such Bondholders or by their attorneys in fact thereto duly authorized; but, until a new Trustee shall be appointed by the Bondholders as herein authorized, the Company, by an instrument executed by order of its board of directors, may appoint a Trustee to fill such vacancy. The Company shall publish a notice of any such appointment by it made once in each week for four successive weeks in a daily newspaper of general circulation in the Borough of Manhattan in the City and State of New York and in a daily newspaper of general circulation in the City of Chicago, in the State of Illinois; but any Trustee so appointed by the Company shall immediately and without further act be superseded by a new Trustee or new Trustees appointed by the Bondholders. In any appointment to fill vacancies of either or both of said Trustees, however caused, specific designations shall be made as to which of the Trustees herein named such new Trustee is the respective successor of, and such successor Trustee shall perform the duties herein provided to be performed by the party of the second part hereto, of which it or they is or are such respective successors.