

## MORTGAGE RECORD 75

SECTION 4.--Every successor Trustee to either Trustee herein named, or its successors in the trust hereunder, shall be a trust company or bank having power so to act, in good standing. No successor of the Commerce Company shall be eligible to appointment unless it or they shall be able to comply with the then residential requirements of the State of Missouri for the Trusteeship. Every successor to the Central Company, temporary or permanent, shall be a trust company or bank incorporated under the laws of the State of New York or of the United States of America and carrying on business in the Borough of Manhattan, in the City and State of New York, and (if one such can be found willing to accept the trusts hereof) having a capital and surplus aggregating at least \$10,000,000.

SECTION 5.--Any new Trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office, and also to the Company and the other Trustee, an instrument accepting such appointment hereunder, and thereupon such new Trustee without any further act or writing shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors in the trust, with like effect as if originally named as Trustee herein; but the Trustee ceasing to act, shall nevertheless, on the written request of the Company, or of the new Trustee, and at the Company's expense, execute and deliver an instrument transferring to such new Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver all property and money held by it to the new Trustee, it being understood that any securities, cash and other property, the custody of which is given to the resigned or discharged Trustee, shall always be in the custody of its successor in the trust hereunder. Should any deed, conveyance or instrument in writing from the Company be required by the new Trustee for more fully and certainly vesting in and confirming to such new Trustee such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

SECTION 6.--Any corporation into which either Trustee under this Indenture, original or successor, may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which either Trustee shall be a party, shall be the successor of such Trustee under this Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, provided (in respect of the Central Company and its respective successors) such corporation is organized under the laws of the State of New York, or of the United States of America, carries on business in the Borough of Manhattan in the City and State of New York, and has a capital and surplus aggregating at least ten million dollars and provided (in respect of the Commerce Company, and its respective successors) such corporation shall be able to comply with the then residential requirements of the State of Missouri for such Trusteeship.

SECTION 7.--In case any of the Bonds shall have been authenticated, but not delivered, any such successor of the Central Company may adopt the certificate of authentication of the Central Union Trust Company of New York, or of any successor to it, as Trustee hereunder, and deliver the same as authenticated, and in case any of the Bonds shall not have been authenticated, any such successor Trustee may authenticate such Bonds either in the name of any predecessor Trustee (with its consent) or in the name of such successor Trustee; and in all such cases, such certificates shall have the full force which it is anywhere in the Bonds or in this Indenture provided that the certificate of the Central Company shall have.

SECTION 8.--At any times or times, but only in order to conform to any legal requirements in any state in which any part of the property then subject to this Indenture shall be located, the Central Company shall have power to appoint and to execute and deliver all instruments and agreements necessary or proper to appoint another trust company or one or more persons, either to act as separate trustee or trustees or co-trustees of all or any of the property subject to the lien hereof, jointly with the Trustees originally named herein, or their successors, or to act as separate trustee or trustees, of any such property, and the Company shall unite in the execution and delivery of any such instruments or agreements if requested by the Central Company.

SECTION 9.--Every separate trustee, every co-trustee and every successor trustee, appointed as provided in Section 3 above, shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

(1) The Bonds secured hereby shall be authenticated and delivered, and all powers, duties obligations and rights, conferred upon the Central Company in respect of the custody of all pledged securities, shares of stock and cash shall be exercised solely by Central Union Trust Company of New York, or a trust company or bank appointed or acting as its successor in the trust hereunder;

(2) No power shall be exercised hereunder by such separate trustee or trustees or co-trustee or co-trustees, or successor or successors thereto, except with the consent in writing of Central Union Trust Company of New York, or any trust company or bank which may have been appointed or be acting as its successor in the trust; and

(3) Central Union Trust Company of New York or its successor in the trust, at any time by an instrument in writing executed by it, may remove any such other trustee or co-trustee, and may likewise and in like manner appoint a successor to such trustee or co-trustee so removed, anything herein contained to the contrary notwithstanding.

Any notice, request or other writing, by or on behalf of the holders and registered owners of the Bonds delivered solely to Central Union Trust Company of New York and Commerce Trust Company, or their respective successors in the trust shall be deemed to have been delivered to all of the then trustees as effectively as if delivered to each of them. Every instrument appointing any trustee or trustees other than a successor to Central Union Trust Company of New York or Commerce Trust Company shall refer to this Indenture and the conditions in this Article expressed, and upon the acceptance in writing by such trustee or trustees, he, they or it shall be vested with the estates or property specified in such instrument, either jointly with Central Union Trust Company of New York and Commerce Trust Company, or their respective successors, or separately, as may be provided, subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with Central Union Trust Company of New York and Commerce Trust Company, or their respective successors in the trust. Any such separate trustee or trustees or any co-trustee or co-trustees may at any time by an instrument in writing constitute Central Union Trust Company of New York or its successors in the trust hereunder his, their or its agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion authorized or permitted by him, them or it, for and in behalf of him, them or it, and in his, their or its name. In case any separate trustee or trustees or co-trustee or co-trustees, or a successor to either of them, shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of said separate trustee, or co-trustee, so far as permitted by law, shall vest in and be exercised by Central Union Trust Company of New York or its successor in the trust, without the appointment of a new trustee as successor to such separate trustee or co-trustee and no successor to any separate trustee or co-trustee shall be appointed unless such appointment in the opinion of the Central Company shall be necessary for the full protection of the holders of the Bonds.

#### ARTICLE XVI. CONCERNING THE BANKERS.

SECTION 1.--In various portions of this Indenture certain powers are vested in the "Bankers" sometimes referred to as "Sinking Fund Agent." That term shall be construed to mean Halsey, Stuart & Co., Inc., an Illinois corporation, and the successors to substantially all of the business, assets,