

LAWL, BOGERT &amp; NORTH STATIONERY CO. KANSAS CITY, MO. 64104

as a waiver of their exemption from responsibility therefor.

SECTION 2. Either of the Trustees, or any trustee or trustees hereafter appointed, may resign and be discharged of the trusts created by this indenture by sending written notice thereof by registered mail to the Company, and to its or his co-trustee or co-trustees, and by giving to the bondholders notice, by publication, specifying a date when such resignation shall take effect, which notice shall be published at least once a week for four successive weeks on any day of the week in a daily newspaper of general circulation, published in the City of Cleveland, Ohio, and such resignation shall take effect thirty days after the mailing and first publication of such notice.

In case at any time either of the Trustees, or any trustee hereafter appointed (including any additional trustee under any section of this Article) shall resign or be removed or otherwise become incapable of acting, then, except as hereinafter otherwise provided, a successor or successors may be appointed by the holders of a majority in principal amount of the bonds then outstanding, by an instrument, or concurrent instruments, signed by such bondholders, or their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared that if at any time there shall be a vacancy in the office of either of the Trustees hereunder, the Company, by an instrument executed by order of its Board of Directors, may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the bondholders, or otherwise as herein authorized. The Company shall thereupon publish notice of such appointment once each week for three successive weeks on any day of the week in a newspaper of general circulation published in said City of Cleveland, Ohio; but any new trustee so appointed by the Company shall immediately and without further act, be superseded by a trustee appointed in the manner above provided by the bondholders, or otherwise as herein authorized. But in case no such appointment shall be made by the bondholders prior to the expiration of six months after such publication of notice by the Company, a new Trustee, to supersede the Trustee appointed by the Company, may nevertheless be appointed by any court of competent jurisdiction in the premises, upon the application of the holders of one fourth in principal amount of the bonds then outstanding. Every such trustee appointed in place of The Guardian Trust Company, or of any successor to it in the trust, shall always be a trust company in good standing doing business in the City of Cleveland, Ohio, having a capital and surplus amounting to at least \$2,000,000, if there be such a trust company willing and able to accept the trust upon reasonable and customary terms. Every such trustee appointed in place of L.B. Foote, or of any successor to him in the trust, shall be a person appointed by the Company and the Corporate Trustee.

Any new trustee appointed hereunder shall execute, acknowledge and deliver to its or his co-trustee and also to the Company, an instrument accepting such appointment hereunder, and thereupon such new trustee shall become vested with all the estates, properties, interests, rights, powers and trusts, and with all the functions of its or his predecessor in the trust hereunder with like effect as if originally named as trustee herein without any further act, deed or conveyance; but the Trustee ceasing to act shall, nevertheless, on the written request of the new trustee or the Company, and after payment to the Trustee ceasing to act of its or his reasonable compensation then accrued and unpaid, and reimbursement of its or of his proper expenses theretofore incurred and not previously reimbursed, execute and deliver an instrument transferring to such new trustee, upon the trusts herein expressed, all the estates, properties (including moneys and securities), interests, rights, powers and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver any moneys and securities held by such Trustee to the new trustee so appointed in its or his place, it being understood that all moneys, securities and other property of any kind, the custody of which is given to the Corporate Trustee, shall always be in the custody of its successor.

Should any deed, conveyance or instrument in writing from the Company be required by any new trustee for more fully and certainly vesting in or conforming to such new trustee, such estates, properties, interests, rights, powers and trusts, all such deeds, conveyances and instruments in writing shall, on request, be made, executed, acknowledged and delivered by the Company.

Any company into which the Corporate Trustee may be merged, or with which it may be consolidated, or any company resulting from any merger or consolidation to which the Corporate Trustee shall be a party, shall be the successor to the Corporate Trustee herein without the execution or filing of any paper or other further act on the part of the parties hereto, anything herein contained to the contrary notwithstanding.

Upon the appointment of any new trustee hereunder, it shall be the duty of the Company to execute a certificate of such appointment under its corporate seal, and to cause the same to be recorded in the same manner as this indenture shall have been recorded.

If at any time or times it shall be necessary in order to conform to any law of any state in which the Company now holds, or at any time hereafter shall hold any property subject to the lien hereof, or the Corporate Trustee shall be advised by counsel, satisfactory to it, that it is necessary or prudent in the interest of the bondholders, or a majority in principal amount of the bondholders shall in writing so request the Corporate Trustee and the Company, the Trustees and the Company shall execute and deliver all instruments and agreements necessary or proper to constitute another trust company, or one or more persons approved by the Corporate Trustee, either to act as co-trustee or co-trustees of all or any of the property subject to the lien hereof, jointly with the trustees originally named herein, or any successor or successors, or to act as separate trustee or trustees of any such property.

Every additional trustee hereunder shall, to the extent permitted by law, be appointed and act, and the Individual Trustee and his successors in the trust shall act and be subject to the following provisions and conditions, namely:

(1) The bonds shall be certified and delivered and all powers, duties, obligations and rights conferred upon the Corporate Trustee, including the custody, control and management of moneys, papers or securities, shall be exercised solely by said The Guardian Trust Company or a trust company appointed and acting as its successor in the trust hereunder;

(2) No power given hereby to, or which it is provided hereby may be exercised by the Individual Trustee or by any such successor or additional trustee or trustees, shall be exercised hereunder by the Individual Trustee, or by such successor or additional trustee or trustees, except jointly with, or with the consent in writing of said The Guardian Trust Company, or any trust company appointed and acting as its successor in the trust, anything herein contained to the contrary notwithstanding; and

(3) The Company and The Guardian Trust Company or its successor in the trust, at any time, by an instrument in writing executed by them jointly, may remove any such Individual Trustee or Trustees, and any successor of such Individual Trustee and any such additional trustee, and in that case, by an instrument in writing executed by them jointly, may appoint a successor or successors to such additional trustee or trustees, anything herein contained to the contrary notwithstanding.

Any bond or other security and any resolution, certificate, opinion, conveyance, assignment, transfer, affidavit, appointment, report, statement, notice, request, waiver, consent or other instrument or writing delivered solely to The Guardian Trust Company, or its successor in the trust, shall be deemed to have been delivered to all the Trustees hereunder as effectually as if delivered to each of them, and all notices required to be given or published or advertisements required to be made by the Trustees by any provision hereof, may be given, published or made, as the case may be by the Corporate Trustee. All cash and funds to be collected by, deposited with, or payable to the Trustees shall be received by, deposited with and paid to the Corporate Trustee. Any moneys coming into the possession of any trustee other than the Corporate Trustee shall at once be paid over to the Corporate Trustee, except such moneys if any, as should be received by the Individual Trustee or any successor of the Individual Trustee when engaged solely, and not jointly, with the Corporate Trustee in the enforcement of any provision hereof upon the written request or consent of the Corporate Trustee as permitted by any provision hereof. Every