

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

any statement therein contained or for any action or thing by it done, ordered or permitted by reason

of any representation made by the Railway Company or any of its officers.

The Trustee shall not be responsible for the execution or validity hereof, or of the bonds issued hereunder, nor for the sufficiency of the security provided herein, nor for the genuineness, validity or value of the pledged bonds or other securities, nor for the authorization of this Trust Indenture or of the bonds by any governmental commission or authority, and makes no representation in respect thereof. The Trustee shall be under no obligation to see to the delivery to it of the bonds or other securities intended to be pledged hereunder, nor to see that any of the bonds or other securities intended to be assigned or pledged are properly or legally subjected to the lien hereof except as otherwise expressly provided in this agreement; nor to give notice to any person of the making of this Trust Indenture.

The Trustee shall be protected with respect to any and all acts or actions taken, suffered or permitted by it in reliance upon any notice, demand, waiver, copy of resolution, request, consent opinion, certificate, report, affidavit, statement, list, indemnity bond or other paper or document delivered to it pursuant to any provision of this Trust Indenture, or otherwise, and believed by it to be genuine and to have been signed, executed, verified or certified by the proper party or parties.

The Trustee may exercise its powers and perform its duties by or through and may select and employ in and about the execution of this trust, attorneys, appraisers, accountants, agents and other employees, whose reasonable compensation shall be deemed part of the expenses of the Trustee. The Trustee shall not be answerable for the default or misconduct of any attorney, appraiser, accountant, agent or other employee appointed by it in pursuance hereof, nor shall the Trustee be liable for anything whatever which it may do or refrain from doing in connection with this Trust, except its own individual wilful misconduct or default.

The Trustee may advise with legal counsel and the opinion of counsel shall be a full protection and justification to the Trustee for anything done or suffered to be done by it in accordance with such opinion.

In case at any time it shall be necessary or proper for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as Trustee hereunder, a certificate signed and verified by the President or a Vice-President and by the Secretary or an Assistant Secretary of the Railway Company under its corporate seal, shall, except as in this Trust Indenture otherwise expressly provided for, be conclusive evidence of such fact to protect the Trustee in any action which it may take or refrain from taking by reason of the supposed existence or non-existence of such fact.

The Trustee may construe any of the provisions of this Trust Indenture or any supplement hereto and any construction placed upon any provision hereof or thereof by the Trustee in good faith shall be binding upon the holders of the bonds issued hereunder.

The Trustee or any officer or director of the Trustee, in its or his individual capacity, may acquire hold or dispose of bonds and coupons with the same rights which it or he would have if it or he were not Trustee or such officer or director.

2. The Trustee, shall be entitled to reasonable compensation for all services rendered by it in the execution of the trust hereby created, and the Railway Company agrees from time to time to pay such compensation and also from time to time to pay to the Trustee (with interest) all liability and expenses, including counsel fees which it may have incurred hereunder and to indemnify the Trustee for all liability incurred by it hereunder; and the charges and expenses of the Trustee and of its counsel and all liability by it incurred shall be secured by the lien of this Trust Indenture and if the Railway Company shall fail, neglect or delay to pay the same promptly, they shall be paid from and out of the funds in the hands of the Trustee and from and out of the pledged securities prior to any payment therefrom to or upon the order of the Railway Company or of or on account of any of the bonds or securities prior to the termination of the trust created by this Trust Indenture, whether or not a receiver shall have been appointed of the Railway Company, its successor or assign, or of the property of the Railway Company, or shall be in possession or control of any of the property subject to the lien of the First and Refunding Mortgage, or the trusts of this Trust Indenture shall be in course of administration by or under the direction of any court in any jurisdiction.

3. The Trustee or any successor or successors hereunder may resign and be discharged of the trusts created by this Trust Indenture by executing an instrument in writing resigning such trusts, specifying the date when such resignation shall take effect, and filing the same with the Railway Company at its office or agency in the City of New York, New York, at least thirty days (or such shorter time as may be accepted by the Board of Directors or Finance Committee of the Railway Company as adequate) before such resignation is to take effect. Such resignation shall take effect on the day specified in said writing and notice unless previously a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

The Trustee or any successor hereunder may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of two-thirds in aggregate principal amount of the bonds then outstanding, and filed with the Trustee, provided there be paid to the Trustee all moneys then due to it hereunder; and at any time prior to the authentication and delivery of any bonds or, if at any time all of the bonds previously authenticated and delivered shall have been surrendered to the Trustee and no bonds shall be outstanding hereunder, any trustee hereunder, original or successor, may be removed by an instrument in writing executed by the Railway Company and filed in like manner; and in such last mentioned case the Railway Company by an instrument in writing executed by order of its Board of Directors or Finance Committee may appoint a successor to the trustee so removed.

In case at any time the Trustee or any successor or successors shall resign or shall be removed by the bondholders, or shall otherwise become incapable of acting a successor in the trust may be appointed by the holders of a majority in aggregate principal amount of the bonds then outstanding by an instrument of concurrent instruments in writing signed by such bondholders or their duly authorized attorneys in fact and filed with the Railway Company, provided, nevertheless, and it is hereby agreed and declared, that in case at any time of any such resignation, removal or other incapacity, the Railway Company by an instrument executed by order of its Board of Directors or Finance Committee, may appoint such successor until a new trustee shall be appointed by the bondholders as herein authorized. The Railway Company shall publish notice of any such appointment by it made at least once in each calendar week (in each instance upon any day of the week) for four successive weeks in one daily newspaper of general circulation printed in the English language and published in each, the Borough of Manhattan, City of New York, and the City of Chicago, Illinois; but any new trustee appointed by the Railway Company shall immediately and without further act, be superseded by a trustee appointed by the bondholders in the manner above provided.

If in a proper case no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Article within sixty days after the resignation or removal of any trustee hereunder shall have taken effect or after any trustee hereunder shall have become incapable of acting, any bondholder or the retiring trustee may apply to any court (State or Federal) in the State of New York to appoint a successor trustee, and such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor trustee.