

SAL. DODSWORTH STATIONERY CO. KANSAS CITY MO 64114

3. Nothing contained in this Trust Indenture or in any of the bonds or coupons shall prevent any consolidation or merger of the Railway Company with or into any other corporation or any lease, sale, conveyance or transfer to a corporation at the time existing under and by virtue of the laws of any state or states or of the United States of America and empowered to acquire the same, of all of the property of the Railway Company as an entirety, including all of the bonds, coupons and other securities pledged under this Trust Indenture; provided that such consolidation, merger, lease, sale, conveyance or transfer shall be on such terms as to preserve and not to impair the lien and security of this Trust Indenture and the rights and powers of the Trustee and of the holders of the bonds, and that any corporation formed by such consolidation or any corporation into which the Railway Company shall be merged or which shall purchase or receive such conveyance or transfer or lease shall, as part of such consolidation or merger or as part of the consideration for such purchase, conveyance, transfer or lease, expressly assume to make due and punctual payment of the principal of and interest on all of the bonds issued hereunder and to keep and perform all of the covenants and conditions in this Trust Indenture required to be kept or performed by the Railway Company and shall, simultaneously with the delivery to it of a transfer, conveyance or lease, execute and deliver a proper instrument to the Trustee in form satisfactory to the Trustee, whereby it shall assume due and punctual payment of the principal of and interest upon all of the bonds and the performance of all of the covenants and conditions of this Trust Indenture required to be kept or performed by the Railway Company and shall confirm, acknowledge and adopt on its own behalf all of the grants, powers, waivers, warranties, covenants and agreements herein and in the bonds contained and made by or on behalf of the Railway Company and shall agree that all of the bonds then outstanding or thereafter to be issued and all of the provisions of this Trust Indenture shall in all respects have the same force and effect and shall bind such successor corporation, transferee, grantee, or Lessee as fully and absolutely as if all thereof had been created as and were the proper obligations of such successor corporation, transferee, grantee, or Lessee at a time when the title to all of the property and rights so transferred, conveyed or leased, was fully and absolutely vested in said successor corporation, transferee, grantee or Lessee. Any such successor corporation, transferee, grantee or Lessee upon executing and upon delivering to the Trustee an instrument in form satisfactory to the Trustee of the character aforesaid, shall succeed to the Railway Company with the same effect (except as a contrary intention clearly appears herefrom) as if it had been named herein as party of the first part hereto and be subrogated and subject to all the rights, interests, powers, liabilities and obligations of the Railway Company under and by reason of this Trust Indenture or of the bonds. For every purpose of this Trust Indenture (except as a contrary intention clearly appears herefrom), including the provisions having reference to the execution and issue and use of any and all of the bonds, the term "Railway Company" includes and means not only the first part hereto but also any such successor corporation, transferee, grantee or Lessee that shall have complied with the conditions prescribed in this section. Every such successor corporation, transferee, grantee or Lessee that shall have qualified by complying with said conditions shall possess and from time to time may exercise each and every right and power hereunder of the Railway Company in the name of the Railway Company or in the name of such successor corporation, transferee, grantee or Lessee in the names of both said companies or otherwise; and any act or proceeding by any provision of this Trust Indenture authorized or required to be done or performed by any board or committee or any of the officers of the Railway Company shall and may be done or performed by any board, committee or any of the officers of any corporation that shall at any time be such lawful successor corporation, transferee, grantee or Lessee. Such corporation may cause to be signed and may issue in its own name or in the name of the Railway Company or in the name of both said companies, as it shall elect, any or all of the bonds which shall not theretofore have been issued by the Railway Company and delivered to the Trustee, and, for that purpose may from time to time cause the Railway Company to take any corporate action that may be necessary or proper; and the Trustee upon the order of such successor corporation, transferee, grantee or Lessee in lieu of the Railway Company and subject to all the terms, conditions and restrictions herein prescribed, shall authenticate and deliver any or all of the bonds which shall have been previously signed by the officers of the Railway Company and delivered to the Trustee for authentication and any bonds which such successor corporation shall thereafter cause to be signed and delivered to the Trustee for that purpose. All bonds so issued shall in all respects have the same legal right and security as the bonds theretofore or thereafter issued in accordance with the terms of this Trust Indenture as though such successor corporation, transferee, grantee or Lessee had executed, delivered, actually issued all of said bonds and had executed and delivered this Trust Indenture at a time when the title to the property covered by such conveyance and transfer was fully and absolutely vested in such successor corporation.

Nevertheless at any time the Railway Company by an appropriate instrument in writing executed in pursuant to resolution adopted by its Board of Directors or Finance Committee and delivered to the Trustee, may surrender any of the powers reserved to the Railway Company or to such successor or purchasing or leasing corporation, so far as the same shall remain unexecuted; and thereupon such power or powers so surrendered shall terminate.

4. Any written demand, request, notice, certificate, approval, waiver, nomination, appointment, designation, direction, or other similar act to be made, given or executed by the Railway Company under any of the provisions hereof, shall, unless otherwise expressly provided herein, be deemed sufficiently made, given and executed, if (a) signed by the President or the Vice President, of the Railway Company, and (b) signed by its Treasurer or an assistant Treasurer, and (c) sealed with its corporate seal, duly attested by its Secretary or an assistant secretary. Any notice or demand in respect of the bonds and coupons or under this Trust Indenture may be served or made at the head office of the Trustee, or in the case of a notice to, or demand upon the Railway Company, at the office of the Railway Company in the City of Chicago, Illinois, or at its office or agency in the City of New York. The Trustee may receive a certificate under the corporate seal of the Railway Company duly attested by the Secretary or an Assistant Secretary of the Railway Company as sufficient evidence of the passage of any resolution by the Board of Directors or by the Finance Committee of the Railway Company. The Trustee may receive, in lieu of any certified copy of a resolution of the Finance Committee of the Railway Company required to be delivered to it by any of the provisions of this Trust agreement, a writing subscribed by all of the members of such Finance Committee, reciting or stating the same matters as are required by the terms hereof to be recited or stated in the resolution of the Finance Committee.

5. This Trust Indenture may be simultaneously executed in several counterparts, each of which, so executed, shall be deemed to be the original although all or any of the others may not be produced, and such counterparts shall together constitute one and the same instrument.

6. If any provision of this Trust Indenture shall be held or deemed to be or shall be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases and jurisdictions, because conflicting with any provisions of any constitution or statute or rule of public policy or for any other reason, such circumstances shall not have the effect of rendering the provisions or provisions in question inoperative or unenforceable in any other jurisdiction, case or circumstances of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.