

SMALL BUSINESS STATIONERY CO. KANSAS CITY, MO. 64104

treasurer, or embodied in any other form or executed or evidenced in any other manner deemed satisfactory by the Trustee.

(b) any certificate, report, evidence, opinion, communication, instrument, document or paper specified in, or required or permitted by, any of the provisions hereof, or which the Trustee may in its discretion require and secure either in addition to any evidence or paper elsewhere herein designated or (in the event that the Trustee in its discretion shall determine in any instance that the expense of obtaining any evidence or paper elsewhere herein designated would be prohibitive and that the requisite facts and conditions can in the opinion of the Trustee otherwise be determined and established with reasonable certainty and safety) in lieu of any evidence or paper elsewhere herein designated;

(c) any assignment, transfer, resolution, vote, notice, request, consent, appointment, certificate, statement, report, order, affidavit, opinion, letter, telegram, insurance policy or binder, or other evidence, opinion, communication, instrument, document or paper believed by the Trustee to be by or from any person therein stated (or believed by the Trustee) to be familiar with the facts therein stated and to be genuine and correct, and to have been made, signed, sent, executed or certified by a proper party;

(2) for the authorization, validity, execution, truth accuracy or sufficiency, or for the facts purported to be stated in or the other contents, of any evidence, opinion, communication, instrument, document or paper referred to in the past three preceding subclauses or elsewhere in this Indenture;

(3) for any discretion it may exercise, for any opinion, consent, approval or satisfaction it may express or withhold for any determination or other decision it may make or for any action it may take or abstain from taking, not expressly inconsistent with the provisions of this Indenture, if (unless herein otherwise expressly provided for) based upon any request from holders of not less than a majority in principal amount of the Bonds outstanding at the time, or, as regards any particular series if based upon any request from holders of not less than a majority in principal amount of such series outstanding at the time, or upon any evidence facts or circumstances specified in any of the provisions hereof relating to action by the Trustee hereunder, or obtained by the Trustee in addition to such provisions, or (if in any instance no method is elsewhere herein designated for obtaining any evidence or determining any fact or the happening of any circumstance, or the basis for any discretion, opinion, consent, approval, satisfaction, determination, decision, action or abstaining from acting) if based upon any evidence facts or circumstances deemed sufficient by the Trustee in its discretion;

(4) for the consequences of any oversight or for any error of judgment or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith, or believing it to be within the discretion or power conferred by this Indenture, of for any of its acts or omissions in connection with any of its trusts, powers and duties under this Indenture except only (a) for money received and not paid out but held by it, hereunder, or (b) for loss or damage resulting from its own wilful acts, neglects and defaults constituting a breach of trust knowingly and intentionally committed by it in bad faith, or from its own gross negligence.

Subsection D. The Trustee makes no covenant or representation and shall not be responsible: (1) as to or for the authorization, validity, making, execution, delivery, priority or sufficiency of the Bonds or coupons issued and to be issued hereunder, or of this Indenture, or the rights of any person thereunder or hereunder, or the lien created hereby, or the existence, extent or adequacy of the security hereof or of the Mortgaged Property, or the title thereto or description thereof, or the conveyance, assignment or transfer of property to the Trustee under this Indenture; or

(2) as to or for any of the recitals, statements or representations contained in this Indenture or in or on the Bonds or coupons (except only the Trustee's certificate upon the Bonds substantially in the form herein set forth), all of which (except as aforesaid) are and shall be taken as made by the Company only and shall not be construed as made by the Trustee; or

(3) as to or for any acknowledgment, delivery, stamping, recording, registration, renewal filing or re-filing, or for giving any notice, of this Indenture or for procuring any further, or other additional instruments assignments, transfers or conveyances, but may certify and deliver the Bonds as hereinbefore provided immediately upon or from time to time after its execution of this Indenture.

Subsection E. The Trustee shall be under no liability, obligation, responsibility or duty.

(1) to obtain or examine any certificate, account, balance sheet, financial statement or other paper or other information required or indicated by any of the provisions of this Indenture to be delivered or furnished to or filed with the Trustee by the Company, or to take any action in respect of such information, property or affairs unless notified, requested and indemnified as provided in sub-clause (5) of this subsection and elsewhere in this Indenture, or to ascertain, inquire into or see to the disposition or application of the Bonds or the proceeds therefrom, or, unless notified, requested and indemnified as aforesaid, the performance or observance by the Company of any duty, condition, covenant, obligation or agreement of the Company under any of the provisions of this Indenture; or

(2) to pay or provide for or against, or keep itself informed as to the payment of or provision for or against, rents, insurance or the collection or adjustment of any insurance in case of loss, or income or profits, property, excise, franchise or other taxes, or charges, assessments, liens encumbrances, fines or penalties, imposed upon the Mortgaged Property or the Company or its income or property, or upon the Trustee or the holders of the Bonds or upon any money or property of the Company or at any time constituting any part of the Mortgaged Property, or otherwise as to the maintenance of the Benefits, lien or protection of this Indenture but the Trustee, in case of any default in respect thereof by the Company (but subject to the provisions hereinbefore contained for contesting the same upon the conditions hereinbefore specified), may in its discretion pay and discharge any such rents, insurance premiums, taxes, charges, assessments, liens encumbrances, fines and penalties, or effect, collect or adjust such insurance, or advance, pay or apply any other sums, the payment or application of which is incumbent on the Company hereunder and remains unpaid or unapplied as and when payable or applicable, and may take an assignment to be held by its additional security for its protection and the protection and benefit of the Bondholders of each and every claim against or obligation of the Company so paid or discharged by the Trustee; but no such advance, payment or application, no such taking of an assignment, and no such effecting, collecting or adjusting of insurance, by the Trustee, shall constitute a waiver of any default by the Company nor extend to any other default nor affect or impair any right or remedy consequent upon such or any other default; and the Trustee may require the company to keep it fully informed and advised as to the performance and observance of all the duties, covenants, obligations and agreements of the Company, hereunder and the condition of the Mortgaged Property and the Company's operations; or

(3) to recognize as a holder of any of the Bonds secured hereby any person, firm or corporation claiming to be such holder, unless and until such person firm or corporation shall, if required by the Trustee, furnish the Trustee with proof of ownership satisfactory to the Trustee; or

(4) to take notice or be deemed to have knowledge or notice of any default under this Indenture or the Bonds issued hereunder, or under any Underlying Indenture or Underlying Obligation but may conclusively assume that no such default has occurred, unless and until it shall have been specifically notified in writing of such default by the holders of not less than either ten per cent (10%) in principal amount of the Bonds then outstanding or twenty five per cent (25%) in principal amount at the time outstanding of any particular series, if more than one series be outstanding hereunder in respect of which such default shall exist; or

(5) to take any action in respect of any such default or towards the execution or enforcement of any trusts, powers, covenants or provisions of this Indenture or of the Bonds or of any Underlying Indenture or Underlying Obligation, or to institute, appear in, conduct, defend or continue any