

BANK CODE NORTH STATIONERY CO KANSAS CITY MO 64104

but may retain its prior lien on the Mortgaged Property until compensated, reimbursed and indemnified as herein provided.

Section 3. In case of the resignation, removal, disqualification or incapacity of the Trustee at any time, or if a receiver of the Trustee be appointed or its property or affairs be taken over by any public officer or officers, or if it be adjudged a bankrupt or insolvent, or if a vacancy for any cause occur at any time in the office of the Trustee, a successor trustee may be appointed by an instrument in writing filed with the Company, signed by the holders of not less than a majority in principal amount of the Bonds then outstanding. Until such appointment of a successor trustee by the holders of Bonds, the Company may appoint such successor trustee. In either event notice of such appointment shall be published by the Company once a week for three (3) successive weeks in a daily newspaper printed in the English language of general circulation in Abilene, Kansas, and in a similar newspaper of general circulation in Boston Massachusetts. Such appointment by the Company shall be evidenced by an instrument authorized by a Director's Resolution and executed by the president and by the secretary of the Company under its corporate seal, and accepted as hereinafter provided by the successor trustee reciting the facts as to such vacancy and appointment, which instrument if approved by the retiring trustee if capable of acting, shall be conclusive as to all pertinent statements therein contained; but any successor trustee appointed by the Company shall immediately and without further act be superseded by a successor trustee appointed in the manner above provided by the holders of Bonds if appointed within one (1) year from the date of such resignation, removal, disqualification, incapacity or vacancy from any cause. Any vacancy of more than thirty (30) days' standing may be filled by any court of competent jurisdiction on application of any person interested. Any successor trustee (subject to the provisions of section 7 of this Article for the appointment of a co-trustee or separate trustee) shall be a national bank or a trust company in good standing duly authorized and willing to accept the trusts herein set forth upon reasonable or customary terms, having a capital surplus and undivided profits of at least five hundred thousand dollars (\$500,000) and doing business in the State of Kansas or in the City of Boston, Massachusetts.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Company and to the trustee last in office a written acceptance of such appointment and the Company covenants that it will forthwith record and/or file such instruments of resignation or removal and of appointment, whether by the Bondholders or by the Company as aforesaid, and such acceptance, in all places where this Indenture is recorded and/or filed and wherever required for the proper protection of the Bondholders and of the Trustee. Upon such appointment being made and accepted, or upon a consolidation, converting or merger of or with the Trustee as hereinafter provided, such successor trustee, without further act, deed, conveyance or further evidence of transfer, shall immediately become and be vested, subject only to the retiring trustee's prior lien as aforesaid, with all the estate, authorities, rights, duties, privileges, immunities, powers and trusts of the Trustee hereunder, and subject to the same condition as herein provided with respect to the Trustee hereunder, with the same effect as if originally named as such, but the Company and (subject only to its prior lien as aforesaid) the predecessor trustee, if any, at the cost and expense of the Company, will execute, acknowledge and deliver, and the Company will duly record and/or file, any and every instrument, and make such lawful transfers, assignments, conveyances and deliveries, to such successor trustee as may be reasonably required by the Company or such successor trustee, in order fully to vest or confirm in such successor all the right, title and interest of the Trustee in and to the Mortgaged Property and all the rights, powers and trusts of this Indenture.

Section 4. Any bank or trust company into which the Trustee may be converted or merged, or with which the Trustee or such bank or trust company may be consolidated, or any bank or trust company resulting from any converting, merger or consolidation to which the Trustee or any such bank or trust company may be a party, shall be the successor of the Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the Company or any trustee hereunder, provided that such successor is organized under the laws of the State of Kansas, of the Commonwealth of Massachusetts or of the United States of America, is authorized to accept the trusts set forth, carries on business in the State of Kansas or in the City of Boston, Massachusetts, and has a capital, surplus and undivided profits aggregating at least five hundred thousand dollars (\$500,000).

Section 5. In case any of the Bonds shall have been certified but not delivered, any successor trustee may adopt the certification of any trustee, original or successor, and deliver the Bonds so certified, but only upon the terms and conditions specified in this Indenture; and any successor trustee, may certify, in the name of such successor trustee, and deliver, but only upon such terms and conditions, any Bonds thereafter to be issued hereunder. In all such cases such certifications shall have the full force and effect given by any of the provisions of this Indenture to certification by the Trustee.

Section 6. The Trustee is hereby constituted and appointed the agent and attorney of the holders of the Bonds for the purpose of making any affidavits, declarations or proofs or taking any other steps necessary or proper under any present or future legal requirement to preserve the full benefit of, and to enforce, the lien and provisions of this Indenture and the Bonds and coupons.

Section 7. At any time or times, if in the opinion of the Trustee it shall be desirable in order to conform to any legal requirement, or if the president and treasurer of the Company shall in writing so request, the Trustee shall appoint one or more persons, natural or corporate, selected or approved by the Trustee, to act as co-trustee or co-trustees of all or any part or parts of the Mortgaged Property either jointly with the Trustee and any other co-trustee, if any, or as separate trustee or trustees of all or any part or parts of the Mortgaged Property in either case with such estate, rights, powers, privileges, immunities and authorities as may be approved by the Trustee and specified in the instrument of appointment. Any person or persons, natural or corporate so appointed may resign in the manner hereinbefore provided, or may be removed at any time by the Trustee by a written notice delivered or mailed to the person or persons so removed and to the Company. The Trustee may, and the Company and each other co-trustee or separate trustee, if any, at the request of the Trustee shall join in the execution and delivery from time to time of such indenture or indentures supplemental hereto as in the opinion of the Trustee shall be necessary or proper to make any such appointment or appointments and to specify the estate, rights, powers, privileges immunities and authorities of the several additional trustees.

The Trustee shall not be in any way responsible or liable for any loss or damage incurred or suffered by reason of any misconduct or default of any co-trustee or separate trustee, natural or corporate, appointed pursuant to the provisions of this section.

ARTICLE VIII

Immunity of Promoters, Stockholders, Officers and Directors.

No recourse whatsoever, either directly or through the Company or any trustee, receiver or assignee, shall be had in any event or in any manner against any promoter, incorporator or any past, present or future stockholder, director or officer of the Company, by virtue of any past, present or future constitution, statute or rule of law or equity or by the enforcement of any assessment or penalty or by any legal or equitable proceeding, or otherwise, for the payment of the principal of or interest on the Bonds or any of them, or for any claim based thereon or otherwise in respect of the Bonds or of this Indenture; this Indenture and each of the Bonds being a corporate obligation only and all individual liability of whatever kind or nature of, and all rights and claims against such promoters, incorporators, stockholders, directors and officers founded in any way, directly or indirectly, upon this Indenture or the Bonds, or growing out of their issuance or out of the indebtedness thereby evidenced, are expressly waived and released by the holders of the Bonds by the acceptance thereof.