

MORTGAGE RECORD No. 79

(h) The recitals of fact and the covenants and agreements in this Mortgage and in said bonds contained shall be taken as made by the Company alone, and shall not be construed as made by or as imposing any obligation or liability upon the Trustee.

(i) 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.

(j) The Trustee may become the owner of bonds and coupons secured hereby with the same rights it would have if it were not Trustee.

(k) The Trustee shall not be individually liable for any debt contracted by it or for the expenses of operating the business of the Company, or for damages to person or property, or for non-fulfillment of contracts, or for any other torts, obligations and liabilities arising during any period wherein the Trustee shall manage the Trust Estate, or any part thereof, upon entry, as aforesaid or otherwise, and the Trust Estate is hereby charged with a paramount lien in favor of the Trustee for its security and indemnification against any such liability.

(l) In all cases where this Mortgage does not make other express provisions as to the evidence upon which the Trustee may act or refrain from acting, the Trustee shall be protected in acting or refraining from acting under any provision of this Mortgage, in reliance upon a certificate as to the existence or non-existence of any fact or facts, signed by the President or a Vice-President of the Company and by its Treasurer or Secretary or Assistant Treasurer or Assistant Secretary, and sealed with its corporate seal.

Section 2. The Trustee may resign and be discharged of the trusts created by this Mortgage by giving written notice thereof to the Company, specifying the date when such resignation shall take effect, and by publishing such notice at least once a week for two successive weeks in a newspaper published in Kansas City, Missouri; and such resignation shall take effect on the date specified in such notice.

The Trustee may be removed at any time by an instrument in writing under the hands of the holders of three-fourths of the aggregate amount of the bonds secured hereby then outstanding.

Section 3. In case at any time the Trustee, or any trustee hereafter appointed, shall resign, be removed or for any reason cease to be Trustee or become ineligible to act or incapable of acting, a successor may be appointed by the holders of a majority of the aggregate amount of bonds secured hereby and then outstanding, by an instrument or concurrent instruments signed by such bondholders, or their attorneys in fact duly authorized; provided, nevertheless, that in case at any time there shall be a vacancy in the office of Trustee hereunder the Company, by an instrument executed by order of its board of directors, may appoint a Trustee which shall act until a successor trustee shall be appointed by the bondholders as hereunder authorized. After any such appointment by the Company, it shall publish notice thereof at least once a week for two successive weeks in a newspaper published in Kansas City, Missouri; and any 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 holders of a majority of the aggregate amount of bonds hereby secured and then outstanding, if such appointment by such bondholders be made prior to the expiration of one year after the completion of such publication notice. Any new trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and deliver one counterpart thereof to the trustee last in office, and thereupon such new trustee, without further act, deed or conveyance, shall become vested with all the estates, properties, powers and trusts of its predecessors in the trusts hereunder, with like effect as if originally named as trustee herein; but nevertheless upon the written request of the successor trustee or of the Company, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the estates, properties, rights powers and trusts of the trustee so resigning or removed, and shall duly assign, transfer and deliver any other property and money held by such trustee to the successor trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the Company be required by any new trustee for more fully and certainly vesting in and confirming to it such estates, rights, powers and duties, then any and all such deeds, conveyances and instruments in writing shall, on request of said new trustee, be made, executed, acknowledged and delivered by the Company.

The resignation of any such Trustee and the instrument or instruments removing the Trustee and appointing a new trustee hereunder and the acceptance of the successor trustee shall, at the expense of the Company, be filed and recorded by the Company in all offices wherein this Mortgage is recorded and in the same manner, and notices in writing of such resignation or substitution of the Trustee and the appointment and acceptance of the successor trustee shall immediately be served on the Fiscal Agent.

Every such successor trustee appointed in place of the Trustee herein appointed or its successor in trust shall be a trust company or a national bank having the powers of a trust company having an office in Missouri, in good standing, able and willing and legally competent to accept the trusts upon reasonable or customary terms.

Section 4. Any company into which any trustee or successor trustee may be merged or with which it may be consolidated, or any company resulting from any merger or consolidation to which any successor trustee shall be a party, or any company succeeding to the business of any successor trustee, shall be the successor of any successor trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. In case any of the bonds issuable under this Mortgage shall have been authenticated but not delivered, any such successor trustee may adopt the certification or authentication of The First National Bank of Kansas City, or of any such successor to it as Trustee hereunder, and deliver the same so authenticated; but in case any of the bonds issuable hereunder shall not have been authenticated, any successor trustee shall authenticate such bonds in the name of such successor trustee, and in all such cases such authentication shall have the full force and effect which anywhere in said bonds or in this Mortgage it is provided that authentication of the Trustee shall have.

ARTICLE XI. MISCELLANEOUS.

Section 1. Any request, declaration or other instrument which this Mortgage may require or permit to be signed and executed by the bondholders may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney, or of the holding by and person of the bonds or coupons appertaining thereto, may be accepted by the Company or the Trustee or the Fiscal Agent as sufficient for any purpose of this Mortgage if made in the following manner:

(a) The fact and date of the execution by any person of such request or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in any state, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution;

(b) The amount of bonds transferable by delivery held by any person executing such request or other instrument as a bondholder, and the issue numbers thereof, held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depository wherever situated, if such certificate shall be deemed by the Trustee or the Fiscal Agent to be satisfactory, showing that at the date therein mentioned any such person had on deposit with such depository the bonds described in such certificate. The Company, Trustee or the Fiscal Agent may nevertheless in their discretion require proof in cases where they deem further proof desirable. The ownership of registered bonds shall be proved by the registry books.

Any request, consent or vote of the owner of any bond shall bind all future owners of the same instrument in respect to anything done or suffered by the Company or the Trustee or the Fiscal Agent in pursuance thereof.

Section 2. From time to time the holders of fifty per cent (50%) in amount of the bonds hereby secured for the time being outstanding, by an instrument or instruments in writing, signed by such holders,