

DOUGLAS COUNTY

In case at any time The Chase National Bank of the City of New York or any corporate Trustee hereafter appointed shall resign or be removed or otherwise become incapable of acting, a successor to such corporate Trustee may be appointed by the holders of at least a majority in amount of the Bonds then outstanding by an instrument or concurrent instruments in writing signed by such Bondholders or by their duly authorized attorneys-in-fact if such appointment by such Bondholders be made prior to the expiration of 12 months after the completion of the publication of notice of an appointment by the Company as hereinafter provided. Unless and until a new corporate Trustee shall be appointed by the Company as herein authorized, the Company, by an instrument in writing executed by order of its Board of Directors, shall appoint a corporate Trustee to fill such vacancy.

After any such appointment by the Company, it shall publish notice of such appointment once in each of 2 successive calendar weeks in one daily newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York, and in one daily newspaper printed in the English language and published and of general circulation in the City of Lawrence, State of Kansas, and in one daily newspaper printed in the English language and published and of general circulation in each of such other cities, if any, in which the principal of or the interest on any of the Bonds at the time outstanding hereunder shall be payable (in each instance upon any secular day of the week and in any such newspaper). Any new corporate Trustee so appointed by the Company shall immediately and without further act be superseded by a corporate Trustee appointed in the manner above provided by the holders of at least a majority in amount of the Bonds then outstanding. Every corporate Trustee appointed under the provisions of this Section 96 shall be a trust company or bank organized under the laws of the State of New York, or a national banking association organized under the laws of the United States of America, and under such laws authorized to act as corporate Trustee hereunder, and having a capital, undivided profits and surplus aggregating at least \$1,000,000, if there be such a trust company or bank willing and able to accept the trust on reasonable and customary terms. Any new Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the Company, one counterpart thereof to the retiring Trustee and one counterpart thereof to the remaining co-Trustee; or in the event that both Trustees shall retire at the same time, each new Trustee shall execute and deliver one counterpart of such instrument of acceptance to the Company, one counterpart thereof to the other new Trustee and one counterpart thereof to each of the retiring Trustees. Upon the execution and delivery of such instrument or instruments of acceptance, such new Trustee or Trustees shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of his, its or their predecessor or predecessors in the trust hereunder with like effect as if originally named as Trustee or Trustees herein; but the Trustee or Trustees retiring shall, nevertheless, if and when requested in writing by either the new Trustee or Trustees or the Company, and upon payment of his, its or their lawful charges and disbursements then made, execute and deliver an instrument or instruments conveying and transferring to such new Trustee or Trustees all the estates, properties, rights, powers and trusts of the retiring Trustee or Trustees, and shall deliver to the new Trustee or Trustees a statement of the assets and liabilities of the trust hereunder as of the date of such appointment. Should any new Trustee or Trustees be required by any new Trustee or Trustees for more fully and certainly vesting in and confirming to him, it or them the said estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing shall, on request of said new Trustee or Trustees, be made, executed, acknowledged and delivered by the Company.

In case the individual Trustee herein named or any of his successors shall die, resign or be removed or otherwise become incapable of acting, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustee hereunder, so far as permitted by law, shall vest in and be exercised by the corporate Trustee without the appointment of any new Trustee as successor to said individual Trustee; and no successor to the individual Trustee shall be appointed, unless such appointment shall be necessary or prudent for the protection of the holders of the Bonds hereby secured, or unless the corporate Trustee or the holders of a majority in amount of the Bonds then outstanding shall deem such appointment expedient for any cause.

SECTION 97. Any corporation into which the corporate Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the corporate Trustee shall be a party, or any corporation which shall otherwise become the lawful successor to the assets and business of the corporate Trustee as an entirety or substantially as an entirety, shall be the successor of the corporate Trustee hereunder without the execution or filing of any instrument or any further act on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding, provided such corporation shall be a corporation organized under the laws of a State of the United States of America, or under the laws of the United States of America.

SECTION 98. At any time or times, in order to conform to any legal requirements, the Trustees and the Company shall have power to appoint, and shall unite in the execution and delivery of all instruments and the performance of all acts necessary or proper to appoint, another trust company or bank or one or more persons designated by the Board of Directors of the Company and approved by the corporate Trustee, either to act as co-trustee or co-trustees of all or any part of the trust estate jointly with the Trustees, or to act as substitute trustee or trustees of any part of the same, and in any case with such of the powers, rights and duties hereby conferred or imposed on the Trustees or either of them, and for such term, if any limitation is placed thereon, as may be specified in the instrument of appointment, and the same to be exercised either jointly with the Trustees or either of them or separately, according as such instrument or instruments may prescribe; and, if an event of default shall have happened and shall not have been remedied, the Trustees shall have power, without notice to or any action on the part of the Company and without the necessity of the execution of any such instrument of appointment by the Company, to appoint such co-trustee or co-trustees or substitute trustee or trustees as aforesaid, and to execute all instruments and perform all acts necessary or convenient and proper for such purpose. The Trustees may receive the opinion of any counsel approved by them as to the necessity or propriety of appointing any such co-trustee or substitute trustee and as to the form and effect of any such instrument to be executed or any act to be taken to effect such appointment and as to any other matter arising under this Section 98, and such opinion shall be full protection to the Trustees for any action taken or omitted to be taken by them pursuant thereto.

Any request in writing by the corporate Trustee to the individual Trustee hereunder shall be sufficient warrant to the individual Trustee to take such action as may be so requested. The individual Trustee, at any time by an instrument in writing, may constitute the corporate Trustee and its successors in the trust hereunder as agent and attorney-in-fact with full authority and power to do all acts and things and to exercise all discretions hereunder for and in behalf of and in the name of the Trustee executing such instrument.

SECTION 99. Any and all money or securities constituting a part of the trust estate at any time coming into the hands of any Trustee other than the corporate Trustee, shall be at once paid over, delivered, pledged and deposited to and with the corporate Trustee, it being the intention hereof that the custody of all money and securities held under this Indenture and all rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the corporate Trustee under this Indenture, shall not vest in the individual Trustee, but shall remain vested solely in the corporate Trustee and the successor and successors to the corporate Trustee in the trusts hereunder.

SECTION 100. Any notice to or demand upon the Trustees may be served or presented, and such demand may be made, at the principal office of the corporate Trustee. Any notice to or demand upon the