may appoint such a successor without the concurrence of the Company. No such successor, whether a corporation or an individual, shall be appointed which shall be unable to comply with the then residential requirements of the State of Missouri for such trusteeship.

In case at any time the New York Trustee shall cease to be an institution incorporated and doing business under the laws of the United States of America or of any State or territory or of the District of Columbia which (a) is authorized under such laws to exercise corporate trust powers and (b) is subject to supervision or examination by Federal, State, territorial or district authority, or shall cease to have a combined capital and surplus of at least $250,000, then the New York Trustee shall resign immediately and, in the event that the New York Trustee does not resign immediately in such case, then it may be removed forthwith by an instrument or concurrent instruments in writing filed with the New York Trustee and either (i) signed and sealed by the President or a Vice President of the Company with its corporate seal attested by a Secretary or an Assistant Secretary of the Company, or (ii) signed and acknowledged by the holders of a majority in principal amount of the Bonds then outstanding hereunder or by their attorneys-in-fact duly authorized.

In case at any time the New York Trustee shall resign or be removed or otherwise become incapable of acting, a successor to such New York 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; but until a new New York Trustee shall be appointed by the Bondholders as herein authorized, the Company, by an instrument in writing executed by order of its Board of Directors, shall appoint a new New York Trustee to fill such vacancy and the Company shall publish notice of such appointment once in each of two successive calendar weeks in one newspaper of general circualtion published in the Borough of Manhattan, City and State of New York, in each instance upon any day of the week and in any such newspaper. Any new New York Trustee so appointed by the Company shall immediately and without further act be superseded by a New York Trustee appointed in the manner above provided by the holders of at least a majority in amount of the Bonds then outstanding. If in a proper case no appointment of a successor New York Trustee shall be made pursuant to the foregoing provisions of this Section within six months after a vacancy shall have occurred in the office of New York Trustee, the holder of any Bond outstanding hereunder or any retiring New York Trustee may apply to any court of competent jurisdiction to appoint a successor New York Trustee. Said court may thereupon after such notice, if any, as said court may deem proper and prescribe, appoint a successor New York Trustee. Every New York Trustee appointed under the provisions of this Section shall be a trust company or bank organized under the laws of the State of New York or under the laws of the United States of America, having its principal office for the transaction of business in the Borough of Manhattan, City and State of New York, and (a) which shall have a capital and surplus aggregating at least $5,000,000 on the date of its appointment, (b) which shall be authorized under the laws under which it is incorporated to exercise corporate trust powers, and (c) which is subject to supervision or examination by Federal, State, territorial or district authority, 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 its, his 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 its, his or their lawful charges and disbursements then unpaid, if any, execute and deliver an instrument or instruments conveying and transferring to such new Trustee or Trustees, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Trustee or Trustees so retiring, and shall duly assign, transfer and deliver to the new Trustee or Trustees so appointed in its, his or their place all property and money held by it, him or them hereunder. Should any deed, conveyancy or instrument in writing from the Company be required by any new Trustee or Trustees for more fully and certainly vesting in and confirming to it, him 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 Missouri Trustee herein named or any of its successors shall resign or be removed or otherwise become incapable of acting, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustees hereunder, so far as permitted by law, shall vest in and be exercised by the New York Trustee without the appointment of any new Trustee as successor to said Missouri Trustee; and no successor to the Missouri Trustee shall be appointed, unless such appointment shall be necessary or prudent for the protection of the holders of the Bonds, or unless the New York Trustee or the holders of a majority in amount of the Bonds then outstanding shall deem such appointment expedient for any cause.

Section 141. Any corporation into which either Trustee hereunder may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which such Trustee shall be a party, or any corporation which shall otherwise become the lawful successor to the assets and business of such Trustee as an entirety or substantially as an entirety, shall be the successor of such 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 (a) in the case of the New York Trustee, be a corporation organized under the laws of the State of New York, or under the laws of the United States of America, having its principal office for the transaction of business in the Borough of Manhattan, City and State of New York, and shall be authorized under such laws to exercise corporate trust powers and shall be subject to supervision or examination by Federal, State, territorial or district authority and shall have a combined capital and surplus of at least $250,000, and (b) in the case of the Missouri Trustee, be able to comply with the then residential requirements of the State of Missouri for such trusteeship.

Section 142. 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 New York 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 all 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, the same to be exercised jointly with the New York Trustee, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the New York Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or co-trustees or substitute trustee or trustees; 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