

MORTGAGE RECORD 85

H. To change, alter, modify, vary or eliminate any of the terms, provisions, restrictions or conditions of this Indenture; provided, however, that any such changes, alterations, modifications, variations or eliminations made in a supplemental Indenture pursuant to this Paragraph shall be expressly stated in such supplemental Indenture to become effective only when there are no Bonds outstanding of any series authenticated and delivered prior to the execution of such supplemental Indenture; provided further, that such supplemental Indenture shall be specifically referred to in the text of all Bonds of any series authenticated and delivered after the execution of such supplemental Indenture; provided further, that the Trustees may, in their uncontrolled discretion, decline to enter into any such supplemental Indenture which, in their opinion, may not afford adequate protection to the Trusts when the same shall become operative; and/or

I. For any other purpose not inconsistent with the terms of this Indenture and which shall not impair the security of the same, or for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provisions contained herein or in any supplemental Indenture.

Section 149. The Trustees are authorized to join with the Company in the execution of any such supplemental Indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder. Any supplemental Indenture executed in accordance with any of the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental Indenture as to any provision authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes, and, if deemed necessary or desirable by the New York Trustee, any of such terms or conditions may be set forth in reasonable and customary manner in the Bonds of the series to which such supplemental Indenture shall apply. In case of the execution and delivery of any supplemental Indenture, express reference may be made thereto in the text of the Bonds of any series authenticated and delivered thereafter, if deemed necessary or desirable by the New York Trustee.

Section 150. In each and every case provided for in this Article, the Trustees shall be entitled to exercise their discretion in determining whether or not any proposed supplemental Indenture, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument, the needs of the Company, and the rights and interests of the Bondholders, and neither of the Trustees shall be under any responsibility or liability to the Company or to any Bondholder or to anyone whatsoever, for any act or thing which they, or either of them, may do or decline to do in good faith, subject to the provisions of this Article, in the exercise of such discretion. The Trustees and each of them shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel, as conclusive evidence that any such supplemental Indenture complies with the provisions of this Indenture, and that it is proper for the Trustees, under the provisions of this Article, to join in the execution of such supplemental Indenture.

ARTICLE SEVENTEEN

MEETINGS OF BONDHOLDERS

Section 151. Modifications and alterations of this Indenture and/or of any Indenture supplemental hereto and/or of the rights and obligations of the Company and/or of the holders of outstanding Bonds and coupons issued hereunder may be made as provided in Sections 152 to 156, inclusive.

Section 152. The New York Trustee may at any time call a meeting of the Bondholders affected by the business to be submitted to the meeting and it shall call such a meeting on the Written Request of the Company, given pursuant to a Resolution of the Board, or on the written request of the holders of 15% or more in principal amount of the Bonds affected by the business to be submitted to the meeting outstanding at the time of such request. In the event the New York Trustee shall fail for 10 days to call a meeting, after being thereto requested by the Company or such Bondholders, as aforesaid, the holders of at least 15% in principal amount of the then outstanding Bonds affected by the business to be submitted to the meeting, or the Company, pursuant to a Resolution of the Board, may call such meeting. Every such meeting called by the New York Trustee shall be held in the Borough of Manhattan, City and State of New York, or, with the approval of the Company evidenced by a Resolution of the Board, at any other place in the United States of America, and written notice thereof, stating the place and time thereof and in general terms the business to be submitted, shall be mailed by the New York Trustee not less than 30 days before such meeting (a) to each registered holder of outstanding Bonds affected by the business to be submitted to the meeting addressed to him at his address appearing on the Bond register of the Company, (b) to each holder of any such Bond payable to bearer who shall have filed with the New York Trustee an address for notices to be addressed to him, (c) to each other holder of any Bond affected by the business to be submitted to the meeting whose name and address appears on the latest information furnished to the New York Trustee as provided in Section 87, and (d) to the Company, and shall be published by the New York Trustee once in each of the four successive calendar weeks immediately preceding the week in which the meeting is to be held, in at least one daily newspaper of general circulation regularly published in the English language 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, but the publication in the first calendar week to be made not less than 28 days prior to the date of such meeting); provided, however, that the mailing of such notice to any Bondholder affected by the business to be submitted to the meeting, shall in no case be a condition precedent to the holding of such meeting, and neither failure to mail such notice to any such holder or holders nor any defect in such notice shall affect the validity of the proceedings taken at such meeting. If such meeting is called by the Company or Bondholders affected by the business to be submitted to the meeting, it shall be held at such place in the United States of America as may be specified in the notice calling such meeting and notice thereof shall be sufficient for all purposes hereof if given by newspaper publication as aforesaid, stating the place and time of the meeting and in general terms the business to be transacted. Any meeting of Bondholders, including any adjourned meeting, shall be valid without notice if the holders of all outstanding Bonds affected by the business to be submitted to the meeting are present in person or by proxy and if the Company and the Trustees are present by duly authorized representatives, or if notice is waived in writing before or after the meeting by the Company, the holders of all outstanding Bonds affected by the business to be submitted to the meeting, or by such as are not present in person or by proxy, and by the Trustees.

Section 153. Officers and nominees of the Company may attend such meeting, but shall not be entitled to vote thereat. Officers and nominees of the New York Trustee and of the Missouri Trustee may attend such meeting and may vote thereat Bonds held by them in their individual or any other capacity but not Bonds held by them as Trustees hereunder. Attendance by Bondholders may be in person or by proxy. In order that the holders of Bonds payable to bearer and their proxies may attend and vote without producing their Bonds, the New York Trustee, with respect to any such meeting called by the New York Trustee, may make and from time to time vary such regulations as it shall think fit for the deposit of Bonds with or the exhibition of Bonds to any banks, bankers or trust companies, and for the issue, to the persons depositing or exhibiting such Bonds, or certificates by such depositaries entitling the holders thereof to be present and vote at any such meeting and to appoint proxies to represent them and vote for them at any such meeting in the same way as if the persons so present and voting, either personally or by proxy, were the actual bearers of the Bonds in respect of which such certificates shall have been issued, notwithstanding any transfer of such Bonds subsequent to the issuance of such certificates, and any regulations so made shall be binding and effective. Each such certificate shall state the date on which