

MORTGAGE RECORD 88

ARTICLE EIGHT.
RELATING TO THE TRUSTEES:

Section 8.01. Neither of the trustees shall be under a duty to see to the doing of any act required or covenanted to be performed by the company, a paying agent for any of the bonds issued hereunder, or any other person. Neither of the trustees shall be required to take notice of any event of default unless notified thereof by the holders of at least twenty-five per cent (25%) of the principal of the bonds issued hereunder, or be under the affirmative duty to do any act unless so requested by bondholders holding the requisite principal amount of bonds and upon being furnished satisfactory indemnity therefor and if and only if said trustee is advised by counsel that such action is lawful and appropriate. In no event shall the trustees, or either of them, be responsible or liable for anything done or not done or suffered to be done or not done by them or either of them except for such trustee's own willful misfeasance.

Section 8.02. The trustees, or either of them, shall be entitled to rely on any document believed to be genuine and neither shall be under any responsibility or liability for acting or not acting in reliance on any such document or in reliance on the opinion of counsel.

Section 8.03. The fees, expenses, and charges of the trustees, including the reasonable fees of their counsel and agents, incurred in administering the trust estate shall be paid by the company and until paid shall be a lien on the property subject to the lien of this mortgage paramount to the bonds or any of them issued hereunder, anything to the contrary notwithstanding.

Section 8.04. Neither of the trustees shall be liable or responsible for any statement or representation of fact contained in the bonds, this mortgage or any supplement hereto, or for the debts or obligations of the company, or for the acts of any agent selected by it with reasonable care, or for the execution of the bonds or the validity thereof, or for the validity of this mortgage and any supplements hereto.

Section 8.05. The trustees or either of them may be removed by an instrument in writing signed by the holders of a majority of the principal amount of the bonds issued and outstanding hereunder, fixing the date of such removal and designating therein his, its, or their successor(s). Such removal and appointment shall be valid upon publication, at least once in a daily newspaper published in Kansas City, Missouri, of notice of such removal and appointment, provided it is published prior to the effective date of removal. The trustees or either of them also may resign at any time upon filing at least forty-five days' notice of resignation with the company and with the remaining trustee, if any, fixing the effective date of such resignation. The holders of a majority in principal amount of the bonds then issued hereunder may by an instrument in writing appoint a successor trustee or trustees and such appointment shall be effective on the date therein fixed upon publishing notice thereof in the same manner as above set forth prior to the effective date of such appointment. If such holders of bonds fail to make any such appointment of a trustee or trustees to succeed the trustee or trustees resigning, within thirty days after notice of resignation is received by the company, the company by an instrument in writing may appoint a successor trustee or trustees upon giving similar published notice thereof. The successor or successors to the corporate trustee shall always be a bank or trust company, authorized by law to act as trustee hereunder with its principal office in Missouri or Kansas. The successor to any individual trustee shall always be an individual. Executed copies of any of the foregoing instruments shall be filed with the resigning or removed trustee and with its successor, but failure to so file the same shall not invalidate the removal or resignation of a trustee or the appointment of a successor trustee.

Section 8.06. Upon the appointment of a successor trustee, and upon its or his acceptance of the trust by an instrument in writing by and between it or him and the company (which instrument shall be recorded in all places in which this mortgage or any supplement hereto is filed or recorded), the said successor trustee shall succeed, without further act or deed, to all the rights, privileges, and duties of its or his predecessor and such predecessor shall forthwith surrender all mortgaged property, books, and records or instruments relating thereto to such successor trustee.

Section 8.07. Reece A. Gardner has been joined as individual trustee hereunder so that if by reason of any present or future law in any jurisdiction in which it may be necessary to perform any act hereunder, said The First National Bank of Kansas City, or its successors in trust, may be incompetent or disqualified or unwilling to act as the corporate trustee hereunder, then all of the acts required to be performed in any such jurisdiction shall and may be performed by said Reece A. Gardner, or his successor or successors in trust, as individual trustee, acting alone, and in such case the individual trustee shall have all of the rights and duties and be entitled to all of the privileges and immunities herein or by law conferred upon said The First National Bank of Kansas City, as corporate trustee, or its successors, or the trustees hereunder jointly or severally. Any request in writing made by said The First National Bank of Kansas City, as corporate trustee, or its successors, to the individual trustee, shall be sufficient warrant for the individual trustee to take the action requested. Said individual trustee hereby delegates to said The First National Bank of Kansas City, as corporate trustee, or its successors, any bookkeeping, custody, or ministerial function or discretion directed by this mortgage indenture to be performed by the trustees or either of them, and to the extent permitted by law said individual trustee hereby delegates to said The First National Bank of Kansas City, as corporate trustee, or its successors, the exercise of any power, discretion, or duty conferred by this indenture, or any indenture supplemental hereto, upon the trustees, or either of them. To the extent permitted by law The First National Bank of Kansas City, as corporate trustee, or its successors, shall give all notices and assents required to be given by the trustees hereunder, or either of them, and any such notice or assent so given by the corporate trustee shall be binding upon both the corporate trustee and the individual trustee, and shall be as fully effective for all purposes as if given by both of said trustees.

Section 8.08. The acceptance of the trust herein created by the trustees is conditioned upon the provisions of this Article Eight, to which the bondholders by the issuance of bonds hereunder, and the company, agree.

ARTICLE NINE.

POSSESSION, USE, AND PARTIAL RELEASE OF MORTGAGED PROPERTY:

Section 9.01. Unless some event of default as defined in Article Six hereof shall have occurred and be then continuing (a) the company shall be suffered and permitted to possess, manage, develop, operate, and enjoy the mortgaged property, and except as otherwise provided for in Article Two hereof, to take and use any income, rents, issues, and profits thereof in the same manner, to the same extent and with the same effect as if this mortgage had not been made, and to sell, free from the lien hereof, in the usual course of trade with its customers, such merchandise as is commonly dealt in by corporations engaged in a similar business; (b) the company may at any time, without the consent of the trustees or the holders of bonds issued hereunder sell, abandon, quitclaim, or otherwise dispose of parts of its real and personal property or its oil and gas leases which are neither necessary to nor useful for the operation of its business or the operation of its gas system(s) or which have become depleted, worn out, or damaged or otherwise unsuitable for its purpose; provided that the company shall not, while any bonds are outstanding hereunder, in any given period of twelve months, without the written consent of the trustees, sell or dispose of such property under this clause (b) exceeding the cash value of \$10,000, and shall not sell or dispose of any of the main pipe lines of the company without the consent of the trustees and upon a showing by a competent engineer of the necessity or desirability thereof. Any property sold, abandoned or otherwise disposed of pursuant to the foregoing shall be released from the lien of this mortgage by the trustees upon the written request of an officer of the company and setting forth under oath a description of the property to be released, the cash value, if any, and the circumstances on which the request for the release is based. The trustees may fully rely on said request and sworn statement.

Any disposition of property made pursuant to the terms of this section 9.01 of this Article Nine may be effected without the necessity for any compliance with the provisions of the succeeding section 9.02.

Section 9.02. So long as the company is not in default hereunder the company may also sell, exchange, or otherwise dispose of any other property subject to the lien hereof, and the trustees shall release the same from the lien hereof upon receipt by them of (a) a certified copy of resolutions of the board or directors authorizing the sale, exchange, or other disposition of such property; (b) an affidavit of the president, or treasurer