

have power to accept such resignation or to remove the co-trustee.

In case at any time the co-trustee shall resign or shall be removed (unless the co-trustee shall be removed as provided in subsection (e) of § 16.14 in which event the vacancy shall be filled as provided in said subsection) or shall die or shall become incapable of acting, a successor may be appointed by the Company and the Trustee and, upon the request of the Trustee, the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint such successor. In the event that the Company shall not have joined in such appointment with fifteen (15) days after the receipt by it of a request so to do, the Trustee alone shall have power to make such appointment.

§ 16.21. No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

§ 16.22. A co-trustee may at any time by an instrument in writing constitute the Trustee his agent or attorney-in-fact, with full power and authority, to the extent which may be permitted by law, to do all acts and things and exercise all discretion authorized or permitted by him, for in his behalf, and in his name. In case the co-trustee shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties, and obligations of the co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee without the appointment of a new trustee as successor to the co-trustee.

§ 16.23. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to his or its predecessor trustee, and also to the Company, an instrument accepting

such appointment hereunder, and there upon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of his or its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the trustee ceasing to act shall nevertheless, on the written request of the Company, or of the successor trustee, or of the holders of ten per centum (10%) in principal amount of the Bonds then outstanding hereunder, execute, acknowledge and deliver such instruments of conveyance and further assurance, and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the rights, title and interest of the trustee to which he or it succeeds, in and to the mortgaged and pledged property and such rights, powers, trusts, duties and obligations, and the trustee ceasing to act shall also, upon like request, pay over, assign and deliver to the successor trustee any money or other property subject to the lien of this Indenture, including any pledged securities which may then be in his or its possession. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, properties, rights, powers, trusts and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

§ 16.24. Any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be a party or any corporation to which substantially all the business and assets of the Trustee may be transferred, provided such corporation shall be eligible

under the provisions of § 16.01 and qualified under § 16.14, shall be the successor trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on the part of any other parties hereto, anything herein to the contrary notwithstanding. In case any of the Bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such Bonds, adopt the certificate of authentication of the original Trustee or of any successor to it as trustee hereunder, and deliver the said Bonds so authenticated; and in case any of said Bonds shall not have been authenticated, any successor to the Trustee may authenticate such Bonds, either in the name of any predecessor hereunder or in the name of the successor trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Indenture provided that the certificate of the Trustee shall have; provided, however, that the right to authenticate Bonds in the name of the Trustee shall apply only to its successor or successors by merger or consolidation or sale as aforesaid.

§ 16.25. The duties, liabilities, rights, privileges and immunities of the Trustee in relation to the holders of the Bonds, shall be governed exclusively by the laws of the State of Missouri.

§ 16.26. Notwithstanding the right of the Trustee to receive indemnity, as provided in various places in and throughout this Indenture, as a condition precedent to the taking of action on the part of the Trustee, it is understood and agreed that such indemnity shall be given only if the payment within a reasonable time of the costs, expenses and liabilities to the Trustee which may be incurred in taking such action is not, in the opinion of counsel to the

Trustee, reasonably assured to the Trustee by the security afforded to it by the terms of this Indenture.

§ 16.27. Notwithstanding any other provisions of this Indenture, in each and every case wherein the Trustee is permitted to take any action upon the request of the holders of less than a majority of the bonds at the time outstanding hereunder, it is understood and agreed that the holders of a majority of the bonds at the time outstanding hereunder shall have the right, by a writing or concurrent writings signed by such holders and delivered to the Trustee, to annul any request made by the holders of less than a majority of the bonds at the time outstanding hereunder; provided that such amendment shall occur prior to the taking by the Trustee of any such action so requested by the holders of less than a majority of the bonds at the time outstanding hereunder.

ARTICLE 17.

MISCELLANEOUS PROVISIONS.

§ 17.01. The Company may execute and file with the Trustee and the Trustee at the request of the Company shall join in indentures supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes, in addition to the purposes hereinbefore specifically provided for:

(a) to close this Indenture against or to restrict the issue of additional Bonds hereunder and the issue and purposes of issue of Bonds under this Indenture by imposing additional conditions and restrictions to be thereafter observed whether applicable in respect of all Bonds issued and to be issued hereunder or in respect of one or more series thereof, or otherwise;

(b) to add to the covenants and agreements of the Company such further covenants or agreements as the