

request therefor by such bondholder, to comply with the provisions of said Section 1204.

SECTION 1206. The Trustee and any successor to the Trustee may resign and be discharged from the trust created by this Indenture by giving notice thereof in writing to the Company specifying the date when such resignation shall take effect, and by giving notice thereof to the bondholders, in the manner and to the extent provided in subdivision (c) of Section 1210 hereof, and by publishing such notice at least once a week for three successive calendar weeks (the first such publication to be not less than thirty days nor more than sixty days prior to the effective date of such resignation) in an authorized Chicago newspaper and in an authorized New York newspaper. Subject to the provisions of Sections 1204 and 1205 hereof, such resignation shall take effect on the date specified in such notice unless previously a successor to the Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect upon the appointment of such successor.

The Individual Trustee and any successor to the Individual Trustee may resign at any time and be discharged from the trusts hereby created by giving the Trustee and the Company notice in writing of such resignation, specifying a date when such resignation shall take effect, which shall be at least thirty days after the giving of such notice. Such resignation shall, subject to the provisions of Sections 1204 and 1205 hereof, take effect on the day specified in such notice unless previously a successor to the Individual Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor.

Either of the Trustees or any successor trustee may be removed at any time by the holders of a majority in principal

organized and doing business under the laws of the United States or of any State, having its principal office in the City of Chicago, Illinois, and which shall be (i) a corporation having a combined capital and surplus of not less than \$5,000,000, (ii) authorized under the laws of the jurisdiction of incorporation to exercise corporate trust powers, and (iii) subject to supervision or examination by a Federal or State authority. If such successor Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, the combined capital and surplus of such successor Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Every such successor trustee appointed by the bondholders or by the Trustee in succession to the Individual Trustee shall always be an individual, a citizen of the United States of America and of the State of Missouri, unless otherwise required by law.

Anything hereinabove to the contrary notwithstanding, in case at any time the Individual Trustee, or any successor thereto, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustee hereunder shall vest in and be exercised by the Trustee, without the appointment of a successor Individual Trustee.

If in a proper case no appointment of a successor to the Trustee or of a successor to the Individual Trustee shall be made pursuant to the foregoing provisions of this Article XII within six months after a vacancy shall have occurred in the office of trustee, the holder of any bond or the retiring Trustee or Individual Trustee may apply to any court of competent jurisdiction to appoint a successor trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor to the Trustee or to the Individual Trustee, as the case may be.

amount of the bonds issued hereunder, but that the time outstanding, upon payment to the trustee so removed of all moneys then due to it or him hereunder, by an instrument or concurrent instruments in writing signed in duplicate by such holder. One copy shall be filed with the Company and the other with the trustee so removed.

The Individual Trustee and any successor to the Individual Trustee may be removed at any time by an instrument in writing signed in duplicate by the Trustee, one copy of which shall be filed with the Company and the other delivered to the Individual Trustee so removed.

In case at any time either of the Trustees shall resign, die or be removed or shall become disqualified to act or incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or in case any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a vacancy shall be deemed to exist in the office of Trustee or Individual Trustee, as the case may be, and a successor or successors may be appointed by the holders of a majority in principal amount of the bonds then outstanding hereunder, by an instrument or concurrent instruments in writing signed in duplicate by such holders, and filed, one copy with the retiring trustee and the other with the successor trustee, notification thereof being given to the Company by such successor trustee; provided, nevertheless, that until a successor trustee shall be appointed by the bondholders as aforesaid, the Company, by an instrument in writing executed by order of its Board of Directors, shall in any such case appoint a successor to the Trustee, and the Trustee shall, by an instrument in writing in any such case, appoint a successor to the Individual Trustee. Every successor to the Trustee shall be a bank or trust company in good standing

SECTION 1207. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor trustee and also to the Company, an instrument in writing accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, authority, rights, trusts, powers, duties and obligations of its or his predecessor trustee and be entitled to the immediate delivery by such predecessor trustee of any part of the trust estate in the hands or under the control of such predecessor trustee and all the estate, right, title and interest of such predecessor trustee in the trust estate shall wholly cease and determine; but the trustee ceasing to act shall nevertheless, on the written request of the Company or of the successor trustee, execute, acknowledge and deliver an appropriate instrument in writing transferring to such successor trustee upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the predecessor trustee so ceasing to act (but may retain and reserve its lien upon the trust estate for its reasonable compensation and expenses, if any thereof remain unpaid), and shall duly assign, transfer and deliver all property and moneys held by such trustee to the successor trustee, it being understood that all securities, cash and other pledged property the custody of which is given to the Trustee shall always be in its custody or in that of its proper successor in trust. Should any deed, conveyance or instrument in writing from the Company be required by the successor trustee for more fully and certainly vesting in, and confirming to, such successor trustee such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall be executed, acknowledged and delivered by the Company to the successor trustee upon the latter's request.

The Company shall promptly give notice of the appointment of any successor to the Trustee by publishing notice