

particular power under the laws of Missouri. In case the Individual Trustee shall die, become incapable of acting, resign or be removed, among the estates, properties, rights, powers, trusts, duties and obligations of the Individual Trustee hereunder shall, so far as permitted by law, vest in and be exercised by the Corporate Trustee unless and until there shall be appointed a successor to the Individual Trustee.

Section 15. If at any time or times it shall be necessary or prudent in order to conform to any legal requirement, or the Corporate Trustee shall be advised by counsel satisfactory to it that it is so necessary or prudent in the interest of the Bondholders, or if the holders of a majority in principal amount of the Bonds shall in writing so request the Corporate Trustee or the Company, the Trustees and the Company shall execute and deliver all instruments and agreements necessary or proper to appoint another bank or trust company or one or more persons approved by the Corporate Trustee and the Company, either to act hereunder as co-trustee or co-trustees with respect to all or any of the property subject to the lien of the Mortgage, jointly with the Trustees, or to act hereunder as separate trustee or trustees with respect to any such property, with such power and authority and for such term as may be necessary, or prudent for such purpose and as shall be specified in the instrument of appointment. In the event the Company shall not have joined in the execution of such instruments and agreements within 30 days after the receipt of a written request from the Corporate Trustee so to do, or in case an Event of Default shall have occurred and be continuing, the Trustees may act under the foregoing provision of this Section 15 without the concurrence of the Company; and the Company hereby fully empowers the Trustees so to act and appoints the Trustees, its agents and attorneys to act for it under the foregoing provision of this Section 15 in either of such contingencies.

ARTICLE XVI

REMEDIES OF TRUSTEES AND BONDHOLDERS

Section 1. Except as provided in Section 3 of Article XIX, the Company will not, directly or indirectly, extend or assent to the extension of the time for the payment of any coupon or claim for interest on any of the Bonds, and it will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or refunding said coupons or claims for interest or in any other manner; and if the time for payment of any such coupon or claim for interest shall be so extended with the consent of the Company, such coupon or claim for interest shall not be entitled, in case of default hereunder, to the benefit of the security of the Mortgage, except subject to the prior payment in full of the principal of all Outstanding Bonds and all coupons and claims for interest thereon the payment of which shall not have been so extended; provided, that the foregoing provisions of this Section 1 shall not be applicable to any coupon or claim for interest the time for the payment of which shall have been extended, if such extension was made pursuant to a plan proposed by the Company to all holders of any one or more series of Bonds. If, at or after the maturity of Bonds, any coupons or claims for interest in respect of such Bonds shall be owned by the Company, or shall be purchased by it or on its behalf, then such matured coupons or claims for interest shall not be entitled to the benefit or security of the Mortgage, and the Company covenants that all such matured coupons and claims for interest shall be cancelled promptly upon such maturity if then owned by the Company or upon their purchase if purchased by or on behalf of the Company at or after such maturity.

Section 2. If one or more of the following events, herein called Events of Default, shall occur, that is to say:

Section 16. The Corporate Trustee is hereby appointed (and the successive holders of the Bonds, by taking and holding the same, shall conclusively be deemed to have so appointed the Corporate Trustee) the true and lawful attorney-in-fact of the respective holders of the Bonds, with authority to make or file, irrespective of whether the Bonds or any of them are in default as to payment of principal or interest, in the respective names of the holders of the Bonds and coupons or in behalf of all holders of the Bonds and coupons as a class, any proof of debt, amendment to any proof of debt, petition or other document, and to execute any and all other papers and documents and do and perform any and all other acts and things for and in behalf of the respective holders of the Bonds and coupons, or in behalf of all holders of the Bonds and coupons as a class, as may be necessary or advisable in the opinion of the Corporate Trustee in order to have the claims of the holders of the Bonds and coupons against the Company, or any successor, or any other person or corporation allowed and paid in any equity receivership, insolvency liquidation, bankruptcy, reorganization or other proceedings which shall involve the Company or the mortgaged property or any part thereof, and to receive payment of or on account of any such claim or claims; and any receiver, assignee or trustee in any such proceedings is hereby authorized by each of the Bondholders to make such payments to the Corporate Trustee. The appointment made and authority granted by this Section 16 may be revoked by any holder of Bonds or coupons with respect to Bonds or coupons held by him at any time after institution of any such proceeding, by delivering notice of such revocation to the Corporate Trustee and filing a copy thereof in such proceeding. Nothing herein contained shall give the Corporate Trustee authority to assent to or reject on behalf of any holder of Bonds and coupons any plan of reorganization, plan of adjustment, or similar plan, proposed or approved in any such proceeding.

- (a) Default shall be made in the payment of any installment of Fixed Interest on any of the Outstanding Bonds when and as such interest shall become due and such default shall continue for 90 days; or
- (b) Default shall be made in the payment of any installment of Contingent Interest on any of the Outstanding Bonds when and as such interest shall become due and payable as therein and in the Mortgage expressed and such default shall continue for 90 days; or
- (c) Default shall be made in the payment of the principal of any of the Outstanding Bonds, or the premium thereon payable on redemption thereof, when the same shall become due and payable either by the terms thereof or otherwise as herein provided; or
- (d) Default shall be made in the payment of any installment of any sinking fund with respect to any Outstanding Bonds when and as the same shall become due and payable as therein and in the Mortgage expressed, and such default shall continue for 90 days; or
- (e) Default shall be made in the observance or performance of any other of the covenants, conditions or agreements on the part of the Company, its successors or assigns, contained in the Bonds or in the Mortgage, and such default shall continue for 90 days (or in case of any default under a supplemental indenture for such other time, if any, as may be specified therein) after written notice specifying such default and requiring the same to be remedied shall have been given to the Company by the Corporate Trustee, which notice may be given by the Corporate Trustee in its discretion, and shall be given on the written request of the holders of 25% in principal amount of the then Outstanding Bonds; or
- (f) A decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization of the Company under the Bankruptcy Act or any other state or federal