

accordance with the provisions of subsection (a) of this Section, and as to the approximate cost of mailing to such bondholders the form of proxy or other communication, if any, specified in such application.

If the Principal Trustee shall elect not to afford to such applicants access to such information, the Principal Trustee shall, upon the written request of such applicants, mail to each bondholder whose name and address appear in the information preserved at the time by the Principal Trustee in accordance with the provisions of subsection (a) of this Section, a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Principal Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five (5) days after such tender the Principal Trustee shall mail to such applicants and file with the Securities and Exchange Commission together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Principal Trustee, such mailing would be contrary to the best interests of the bondholders, or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If said Commission, after opportunity for a hearing upon the objections specified in the written statement as filed, shall enter an order refusing to sustain any of such objections, or if, after the entry of an order sustaining one or more of such objections, said Commission shall find, after notice and opportunity for a hearing, that all the objections so sustained have been met, and shall enter an order so declaring, the Principal Trustee shall mail copies of such material to all such bondholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Principal Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) No Trustee shall be held accountable by reason of the mailing of any material pursuant to any request made under subsection (b) of this § 6.02 or the disclosure of any information as to the names and

addresses of the holders of bonds in accordance with the provisions of subsection (b) of this § 6.02 regardless of the source from which such information was derived.

§ 6.03. The Company covenants and agrees

(1) to file with the Principal Trustee, within fifteen (15) days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as such Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with such Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents, or reports pursuant to either of such sections of the Securities Exchange Act of 1934, then to file with the Principal Trustee and the Securities and Exchange Commission, in accordance with such rules and regulations as may be prescribed from time to time by said Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(2) to file with the Principal Trustee and the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required from time to time by such rules and regulations; and

(3) to transmit to the holders of bonds, within thirty (30) days after the filing thereof with the Principal Trustee, for at such other time as shall be fixed by the Securities and Exchange Commission and in the manner and to the extent provided in subsection (c) of § 6.01, with respect to reports pursuant to subsection (c) of § 6.01, such summaries of any information, documents and reports required to be filed by the Company

pursuant to subsections (1) and (2) of this § 6.03 as may be required by the rules and regulations prescribed from time to time by the Securities and Exchange Commission.

§ 6.04. (a) The Principal Trustee shall transmit, within sixty (60) days after November 15 in each year beginning with the year 1950, to the bondholders as hereinafter in this Section provided, a brief report dated as of such November 15, with respect to

(1) its eligibility and its qualifications under § 4.08, § 12.01 and § 12.14, or in lieu thereof, if to the best of its knowledge it has continued to be eligible and qualified under such Sections, a written statement to such effect;

(2) the qualifications under § 12.11 of the Missouri Trustee and of each Additional Trustee, if any, or in lieu thereof, if the reports furnished to the Principal Trustee by the Missouri Trustee and by any such respective Additional Trustee as hereinafter in § 6.03 provided shall state that, to the best of the knowledge and belief of the Missouri Trustee and such Additional Trustee, respectively, they have continued to be qualified under said § 12.11, a written statement to such effect;

(3) the character and amount of any advances (and if the Principal Trustee elects so to state, or if the Missouri or any Additional Trustee making such advances requests the Principal Trustee so to state, the circumstances surrounding the making thereof) made by the Principal Trustee or by the Missouri or any Additional Trustee as such, which remain unpaid on the date of such report, and for the reimbursement of which the Principal Trustee or the Missouri or any Additional Trustee claims or may claim a lien or charge prior to that of the bonds on the trust estate, including property or funds held or collected by any of them as Trustee, provided that the Principal Trustee shall not be required (but may elect) to state such advances if such advances so remaining unpaid aggregate not more than one-half of one per centum (1/2%) of the aggregate principal amount of the bonds outstanding on the date of such report;

(4) the amount, interest rate, and maturity date of all other indebtedness owing by the Company or any other obligor upon the bonds to the Principal Trustee or to the Missouri or any

Additional Trustee in its or his individual capacity on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in paragraphs (2), (3), (4) or (6) of subsection (b) of § 12.15;

(5) the property and funds physically in the possession of the Principal Trustee or the Missouri or any Additional Trustee as such, or of a depository for any such Trustee, on the date of such report;

(6) any release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) which it has not previously reported; provided, however, that to the extent that the aggregate value as shown by the release papers of any of all of such released properties does not exceed an amount equal to one per centum (1%) of the aggregate principal amount of bonds then outstanding, the report need only indicate the number of such releases, the total value of property released as shown by the release papers, the aggregate amount of such obligations secured by purchase money mortgages received and the aggregate value of property received in substitution therefor as shown by the release papers;

(7) any additional issue of bonds, since the original issue of bonds of the 1920 Series which it has not previously reported; and

(8) any action taken by the Principal Trustee or by the Missouri or any Additional Trustee in the performance of its duties under this Indenture which the Principal Trustee has not previously reported and which in the opinion of the Trustee which shall have taken such action materially affects the bonds or the trust estate, except action in respect of a default, notice of which has been or is to be withheld by the Principal Trustee in accordance with the provisions of § 2.02.

(b) The Principal Trustee shall transmit to the bondholders as hereinafter provided, within ninety (90) days after the making of any release, release and substitution, or advance as hereinafter specified, a brief report with respect to