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successors or assigns; the same right of entry, however, to exist upon any subsequent default.

(2) The Trustees, by their agents or attorneys, shall be entitled, with or without entry, to sell, subject to prior liens, if any, then existing thereon or free from such of said liens as they, in their discretion, may elect to discharge, to the highest and best bidder, all or any part or parts of the mortgaged property, and of the right, title, interest, claim and demand of the Company therein and thereon, and the right of redemption thereof, at public auction, at such times and places and upon such conditions as to upset or reserve bids or prices and as to terms of payment and other terms of sale as the Trustees may fix and briefly specify in the notice of sale to be given as hereinafter provided, or as may be required by law, including power and authority to the Trustees to rescind or vary any contract of sale that may be entered into and to resell under the powers herein conferred.

(3) The Trustees may proceed to protect and enforce their rights and the rights of the bondholders under this Indenture by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained in this Indenture, or in aid of the execution of any power granted in this Indenture, or for the foreclosure of this Indenture, or for the enforcement of any other appropriate remedy as the Trustees, being advised by counsel, shall, subject to the provisions of § 13.02 and § 13.03, deem most effectual to preserve and enforce any of the rights aforesaid.

§ 9.04. Upon filing a bill in equity or upon other commencement of judicial proceedings by the Trustees or either of them to enforce any right under this Indenture, the Trustees shall be entitled to exercise any and all other rights and powers herein conferred and provided to be exercised by the Trustees upon the occurrence of a default as defined in § 9.01; and, as a matter of right, without notice or demand and without regard to the adequacy of the security for the bonds, the Trustees shall be entitled to the appointment of a receiver of the trust estate,

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be made, shall contain a brief description of the property to be sold, and shall briefly state the terms of sale, and shall be sufficiently given if published once in each of four successive calendar weeks prior to such sale in an authorized newspaper in Kansas City, Missouri, and in an authorized newspaper in the Borough of Manhattan, The City of New York (in each instance upon any day of the week and in any such newspaper, the first publication to be made not less than thirty (30) days nor more than forty (40) days prior to such sale), and in such other manner as may be required by law.

§ 9.07. The Trustees may from time to time adjourn any sale to be made by them under the provisions of this Indenture, by announcement at the time and place appointed for such sale or for any adjournment thereof; and without further notice or publication (unless otherwise required by law), they may make such sale at the time and place to which the same shall have been so adjourned.

§ 9.08. Upon the completion of any sale or sales under or by virtue of this Indenture, the Trustees shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds of conveyance, sale and transfer of all the property sold; and the Trustees, or their successors for the time being, are hereby irrevocably appointed the true and lawful attorneys of the Company, in its name and stead, to make all necessary deeds and conveyances of the property thus sold; and for that purpose they may execute all necessary deeds and instruments of assignment and transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, if so requested by the Trustees, the Company shall ratify and confirm any such sale or transfer by executing and delivering to the Trustees or to such purchaser or purchasers all such instruments as may be necessary or in the judgment of the Trustees proper for the purpose and as may be designated in any such request.

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and of the tolls, earnings, revenue, rents, issues, profits and other income thereof, with all such powers as the court or courts making such appointment shall confer; but, notwithstanding the appointment of any receiver, the Trustees shall be entitled to retain possession and control of, and to collect and receive the income from, any moneys, obligations, evidences of indebtedness, and other securities and property deposited or pledged with them or either of them hereunder or agreed or provided to be delivered to or deposited or pledged with them or either of them hereunder.

§ 9.05. In the event of any sale under this Article, whether made under the power of sale herein granted or by virtue of judicial proceedings, the whole of the trust estate shall be sold in one parcel and as an entirety, unless such sale as an entirety, in the judgment of the Trustees, shall not be practicable or desirable in the interest of the bondholders, or unless the holders of not less than a majority in aggregate principal amount of the bonds then outstanding shall in writing request the Trustees to cause the trust estate to be sold in parcels, in which case the sale shall be made in such parcels as shall be specified in such request, but, if not so specified, as the Trustees in their discretion shall deem most expedient in the interest of the bondholders. The Company, for itself, its successors and assigns, and for all persons and corporations hereafter claiming through or under it or them or who may at any time hereafter become holders of liens junior to the lien of this Indenture, hereby expressly waives and releases all right to have the trust estate or any part thereof marshalled upon any foreclosure, sale or other enforcement hereof; and the Trustees, or any court in which the foreclosure of this Indenture or the administration of the trusts hereby created is sought, shall have the right as aforesaid to sell the entire trust estate as a whole in a single parcel, unless otherwise required by law.

§ 9.06. Notice of any sale pursuant to any provision of this Indenture shall state the time, when and the place where the same is to

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Any such sale or sales made under or by virtue of this Indenture, whether under the power of sale herein granted or by virtue of judicial proceedings, shall, to the extent permitted by law, operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company of, in and to the property so sold, and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or who may claim the property sold, or any part thereof, from, through or under the Company, or their successors or assigns.

The receipt of the Trustees or of the court officer conducting any such sale, for the purchase money paid at or under any such sale, shall be a full and sufficient discharge to any purchaser of any property sold as aforesaid; and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

§ 9.09. The purchase money, proceeds and avails of any such sale, whether made under the power of sale herein granted or pursuant to judicial proceedings, together with any other sums which may then be held by the Trustees or either of them as part of the trust estate or the proceeds thereof, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including the reasonable compensation of the Trustees, their agents, attorneys and counsel, and of all necessary or proper expenses, liabilities and advances made or incurred without negligence or bad faith under this Indenture or in executing any trust or power hereunder, and to the payment of all taxes, assessments or liens superior to the lien of this Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made;