

per annum, and will pay to the Trustees from time to time their expenses and disbursements, including the reasonable compensation and the expenses and disbursements of their counsel and of all persons not regularly in their employ, incurred without negligence or bad faith. The Company also covenants to indemnify each Trustee for, and to hold each Trustee harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of such Trustee, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending against any claim of liability in the premises. For the performance of the obligations of the Company under this Section, the Trustees shall have (in addition to any other rights under this Indenture) a lien prior to the bonds on the trust estate, including all property or funds held or collected by the Trustees or either of them.

§ 13.11. If, and to the extent that, the Trustees and their counsel and other persons not regularly in their employ do not receive compensation for services rendered, reimbursement of their advances, expenses and disbursements, or indemnity, as herein provided, as the result of allowances made in any reorganization, bankruptcy, receivership, liquidation or other proceeding or by any plan of reorganization or readjustment of obligations of the Company, the Trustees shall be entitled, in priority to the holders of the bonds, to receive any distributions of any securities, dividends or other disbursements which would otherwise be made to the holders of bonds in any such proceeding or proceedings and the Trustees are hereby constituted and appointed, irrevocably, the attorneys in fact for the holders of the bonds and each of them to collect and receive, in their name, place and stead, such distributions, dividends or other disbursements, to deduct therefrom the amounts due to the Trustees, their counsel and other persons not regularly in their employ on account of services rendered, advances, expenses, and disbursements made or incurred, or indemnity, and to pay and distribute the balance, pro rata, to the holders of the bonds. The Trustees shall have a lien upon any securities or other considerations to which the holders of bonds may become entitled pursuant to

any such plan of reorganization or readjustment of obligations, or in any such proceeding or proceedings; and the court or judge in any such proceeding or proceedings may determine the terms and conditions under which any such lien shall exist and be enforced.

§ 13.12. Whenever in the administration of the trust of this Indenture, prior to a default hereunder, and after curing any such default, the Trustees or either of them shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, to the extent permitted by § 13.02 and § 13.03, be deemed to be conclusively proved and established by a certificate of the Company delivered to the Principal Trustee, and such certificate shall be full warrant to the Trustees for any action taken or suffered by them under the provisions of this Indenture upon the faith thereof.

§ 13.13. Whenever it is provided in this Indenture that the Trustees or either of them shall take any action upon the happening of a specified event or upon the fulfillment of any condition or upon the request of the Company or of bondholders, the Trustees or Trustee taking such action shall have full power to give any and all notices and to do any and all acts and things incidental to such action.

§ 13.14. (a) If any Trustee has or acquires any conflicting interest, as defined by subsection (d) of this Section, such Trustee shall within ninety (90) days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign by giving written notice to the Company, but such resignation shall not become effective until the appointment of a successor trustee and such resignation's acceptance of such appointment. In case of the resignation of the Principal Trustee, such resignation shall be made in the manner and with the effect specified in this § 13.14, and in case of the resignation of the Missouri or any Additional Trustee, such resignation shall be made in the manner and with the effect specified in § 13.15. The

Company covenants to take prompt steps to have a successor appointed in the manner hereinafter provided in § 13.15 or 13.16. Upon giving such notice of resignation, the resigning Trustee shall publish notice thereof in an authorized newspaper in the Borough of Manhattan, The City of New York, once in each of three (3) successive calendar weeks, in each case on any business day of the week. If the resigning Trustee fails to publish such notice within ten (10) days after giving written notice of its resignation to the Company, the Company shall publish such notice.

(b) In the event that the Principal Trustee shall fail to comply with the provisions of the preceding subsection (a) of this Section, it shall within ten (10) days after the expiration of such ninety (90) day period transmit notice of such failure to the bondholders, in the manner and to the extent provided in subsection (c) of § 6.01 with respect to reports pursuant to subsection (a) of § 6.01; in the event that the Missouri or any Additional Trustee shall fail to comply with the provisions of the preceding subsection (a) of this Section, such Trustee shall within ten (10) days after the expiration of such ninety (90) day period notify the Company and the Principal Trustee in writing of such failure and thereupon such Missouri or Additional Trustee shall forthwith *ipso facto* cease to be a Trustee hereunder.

(c) Subject to the provisions of § 17.01 any bondholder who has been a *bona fide* holder of a bond or bonds for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of any Trustee and the appointment of a successor, if such Trustee fails, after written request therefor by such holder, to comply with the provisions of subsection (a) of this Section.

(d) For the purposes of this Section, a Trustee shall be deemed to have a conflicting interest if—

(1) such Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company, are outstanding, unless such other indenture is a collateral trust indenture

under which the only collateral consists of bonds issued under this Indenture; provided that there shall be excluded from the operation of this paragraph any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding; if the Company shall have assigned the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that the trusteeship under this Indenture and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify such Trustee from acting as such under one of such indentures;

(2) such Trustee or any of its directors or executive officers is an obligor upon the bonds or an underwriter for the Company;

(3) such Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(4) such Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of the Company, or of an underwriter (other than such Trustee itself) for the Company; who is currently engaged in the business of underwriting, except that (A) one individual may be a director and/or an executive officer of such Trustee and a director and/or an executive officer of the Company, but may not be at the same time an executive officer of both such Trustee and the Company; (B) if and so long as the number of directors of such Trustee in office is more than nine, one additional individual may be a director and/or an executive officer of such Trustee and a director of the Company; and (C) such Trustee may be designated by the Company, or by any underwriter for the Company, to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent or depository or in any other similar capacity, or subject to the provisions of paragraph (f) of this subsection (d), to act as trustee, whether under an indenture or otherwise;

(5) ten per centum (10%) or more of the voting securities of such Trustee is beneficially owned either by the Company or by any director, partner or executive officer thereof, or twenty per centum (20%) or more of such voting securities is, hence,