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deposited with the Principal Trustee, and all stock, bonds and other securities received by the Trustees or either or any of them pursuant to this Indenture shall be delivered to and held by the Principal Trustee, except as otherwise required by law, and the rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the Principal Trustee under this Indenture, shall not vest in the Missouri Trustee or in any Additional Trustee, but shall remain vested solely in the Principal Trustee hereunder.

(3) No powers shall be exercised hereunder by the Missouri Trustee or by any Additional Trustee, except jointly with, or with the consent in writing of, the Principal Trustee; provided, however, that if by any present or future law in any jurisdiction in which it may be necessary to perform any particular act or acts in the execution of the trusts herein created, the Principal Trustee shall be incompetent or unqualified to perform such act or acts, then, in such extent as may be legally necessary, all of the acts required to be performed in such jurisdiction in the execution of the trusts hereby created shall be performed by the Missouri Trustee or by any such Additional Trustee, acting alone;

(4) Any notice, request or other writing by or in behalf of the bondholders delivered solely to the Principal Trustee, or its successor in the trust hereunder, shall be deemed delivered to all the then Trustees hereunder as effectively as if delivered to each of them; and

(5) Any action authorized to be taken by the Principal Trustee under any provision of this Indenture shall be sufficient for the purposes of this Indenture if taken by the Principal Trustee alone; and any action authorized to be taken by the Trustees or by the Missouri or any Additional Trustee under any provision of this Indenture shall also, subject to the proviso contained in subsection (3) of this Section, be sufficient for the purposes of this Indenture if taken by the Principal Trustee alone; and the Missouri Trustee, and every Additional Trustee, hereby irrevocably constitute and appoint the Principal Trustee, or its successor in the trust hereunder, his or its true and lawful agent or attorney in fact, with full power and authority, to the extent which may be permitted by law, either

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successor in the trust hereunder, without the appointment of any new Trustee as successor to the Missouri Trustee or to such Additional Trustee; but the Company and the Principal Trustee, by an instrument in writing executed by them jointly, shall promptly appoint a successor to the Trustee so retiring, or, in case the Company shall fail to join in any such appointment within thirty (30) days after written request therefor by the Principal Trustee or in case any default as defined in § 9.01 shall have occurred and shall be continuing, the Principal Trustee, by an instrument in writing executed by it without the concurrence of the Company, may make such appointment; provided, however, that no appointment of any successor to the Missouri Trustee or to any Additional Trustee need be made, unless the Principal Trustee shall deem such appointment to be necessary or prudent in order to comply with any requirements of law at the time in force respecting trustees under deeds of trust of property in any of the localities in which the mortgaged premises or any part thereof are then situated; or unless the holders of a majority in aggregate principal amount of the bonds then outstanding shall request such appointment.

§ 13.20. If at any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any state or jurisdiction in which any part of the mortgaged property then subject to this Indenture may be located, or if the Principal Trustee shall deem it necessary or prudent in the interest of the bondholders so to do, or if the holders of a majority in aggregate principal amount of the bonds at the time outstanding shall in writing request the Principal Trustee and the Company so to do, the Company and the Principal Trustee shall have the power to appoint and, upon the request of the Principal Trustee, the Company shall for such purpose join with the Principal Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another corporation or one or more persons (in this Indenture called Additional Trustee, or collectively Additional Trustees) approved by the Principal Trustee, either to act as separate trustee or trustees, or

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in the name and on behalf of such Missouri or Additional Trustee or of the Trustees jointly, to take any and all action and exercise any and all rights or powers conferred upon such Missouri or Additional Trustee alone, or upon the Trustees jointly, by any of the provisions of this Indenture, but subject to the duties hereby imposed upon such Missouri, or Additional Trustee, with full power of substitution and revocation, hereby ratifying and confirming all and singular the acts and things lawfully done by the Principal Trustee or any substitute by virtue of this power of attorney.

The Missouri Trustee, or any Additional Trustee, may at any time resign by giving written notice thereof to the Principal Trustee and to the Company, specifying the date on which such resignation shall take effect.

The Company and the Principal Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove the Missouri Trustee or any Additional Trustee, and, upon the request of the Principal Trustee, the Company shall, for such purpose, join with the Principal Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation or removal. In the event that the Company shall not have joined in such action within fifteen (15) days after the receipt by it of a request to do so, the Principal Trustee alone shall have power to accept such resignation or to remove any such Missouri or Additional Trustee. A successor to a Missouri or Additional Trustee so resigned or removed may be appointed in the manner provided in this Section. The holders of a majority in aggregate principal amount of the bonds at the time outstanding may at any time remove the Missouri Trustee or any Additional Trustee.

In case the Missouri Trustee or any Additional Trustee, or a successor to any of them, shall die, resign, or be removed, or shall otherwise become incapable of acting or cease to be a Trustee hereunder, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustees so retiring hereunder, so far as permitted by law, shall vest in and be exercised by the Principal Trustee, or its

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co-trustee or co-trustees, of all or any of the property subject to the lien hereof, jointly with the Trustee originally named herein or their successors, or to act as separate trustee or trustees of any of such property; and the corporation—and its successors through consolidation, merger or otherwise—or the person or persons so appointed, shall be such co-trustee or co-trustees, or separate trustee or separate trustees, with such powers and duties as shall be specified in such instruments and agreements to be executed as aforesaid. In case the Company shall not have joined in the execution of such instruments or agreements within fifteen (15) days after the receipt by it of a written request so to do, or in case any default shall have occurred and be continuing, the Principal Trustee alone shall have power to make such appointment.

Every instrument appointing an Additional Trustee or Trustees shall refer to this Indenture and the conditions in this Article 13 expressed; and upon the acceptance in writing by such Additional Trustee or Trustees, he, it or they shall be vested with the estates and property specified in such instrument, either jointly with the Principal Trustee, or its successor, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of this Indenture. Every such instrument or a counterpart thereof shall be filed with the Principal Trustee.

§ 13.21. No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

§ 13.22. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor trustee, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the trustee ceasing to act shall nevertheless, on the written request of the Company, or of the successor trustee, or of the holders