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aggregate principal amount of the bonds outstanding; but less than a quorum may adjourn the meeting from time to time and the meeting may be held as adjourned, whether such adjournment shall have been held by a quorum or by less than a quorum; *provided, however, that if such meeting is adjourned for less than a quorum for more than fourteen (14) days, notice thereof shall forthwith be mailed by the Principal Trustee, if such meeting shall have been called by the Principal Trustee, to each registered owner of bonds (whether fully registered or registered as to principal only) then outstanding, addressed to him at his address appearing on the registry books of the Company and to the Company, and such be published at least once in each fourteen-day period of such adjournment in an authorized newspaper in Kansas City, Missouri; and in an authorized newspaper in the Borough of Manhattan, The City of New York, but the failure to mail any such notice to any such bondholder as aforesaid shall in no case affect the validity of any action taken at any meeting held pursuant to such adjournment. If such meeting shall have been called by bondholders or by the Company, after the failure of the Principal Trustee to call the same, after being requested so to do as aforesaid, notice of such adjournment shall be given by the permanent Chairman and permanent Secretary of the meeting in the newspapers and for the number of times above specified in this Section and shall be sufficient if so given.*

Persons named by the Principal Trustee, if represented at the meeting, shall act as temporary Chairman and temporary Secretary of the meeting; but if the Principal Trustee shall not be present or shall fail to nominate such persons or if such persons nominated shall not be present, the bondholders and proxies present shall by a majority vote, irrespective of the amount of their holdings, elect other persons from those present to fill such vacancies. The meeting shall be organized, irrespective of whether a quorum is present, by the election of a permanent Chairman and a permanent Secretary of such meeting from those present by the bondholders and proxies present by a majority vote, according to principal amount. The Principal Trustee, if represented at the meeting, shall appoint two Inspectors of Votes, who shall

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count all votes cast at such meeting except votes on the election of a Chairman and Secretary, both temporary and permanent, as aforesaid, and who shall make and file with the permanent Secretary of the meeting their verified written report in triplicate of all such votes so cast at said meeting. If the Principal Trustee shall not be represented at the meeting, or shall fail to attend the meeting, the vacancy shall be filled by appointment by the permanent Chairman of the meeting. The Chairman of the meeting shall have no right to vote other than by virtue of bonds held by him or by instruments in writing as aforesaid duly designating him as the person to vote on behalf of other bondholders.

§ 15.05. Any representative of the Principal Trustee, and its counsel, and any representative of the Company, and its counsel, may attend and speak at any such meeting, but shall not be entitled to vote thereat other than by virtue of bonds held by them (subject to the provisions of § 15.03) or by instruments in writing as aforesaid duly designating them as the persons to vote on behalf of other bondholders.

§ 15.06. A meeting of the bondholders shall have the power, by resolution affirmatively voted for by the holders of at least seventy-five per centum (75%) in aggregate principal amount of the bonds then outstanding, to

(a) sanction any change or alteration of any provision in this Indenture and any modification or compromise of the rights of the bondholders against the Company or against its property (including those pertaining to any sinking or other fund), whether such rights shall arise under the provisions of this Indenture or otherwise, *provided that no such change or alteration which, in the opinion of the Principal Trustee, affects the rights, duties or immunities of the Trustee under this Indenture, may be made without the consent of the Trustee;*

(b) require the Trustee and each of them on having entered into or taken possession of the mortgaged property, or any part thereof, to restore the same to the Company upon such conditions as the bondholders may direct;

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(c) require the Trustee and each of them to exercise or refrain from exercising any of the powers conferred upon them by this Indenture and to direct the manner of the exercise of any such power or waive any default on the part of the Company other than the non-payment of any principal moneys at maturity, or the non-payment of interest when and as the same may become due and payable, upon such terms as may be decided upon;

(d) authorize the Principal Trustee in its discretion to bid at any sale of the mortgaged property, or any part thereof, and to tender its payment or part payment on account of any property so purchased, and any part of the bonds then outstanding which may be placed at its disposal for that purpose and to give the Company a valid discharge in respect of the amount of bonds so tendered, and to hold any property so purchased in trust for all of the holders of outstanding bonds *pro rata* in proportion to the amounts held by them respectively before making such tender.

*Provided, however, that any resolution affecting one or more (but less than all) series of bonds issued hereunder shall be required to be adopted only by (i) the affirmative vote of the holders of at least 75% in aggregate principal amount of outstanding bonds of such one or more series so affected and (ii) the affirmative vote of a majority in aggregate principal amount of all of the bonds then outstanding; and*

*Further provided, that the foregoing enumeration of specific powers shall not restrict the powers of a meeting of bondholders to make any modifications thereof which they may deem necessary, but that, anything in this Article is to the contrary notwithstanding, the bondholders, without the consent of the holder of each bond affected, shall have no power to extend the time of payment of the principal of, or of the interest or premium, if any, on, any bonds; or to reduce the principal amount thereof or the rate of interest or the premium, if any, thereon, or otherwise to modify the terms of payment of such principal or interest, or premium, if any, or to permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture on any of the mortgaged property, or to deprive any non-assenting bondholder of the benefit of a lien upon the mortgaged prop-*

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erty for the security of his bonds (subject only to permitted encumbrances and to any other lien existing upon said property which are prior hereto at the date of the calling of any such bondholders' meeting or of the giving of written consent under the provisions of § 15.09) or to reduce the percentage of bondholders authorized to take action under the provisions of this Article; *provided, however, that the prohibition against the modification of the terms of payment of the principal or interest of any bonds hereinafore contained shall not prevent the change or alteration of provisions of the Indenture, which such changes or alterations effect a waiver, abolition, reduction or increase of any sinking or other fund, or change or alter the method of its operation or application. For all purposes of this Article, the Trustee shall, subject to the provisions of § 15.02 and § 15.03, be entitled to rely upon an opinion of counsel with respect to the extent, if any, to which any action taken at such meeting affects the rights, under this Indenture or under any indenture supplemental hereto, of any holders of bonds then outstanding hereunder.*

§ 15.07. No such resolution so passed at a meeting of bondholders shall be binding unless and until there shall have been delivered to the Trustee a certified resolution of the Board of Directors approving in form and in substance such bondholders' resolution, and adopted either before or after the adoption of such bondholders' resolution. Upon the delivery of such certified resolution to the Trustee any such resolution so passed at a meeting of the bondholders duly convened and held shall be binding upon all bondholders, whether present or not at such meeting, and each of the bondholders and the Trustee shall be bound to give effect thereto accordingly, and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution; *provided, however, that any direction or authorization contained in any such resolution shall not be otherwise than in accordance with the provisions of law; and provided further, that, subject to the provisions of § 15.02 and § 15.03, the*