

ties, rights, powers and trusts of such predecessor in the trust hereunder with like effect as if originally named as Trustee herein; but the outgoing Trustee shall, nevertheless, on the written demand of the new trustee or of the Company or of the holders of ten per cent. (10%) in principal amount of the outstanding Bonds execute and deliver an instrument conveying and transferring to such new trustee upon the trusts herein expressed, all the properties, rights, powers, trusts, duties and obligations of such outgoing Trustee, and shall duly assign, transfer and deliver all moneys and property held by such outgoing Trustee to the new trustee so appointed in its place; and, upon request of any such new trustee, the Company shall make, execute, acknowledge and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such new trustee all such properties, rights, powers, trusts, duties and obligations.

SECTION 6. 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 and pledged property then subject to this Indenture may be located, the Company and the Trustee shall have power to appoint, and upon the request of the Trustee, the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another corporation or one or more persons approved by the Trustee to act as co-trustee jointly with the Trustee with such powers as may be provided in the instrument of appointment, of all or any of the property subject to the lien hereof and to vest in such corporation or person or persons as such co-trustee, any property, title, right or power deemed necessary or desirable, subject to the remaining provisions of this Section. In the event that the Company shall not have joined in such appointment within fifteen (15) days after the receipt by it of a request so to do, the Trustee alone shall have power to make such appointment.

Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such prop-

erties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company. Every separate trustee, every co-trustee and every successor trustee, other than any trustee which may be appointed as successor to Harris Trust and Savings Bank, shall be to the extent permitted by law, but to such extent only, appointed subject to the following provisions and conditions, namely:

(1) The Bonds secured hereby shall be authenticated and delivered, and all powers, duties, obligations and rights, conferred upon the Trustee in respect of the custody of all bonds and other securities and of all cash pledged or deposited hereunder, shall be exercised solely by Harris Trust and Savings Bank, or its successor in the trust hereunder; and

(2) The Company and the Trustee, at any time by an instrument in writing executed by them jointly, may remove any co-trustee appointed under this Section or otherwise, and may likewise and in like manner appoint a successor to such co-trustee so removed or whose office shall have been vacated, anything herein contained to the contrary notwithstanding.

Any notice, request or other writing, by or on behalf of the holders of the Bonds issued hereunder, delivered to Harris Trust and Savings Bank, or its successor in the trust, shall be deemed to have been delivered to the then trustee as effectually as if delivered to each of them. Every instrument, other than this Indenture, appointing any trustee other than a successor to Harris Trust and Savings Bank, shall refer to this Indenture and the conditions of this Article XIII, appended, and upon the acceptance in writing by such trustee or co-trustee, he, they or it shall be vested with the estates of property specified in such instrument, jointly with Harris Trust and Savings Bank, or its successor (except insofar as local law makes it necessary for any co-trustee to act alone), subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with

Harris Trust and Savings Bank, or its successor in the trust. Any co-trustee may, at any time by an instrument in writing, constitute Harris Trust and Savings Bank, or its successor in the trust hereunder his, their or its agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion authorized or permitted by him, them or it, for and in behalf of him, them or it, and in his, their or its name. In case any co-trustee, or a successor to it, shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of said co-trustee so far as permitted by law, shall vest in and be exercised by Harris Trust and Savings Bank, or its successor in the trust, without the appointment of a new trustee or successor to such co-trustee.

SECTION 7. Any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation to which substantially all the corporate trust business of the Trustee may be transferred, provided such corporation shall be a corporation organized under the laws of the States of New York, Illinois or Kansas, or a national banking association having an office for the transaction of its business in the Borough of Manhattan, The City of New York, the City of Chicago, Illinois, or the City of Topeka, Kansas, which is authorized to exercise corporate trust powers and is subject to supervision or examination by Federal or State authority, shall be the successor to the Trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on the part of any other parties hereto, anything herein to the contrary notwithstanding. In case any of the Bonds contained herein to be issued hereunder shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of the original Trustee or of any successor to it, as Trustee hereunder, and deliver the said Bonds so authenticated; and in case any of said Bonds shall not have been authenticated, any successor to the Trustee may authenticate such Bonds either in the name of any predecessor

hereunder or in the name of the successor trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Indenture provided that the certificate of the Trustee shall have; provided, however, that the right to authenticate bonds in the name of Harris Trust and Savings Bank shall apply only to its successor or successors by merger or consolidation.

SECTION 8. If any trustee for the time being has or acquires any conflicting interest as now or hereafter defined by the statutes of the United States of America, applicable to trustees under indentures relating to securities similar to the Bonds, or by the rules, regulations and orders of any regulatory body established pursuant to such statutes, which statutes or rules or regulations or orders require trustees subject thereto having or acquiring any such conflicting interests to resign, or which would disqualify any such trustee from accepting any trusteeship under any indenture similar to this Indenture, such trustee shall either eliminate such conflicting interest within the time provided thereby, or resign in the manner herein provided. Should a trustee resign by reason of the provisions of this Section 8 he or it shall be under no duty or responsibility to see to the appointment of a successor trustee or for anything whatsoever subsequent to such resignation, except as provided in Subdivision (d) of Section 9 of this Article.

SECTION 9. (a) If the Trustee in an individual capacity shall be or shall become a creditor, secured or unsecured, of the Company (other than in a relationship of the nature specified in Subdivision (c) of this Section) within four months prior to a default in the payment of principal of, or interest on, the Bonds when and as the same shall become due and payable, or subsequent to such a default, then, unless and until such default shall be cured, the Trustee shall set apart and hold in a special account for the benefit of the Trustee individually, and of the Bondholders:

(1) an amount equal to any reductions in the amount due and owing to the Trustee upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four months' period and valid as against the Company and its other creditors, except any such reduction