

unless or until his bonds are submitted to them for inspection, if required, and his title, if disputed, established to the satisfaction of the Trustee and/or Co-Trustee.

(e) The Trustee and/or Co-Trustee and each of them, may, at the expense of the Company, advise with counsel, and any action under this Mortgage taken or suffered in good faith by them in accordance with the opinion of such counsel shall constitute full protection to the Trustee and/or Co-Trustee.

(f) The Trustee, and/or Co-Trustee, and each of them, may perform its powers and duties by or through, and may select and employ in and about the execution of this trust attorneys, agents, and servants whose reasonable compensation shall be paid by the Company, and in default of such payment shall be a charge upon the Trust Estate and the proceeds thereof, paramount to the rights and claims of the holders of the bonds secured hereby.

(g) It shall be no part of the duty of the Trustee and/or Co-Trustee to see to the insuring of any property hereby conveyed or assigned, or to the effect of such insurance, or to see to the payment of any tax, assessment or other governmental charge which may be levied or imposed against them or against the Company, or against the property hereby mortgaged, or against the owners of the said bonds, or, except as in this Mortgage provided, to see to the performance or observance of any of the covenants or agreements hereof on the part of the Company.

(h) The recitals of facts and the covenants and agreements in this Mortgage and in said bonds contained shall be taken as made by the Company alone, and shall not be construed as made by or imposing any obligation or liability upon the Trustee and/or Co-Trustee.

(i) Neither the Trustee nor the Co-Trustee shall be responsible for the execution or validity hereof, or of the bonds issued hereunder, nor for the sufficiency of the security provided herein.

(j) Each of the Bankers, the Trustee and the Co-Trustee, or any of them may buy, sell, own, hold and deal in bonds and coupons secured hereby with the same rights they would have if they were not Trustee, Co-Trustee, or Bankers herein.

(k) Neither the Trustee nor the Co-Trustee shall be individually liable for any debt contracted by them or for the expenses of operating the business of the Company or for damages to person or property, or for non-fulfillment of contracts or for any other torts, obligations and liabilities arising during any period wherein the Trustee and/or Co-Trustee shall manage the trust property, or any part thereof, upon entry, as aforesaid or otherwise, and the Trust Estate is hereby charged with a paramount lien in favor of them or either of them for their security and indemnification against any such liability.

(l) In all cases where this Mortgage does not make other express provisions as to the evidence upon which the Trustee and/or Co-Trustee may act or refrain from acting, they or either of them shall be protected in acting or refraining from acting under any provision of this Mortgage, in reliance upon a certificate as to the existence or non-existence of any fact or facts, signed by the President or a Vice-President of the Company and by its Treasurer or Secretary or Assistant Secretary, and sealed with its corporate seal.

SECTION 2. The Trustee and/or Co-Trustee, and each of them, may resign and be discharged Concerning Resignation and Removal of Trustee of the trusts created by this Mortgage by giving written notice thereof to the Company, specifying the date which shall not be less than four (4) weeks from the date of service of said notice when such resignation shall take effect, and by publishing such notice at least once a week for four successive weeks in a newspaper published in Kansas City, Missouri, and in a newspaper published in Tulsa, Oklahoma; and such resignation shall take effect on the date specified in such notice if notice thereof shall have been published as above provided.

The Trustee and/or Co-Trustee, and each of them, may be removed at any time by an