

instrument in writing under the hands of the holders of three-fourths of the aggregate amount of the bonds secured hereby then outstanding. JUN 1910

SECTION 3. In case at any time the Trustee and/or Co-Trustee and each of them or any Manner of Selecting Successor Trustee Trustee and/or Co-Trustee hereafter appointed, shall resign or be removed or otherwise become incapable of acting, a successor may be appointed by the holders of a majority of the aggregate amount of bonds secured hereby and then outstanding, by an instrument or concurrent instruments signed by such bondholders, or their attorneys in fact duly authorized; provided, nevertheless, that in case at any time there shall be a vacancy in the office of Trustee and/or Co-Trustee hereunder the Company by an instrument executed by order of its Board of Directors may appoint a Trustee or Co-Trustee which shall act until a successor Trustee or Co-Trustee shall be appointed by the bondholders as hereunder authorized. After any such appointment by the Company it shall publish notice thereof at least once a week for four consecutive weeks in a newspaper published in Kansas City, Missouri, and in a newspaper published in Tulsa, Oklahoma; and any Trustee or Co-Trustee so appointed by the Company shall immediately and without further act be superseded by a Trustee or Co-Trustee appointed in the manner above provided by the holders of majority of the aggregate amount of bonds secured hereby and then outstanding, if such appointment by such bondholders be made prior to the expiration of one year after the completion of such publication of notice. Any new Trustee or Co-Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and deliver one counterpart thereof to the Trustee or Co-Trustee last in office, and thereupon such new Trustee or Co-Trustee without further act, deed or conveyance shall become vested with all the estates, properties, powers and trusts of its predecessors in the trusts hereunder, with like effect as if originally named as Trustee or Co-Trustee herein; but nevertheless, upon the written request of the successor Trustee or Co-Trustee or of the Company, the Trustee or Co-Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee or Co-Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Trustee or Co-Trustee so resigning or removed, and shall duly assign, transfer and deliver any other property and money held by such Trustee or Co-Trustee to the successor Trustee or Co-Trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the Company be required by any new Trustee or Co-Trustee for more fully and certainly vesting in and confirming to it such estates, rights, powers and duties, then any and all such deeds, conveyances and instruments in writing shall, on request of said new Trustee or Co-Trustee, be made, executed, acknowledged and delivered by the Company.

Every such successor Trustee appointed in place of the party of the second part hereto or its successor or every such successor Co-Trustee appointed in place of the party of the third part hereto or its successor shall be a trust company or bank having the powers of a trust company and having an office in Missouri and in Oklahoma, respectively, in good standing, able and willing and legally competent to accept the trusts upon reasonable or customary terms, provided, however:

In the event the officers, directors and/or stockholders of The First National Bank, of Kansas City, Trustee herein, shall cause to be organized or there shall be formed a trust company to engage in or operate amongst other things the fiduciary business of said The First National Bank of Kansas City then any such trust company shall, upon the filing of notice with the Company and its acceptance in writing of the trusts herein in the office of the Register of Deeds wherein this Mortgage is recorded, succeed to all the rights, powers, privileges and immunities granted said The First National Bank of Kansas City herein and in the event said The First National Bank of Kansas City shall be held or deem itself incompetent or unable to act as Trustee then whenever a trust company shall be formed as