

aforesaid to carry on amongst other things its fiduciary business, all the rights, powers, privileges and immunities granted said The First National Bank of Kansas City shall be succeeded to by such new trust company immediately upon notice to the Company of the formation thereof and the acceptance thereby of the trusts herein granted evidenced by a written notice recorded in the office of the Register of Deeds wherein this Mortgage is recorded, notwithstanding the fact the Company or bondholders may have elected a successor Trustee.

SECTION 4. Any company into which the Trustee and/or Co-Trustee may be merged or with Successor by Merger or Consolidation which it may be consolidated, or any company resulting from any merger or consolidation to which the Trustee and/or Co-Trustee shall be a party, or any company succeeding to the business of the Trustee and/or Co-Trustee, or the fiduciary business thereof, shall be the successor of the Trustee and/or Co-Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. In case any of the bonds issuable under this Mortgage shall have been authenticated but not delivered, any such successor Trustee may adopt the certificate of authentication of The First National Bank of Kansas City, or of any successor to it as Trustee hereunder, and deliver the same so authenticated; but in case any of the bonds issuable hereunder shall not have been authenticated any successor Trustee shall authenticate such bonds in the name of such successor Trustee and in all such cases such authentication shall have the full force and effect which anywhere in said bonds or in this Mortgage it is provided that authentication of the Trustee shall have.

ARTICLE XIII.

ADDITIONAL POWER OF TRUSTEE.

In addition to the powers of the Trustee granted in this Mortgage or resulting therefrom, at law or in equity, in any and all actions or proceedings at law or in equity, wherein the right, interest or estates of the bondholders as a whole are sought to be foreclosed, sold or held to be junior or secondary to any other right or inferior to any other liens, the Trustee may, and upon the written request of the holders of twenty-five (25%) per cent in amount of the bonds hereby secured then outstanding shall, if adequately indemnified, enter its appearance in any such action or proceeding at law or in equity, as the representative of all the bondholders as a class and on their behalf. In the event of such action or proceeding and in the event the Trustee enters its appearance as aforesaid, then it is hereby authorized to employ attorneys, agents and servants to defend any such action or proceeding on behalf of all the bondholders and to incur any other necessary expenses at the expense of the Company, which the Company agrees to pay. In default of such payment any and all expenses incurred in employment of counsel or otherwise in any such action or proceeding shall be a charge upon the Trust Estate and the proceeds thereof paramount to the rights and claims of holders of bonds hereby secured and the Trustee shall be under no personal liability on account of the employment of such counsel beyond the exercise of ordinary care in the selection and employment of counsel.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS.

SECTION 1. All the covenants, stipulations, promises and agreements in this Mortgage All Covenants Inure to and Bind Successors of Company contained, by or in behalf of the Company shall bind its successors and assigns, whether so expressed or not.

For all purposes of this Mortgage, including execution, issue and use of any of the bonds hereby secured, the term "Company" includes and means not only the first party hereto, but also any successor corporation complying with the provisions of Article II hereof.