

discretion herein given to the Trustee to determine whether or not it shall take action in respect of such default or to take ~~a~~ action without such request.

The Trustee shall not be responsible for the recording of this indenture and shall not be required to file the same as a chattel mortgage, but the Oil Company shall record and file it in accordance with law.

The Trustee makes no representation as to the value of the property conveyed to it hereunder, or as to the title thereof. Neither the Trustee nor its agents purport to have any knowledge in respect to any such matters. The recitals herein contained are those of the Oil Company. The Trustee is not responsible for the accuracy thereof.

TWENTY-THIRD: The Trustee may resign from the trust herein and hereby created by giving <sup>written</sup> notice of its decision so to do to the Oil Company, or its successors, but such resignation shall not take effect until a successor shall have been appointed and shall have accepted the appointment. In case of the resignation or disability of the Trustee, the holder of a majority of the bonds hereby secured then outstanding may select and designate in writing a trust company organized under the laws of the State of Kansas, or any incorporated trust company engaged in business and maintaining an office in the City of Kansas City, Kansas, to act in its place, and the Trust Company so selected shall upon its acceptance in writing of the trust herein and hereby created, without any further act, deed or conveyance, have, possess, and be vested with all the rights, powers, estates, trusts, duties and obligations of its predecessor Trustee hereunder, with like effect as if originally named as the Trustee herein. But the Trustee ceasing to act, its successors or assigns, shall, nevertheless, on the written request of the new Trustee, execute and deliver an instrument or instruments transferring to such new Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of the Trustee so ceasing to act, and shall duly assign, transfer, and deliver to the new Trustee so appointed any property and moneys held by such retiring Trustee. If the holders of a majority of the bonds shall fail for thirty days to select and designate a successor Trustee, in the cases and in the manner aforesaid, a successor may be appointed by the Oil Company; but a successor so appointed shall have, possess, and be vested with the powers of the Trustee hereunder, subject to be divested thereof by the appointment of a successor by the holder of a majority of the bonds in manner aforesaid.

TWENTY-FIRST: The term of words "the Trustee" as used in these presents shall be held and construed to mean the Trustee, party of the second part, or its successors for the time being, and the said successor shall have and be possessed of, and shall be competent to exercise, all the estate, rights, property, and powers hereby granted to, or conferred upon, the party of the second part.

TWENTY SECOND: The Trustee, The Kansas Trust Company, party hereto of the second part, hereby accepts the trusts in this indenture declared and provided, and agrees to perform the same upon the terms and conditions hereinbefore set forth.

TWENTY THIRD: The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of its trusts hereunder.

TWENTY FOURTH: The provisions of this instrument shall bind and benefit the successors and assigns of the Oil Company.