

overdue principal; the principal of and interest and premium, if any, on each such Bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, and in the case of coupon Bonds the interest thereon shall also be payable, at the option of the holder, at the office or agency of the Company in Kansas City, Missouri; and principal, premium, if any, and interest shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The Bonds of the 1981 Series shall be issued as coupon Bonds, with the privilege of registration as to principal, in the denomination of \$1,000 and as fully registered bonds in denominations of \$1,000 and multiples thereof as the Board of Directors of the Company shall determine, such determination to be evidenced by the execution thereof.

Coupon Bonds and fully registered Bonds of the 1981 Series shall be registrable and interchangeable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in the manner and upon the terms set forth in §§2.05 and 2.08 of the Original Indenture, upon payment of charges as required or permitted by the provisions of §2.06 of the Original Indenture.

SECTION 2. The Bonds of the 1981 Series described in Section 1 of this Article may be executed by the Company and delivered to the Principal Trustee and, upon compliance with all applicable provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II

Redemption of Bonds of the 1981 Series.

SECTION 1. The Bonds of the 1981 Series shall, in the manner provided in Article 5 of the Original Indenture, be redeemable prior to maturity, upon not less than thirty (30) nor more than sixty (60) days' prior notice, as a whole at any time, or from time to time in part, at the option of the Company (exercised by resolution of the Board, a certified copy of which shall be delivered to the Principal Trustee), at the principal amount of the Bonds so to be redeemed and accrued interest to the date fixed for redemption together with a premium as specified in the forms of Bonds set forth in this Supplemental Indenture (such principal amount, accrued interest and premium being hereinafter called the "redemption price"); *provided, however*, that no bonds of this series may be redeemed prior to July 1, 1968, directly or indirectly from the proceeds of or in anticipation of any refunding operation involving the incurring of indebtedness having an interest rate or cost (calculated in accordance with accepted financial practice) of less than the annual interest rate borne by said bonds.

The Bonds of the 1981 Series shall also be redeemable through the operation of the Sinking Fund in the manner, to the extent and at the Sinking Fund redemption price provided in Article III of this Supplemental Indenture.

SECTION 2. In case less than all of the outstanding Bonds of the 1981 Series are to be redeemed, if the provisions of Clause (a) of the fourth paragraph of §5.03 of the Original Indenture shall not be applicable, the aggregate principal amount of coupon Bonds registered as to principal and fully registered Bonds to be redeemed shall be allocated as nearly as may be among the various registered owners