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ulation in Kansas City, Missouri, and otherwise as provided in Article 4 of the Indenture. Provided, however, that the Series I Bonds shall be subject to redemption in part from time to time in like manner for the sinking fund and through the application of proceeds of property sold to public bodies, at the principal amount thereof, without premium, together with interest accrued thereon to the date of redemption.

(C) *Sinking Fund for Series I Bonds.*

The Company covenants and agrees that so long as any of the Series I Bonds remain outstanding it will provide a sinking fund for the benefit of the holders of Series I Bonds as follows:

That it will annually, on or before December 1, 1967, and on or before December 1 of each succeeding year up to and including December 1, 1995, pay in cash to the Trustee, and/or surrender to the Trustee for cancellation Series I Bonds or apply for this purpose Series I Bonds, previously retired and not theretofore funded or so applied, of an aggregate principal amount equal to one per cent (1%) of the sum of the greatest aggregate principal amount of Series I Bonds at any one time outstanding hereunder.

All cash received by the Trustee pursuant to this Subdivision (C) of this Section 2 shall be applied by the Trustee (a) to the purchase of Series I Bonds upon tenders from the holders of Series I Bonds, (b) to the purchase of Series I Bonds in the open market or at private sale, and/or (c) if on the 75th day after any sinking fund deposit the Trustee has on hand unexpended sinking fund moneys equal to or exceeding \$5,000, to the redemption of Series I Bonds as herein after provided.

The Trustee in its discretion may from time to time determine whether Series I Bonds are to be purchased for the sinking fund upon tenders or in the open market or at private sale but no such Series I Bond shall be purchased at a price in excess of the principal amount thereof, plus accrued interest to the date of delivery to the Trustee.

In the event that any Series I Bonds are to be purchased by the Trustee upon tenders from the holders thereof pursuant to this Subdivision (C) of this Section 2, notice of invitations for tenders to sell

Series I Bonds and the amount available for the purchase thereof at the lowest prices offered (not exceeding the principal amount thereof and accrued interest) on or before a specified date, shall be published by the Trustee in the manner provided in Subdivision (B) of this Section 2 and the Trustee shall also mail at the date of the first such publication a copy of such notice to each holder of Series I Bonds registered as to principal at his address as registered with the Trustee, but failure to mail, or any defect in the mailing of such notice as aforesaid, shall not affect the validity or effectiveness of the publication asking for tenders as above provided. Such published notice need not be given if the holders of all Series I Bonds then outstanding waive notice thereof in writing and such waiver is filed with the Trustee.

In requesting tenders of Series I Bonds to absorb any such sinking fund moneys the Trustee shall reserve the right, as between it and any bondholder making a tender, to reject any or all tenders if in its opinion Series I Bonds can be otherwise purchased at a lower price or prices than those contained in the tenders. Interest on all Series I Bonds purchased for the sinking fund through tenders shall cease on the date fixed for such purchase in the notice.

In the event the retirement of Series I Bonds is to be made by purchases in the open market, such purchases may be made by the Trustee in any market where the Series I Bonds are ordinarily traded, all as the Trustee acting in its unrestricted discretion may determine.

In the event the retirement of Series I Bonds is to be made by redemption, such Series I Bonds shall be redeemed in the manner provided in Article 4 of the original Indenture. Series I Bonds shall be callable for the sinking fund at the principal amount thereof, without premium, plus accrued interest to the date fixed for redemption.

All Series I Bonds purchased or redeemed by the Trustee pursuant to the provisions of this Subdivision (C) of this Section 2, and any appurtenant coupons, shall be forthwith cancelled and shall thereafter be delivered by it upon the written order of any officer of the Company, and no Series I Bonds shall be issued in lieu thereof or to refund the same, nor shall any bonds of any other series be issued in