

of the bonds selected to be called unless the redemption be of the entire issue then outstanding. If the funds necessary to effect any redemption elected to be made by the Company shall be deposited with the Trustee, for that purpose, such notice, upon the written request of the Company, may be published and given by said Trustee.

If the funds necessary to redeem any bonds called for redemption, as aforesaid, shall have been deposited with the Trustee, for the account of the holder or holders of such bonds on or before the date specified for such redemption, and the notice herebefore mentioned shall have been duly given, the Company and the Trustee shall be privileged to consider such bonds redeemed from the holder or holders thereof and interest on said bonds shall cease at the date specified for such redemption and thereafter said bonds shall not be entitled to any benefit of or from this indenture.

In case any question shall arise as to whether any notice has been published or given, as herein provided, such question shall be decided by the Trustee, whose decision shall be final and binding upon all parties in interest.

#### ARTICLE FOUR.

SECTION 1. IN CASE (1) DEFAULT SHALL BE MADE IN THE DUE AND PUNCTUAL PAYMENT OF ANY INTEREST ON any bond hereby secured and outstanding, and any such default shall continue for a period of sixty days; or (2) default shall be made in the due observance or

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performance of any other covenant or condition herein required to be kept or performed by the Company, and any such last mentioned default shall continue for a period of sixty days after written notice thereof to the Company from the Trustee, then, in every such case the Trustee may, and upon the written request of a majority in interest of the bonds then outstanding hereunder and upon being indemnified to its satisfaction, shall, by notice in writing to the Company, declare the principal of all bonds hereby secured and then outstanding to be due and payable immediately, and upon any such declaration, the said principal shall become and be due and payable immediately, anything in this indenture, or in said bonds, to the contrary notwithstanding.

Section 2. In case (1) default shall be made in the due and punctual payment of any interest on any bond hereby secured, and any such default shall continue for a period of sixty days; or (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured; or (3) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Company, and any such last mentioned default shall continue for a period of sixty days after written notice thereof to the Company from the Trustee, then and in every such case the Trustee may (a) enter upon and take possession of the mortgaged property or any part or parts thereof, collect and receive all rents, issues, income, and profits of or from the mortgaged property and operate and conduct the business of the Company to the same extent and in the same manner as the Company might lawfully do, and (b) proceed to protect and enforce the rights of the Trustee and the bondholders hereunder, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure or sale of the mortgaged property, or any part of parts thereof, or for the enforcement of such other appropriate legal or equitable remedy as the Trustee

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may deem most effectual to protect and enforce the rights aforesaid. Section 3. From and after any such continued default, the Trustee shall be entitled as of right to the appointment of a receiver of the property then subject hereto, or any part thereof, and the Company does hereby irrevocably consent to such appointment.

Section 4. In case (1) default shall be made in the due and punctual payment of any interest on any bond hereby secured and any such default shall continue for a period of sixty days; or (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured; or (3) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Company, and any such last mentioned default shall continue for a period of sixty days after written notice thereof to the Company from the Trustee, then and in every such case the Trustee, then and in every such case the Trustee may (a) enter upon and take possession of the mortgaged property or any part or parts thereof; or (b) sell the mortgaged property or any part thereof (1) at public auction in the City of Kansas City, Kansas, after notice in writing to the Company and publication of notice once a week for at least six weeks in a newspaper published in the City of Kansas City, Kansas, and a newspaper published in Kansas City, Missouri, or (2) as may otherwise be provided by law. The Trustee may adjourn the sale from time to time to such place as in its discretion it may deem best, and at the time and place to which said sale may be adjourned, make and deliver to the purchaser or purchasers good and sufficient deed or deeds to the property so sold, in fee simple. A sale made as aforesaid shall be a perpetual bar, both in law and equity, against the Company and all persons lawfully claiming or to claim the property so sold of the Company.

Section 5. By written notice to the Company, the Trustee may, at any time, upon the written request of the majority,

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in its interest of the holders of the bonds at the time outstanding hereunder, waive any default and its consequences, including the declaration of the maturity of said bonds, and (1) in case of any such waiver, or (2) in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned, or determined adversely to the Trustee, then and in every such case the Company, the Trustee and the bondholders shall be restored to their former positions and rights hereunder respectively, but no waiver shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 6. The Company will not, at any time, insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor will it claim, take or insist upon any benefit or advantage from any law now or hereafter in force, providing for the valuation

Bonds considered redeemed if funds deposited with Trustee and notice given.

Upon default principal may be declared due.

Upon default Trustee may enforce rights.

Appointment of Receiver

Rights of Trustee in case of default.

Trustee may waive default.

Waiver of rights under stay and redemption laws.