

future United States, state, county, municipal or other tax or taxes or governmental or other charge in the nature thereof (excluding, however, all income, succession and inheritance taxes) which may be required or permitted under or by reason of any present or future law or constitution to be paid or deducted or retained therefrom by the Company or by the Trustee or by anyone acting in behalf of them or either of them, whether for the account of the Company, the Trustee or the holder of said bonds, or any of them.

The Company further covenants that at least three days prior to the date on which each installment of interest on said bonds becomes due, the Company will deposit with the Trustee, the entire amount necessary to pay the interest due on such date, on all said bonds then outstanding, without deduction for any such tax, taxes or governmental or other charge in the nature thereof as aforesaid; and each such installment of interest money, so deposited, shall be held by the Trustee as a special deposit for the account of the interest due on such interest date, and applied by the Trustee to the payment of such interest upon the presentation and surrender in the case of coupon bonds, of coupons therefor; such coupons so paid to be canceled and delivered to the Treasurer of the Company or his order.

In order to prevent any accumulation of coupons after their maturity, the Company covenants and agrees that it will not directly or indirectly extend or assent to the extension of the time for payment of any coupons on any of the bonds secured hereby by purchase or refunding of such coupons or by any other arrangement. In case the time for payment of any such coupon shall be extended; such coupon shall not be entitled, in case of any default hereunder, to the benefit or security of this indenture, except to the prior payment in full of the principal of all bonds issued and outstanding hereunder, and of so much of the accrued interest thereon as shall not be represented by such extended coupons.

Section 2. The Company covenants (1) that, except as to that part of the mortgaged property which may be hereafter acquired, the Company is now well seized of the premises and property and rights hereby conveyed, and has good right, full power and lawful authority to grant, bargain and sell, and to convey, mortgage and pledge the same in the manner and form herein done or intended, and that it has and, subject to the provisions hereof, will preserve good and indefeasible title to all the mortgaged property and will forever defend the same to the Trustee against the claims of all persons whomsoever; (2) that the Company will promptly pay all lawful taxes, charges and assessments as any time levied or assessed against the Company or upon or against the mortgaged property or any part thereof or the interest of the Trustee or the bondholders in the same; (3) that there are not now outstanding and that the Company will not at any time create or allow to accrue or exist, any liens prior to the lien of this indenture, upon the mortgaged property or any part thereof, except any mortgage or mortgages on any property hereafter acquired by the Company, which may exist at the date of the acquisition of such property by the Company; and (4) that neither the value of the mortgaged property nor the lien of this indenture, will be diminished or impaired in any way as a result of any action, on nonaction, on the part of the Company.

Section 3. The Company covenants that the principal and interest of all bonds and other indebtedness now or hereafter secured by a lien or liens prior to that of this indenture upon the mortgaged property or any part thereof will be paid at or before the respective maturities of such bonds and other indebtedness; that all of the covenants, conditions, obligations and agreements of the respective mortgages or other instruments or contracts, written or oral, in respect of such bonds or other indebtedness will be in all respects fully complied with, and will not be modified or changed without the prior written consent of the Trustee.

Section 4. The Company covenants that, upon the written request of the Trustee, it will forthwith execute, acknowledge and deliver all such further, other and supplemental instruments, and will take all such further action, as may reasonably be required for better assuring and confirming unto the Trustee the mortgaged property, or any part thereof.

Section 5. The Company, at its own cost and expense, will do and cause to be done all things necessary to preserve and keep in thorough repair, working order and condition and fully supplied with equipment appropriate to the nature and volume of its business, all said estates, properties and franchises and all things necessary to preserve and keep valid and intact the lien and encumbrance hereby created, and will diligently preserve all rights, franchises and privileges and leasehold estates to it granted and confirmed by law or other wise and will do whatever counsel learned in the law shall advise as necessary to be done in order to comply with the laws relating thereto and will not do or suffer any matter or thing whatsoever to be done whereby the lien of this indenture might or could be lost or impaired until all the said bonds hereby secured with all the interest accrued thereon, shall have been fully paid and satisfied; provided, however, that The Company may omit to maintain, preserve or cause to be extended or continued any lease, franchise, ordinance, right, power or privilege which in the opinion of the Company it is inadvisable to maintain, preserve or cause to be extended or continued, and the Company may agree to any modification, amendment, alteration, extension, cancellation or surrender of any lease, franchise, right, power or privilege and may also agree to the substitution of any new lease, franchise, ordinance, right, power or privilege for any lease, franchise, ordinance, right, power or privilege now or hereafter owned or enjoyed, upon such terms as the Company may deem advisable. And such amended, altered, modified, extended or substituted lease, franchise, ordinance, right, power or privilege shall, without further act or deed, become subject to the lien of, and be bound by, the provisions of this indenture in the same manner and to the same extent as those previously existing.

Subject to the foregoing provisions of this Section 5, whenever necessary or advisable, the Company will comply with the terms of its leases and franchises and with the laws of the United States and of the State of Kansas and with the ordinances of any City or municipality in which the property of the Company may be located.