

all of the bonds of any series at any time issued hereunder shall have been paid, either at maturity or upon previous purchase, and after the surrender and cancellation thereof, with all unpaid and unmatured coupons thereto appertaining, or provision for such payment shall have been made as provided in this indenture, thereafter at any time, and from time to time, bonds of another series may be executed, authenticated and delivered hereunder in lieu thereof, but only upon the conditions and restrictions in this Article specified; excepting, however, that in issuing such other series of bonds hereunder in lieu of the issue of bonds paid, surrendered and cancelled, it shall not be required that the Company make betterments, improvements, developments, extensions or additions, to or about its plants or properties, as provided in Section 3 of this Article II or comply with the provisions of Section 6 of this Article II, provided that if any securities shall have been pledged with the Trustees as collateral for the specific bonds so paid, surrendered and canceled, such securities shall be retained by the Trustees as collateral for such new series of bonds. Such bonds may be of any form, have any date or dates of maturity, contain any provisions and bear any rate of interest authorized by this indenture.

Section 2. On the execution of this instrument there shall be executed by the Company and delivered to the Corporate Trustee bonds to an aggregate principal amount not exceeding Three Million Dollars (\$3,000,000) to be designated as Series "A" bonds; whereupon the Corporate Trustee shall authenticate and deliver the same to or upon the written order of the Company signed by its President or Vice-President duly authorized, under its Corporate seal, provided the provisions of Section 11 of Article III have been complied with. The Company shall, and it hereby covenants with the Trustees that it will use and apply said bonds or their proceeds to its general needs and uses. No more of said total authorized issue shall ever be issued against or on account of said present properties hereinbefore described or now owned by the Company in their present state of equipment or improvement, nor against the properties about to be acquired by the Company from the City of Emporia with \$68,000 of the proceeds of such bonds of Series "A" by virtue of the exercise by the Company of the option to purchase hereinabove mentioned in subdivision (h) of paragraph "Second" of properties specifically described covered by this indenture. Said bonds of Series "A" may be issued either as coupon bonds or as registered bonds without coupons of the denominations and as provided in Section 4 of Article I hereof. Said bonds of Series "A" shall be dated June 1, 1922, shall mature and be payable on June 1, 1937, shall bear interest at the rate of six (6) per centum per annum, payable semi-annually on the first days of June and December in each year, and both the principal of and interest on said bonds shall be payable in gold coin of the United States of America of the present standard of weights and fineness, or its equivalent, at the banking offices of The American Exchange National Bank, in New York City, New York, or its successors or at the option of the holder at the office of the Continental and Commercial Trust and Savings Bank in the City of Chicago, Illinois, or its successors, shall contain a provision for the payment of interest without deduction for any tax or governmental charge which the Company or the Trustees may be required or permitted to pay thereon or deduct or retain therefrom under any present or future law of the United States of America or of any state, county or municipality or other taxing authority therein except inheritance and succession taxes and such portion of any Federal Income Tax in respect of such interest as shall be in excess of two per cent. and shall contain such other terms as may be determined by the Board of Directors of the Company at the time the series is authorized. Said bonds of "Series A" may be authenticated and delivered in advance of the recording of this indenture, but the Company covenants that in such case it will with all due speed cause this indenture to be duly recorded.

Section 3. Bonds of other series containing such terms, conditions and conditions and provisions not consistent herewith as may be determined by the Board of Directors of the Company, may be executed on behalf of the Company and delivered by the the Company to the Corporate Trustee from time to time, and shall be authenticated and delivered hereunder by the Corporate Trustee to the Company upon the order of its president or a vice-president duly authorized, whenever the Company shall make any betterments, improvements, developments, extensions or additions to or about its plants or properties, or acquisitions of new properties within the scope of its corporate powers, which shall not include stocks, bonds or other securities, but only for an amount of principal not exceeding eighty per cent (80%) of the actual cost and not exceeding eighty per cent (80%) of the fair value to the Company of such betterments, improvements, developments, extensions or additions, or acquisitions of new properties, and only upon receipt by the Corporate Trustee of the following certificates:

(a) A certificate signed in the name of the Company, by the President or Vice-President and the Treasurer or an Assistant Treasurer of the Company, stating (1) the actual cost to the Company of the betterments, improvements, developments, extensions, or additions, or acquisitions of new properties, specified as the basis for the further issue of bonds hereunder, and (2) that the net earnings of the Company, including the net earnings of the corporation whose entire capital stock (except directors' qualifying shares) is at the time owned by the company and pledged hereunder with the Trustees during twelve consecutive calendar months ending within three months next preceding the application for authentication and delivery of such bonds