

BANK SOUTH STATIONERY CO KANSAS CITY MO 64114

or other analogous fund pursuant to the provisions of Section 28 hereof; or

(c) any refundable bond which has been or is to be purchased, paid, redeemed or otherwise retired out of the proceeds of any insurance ~~on any part of the mortgaged property, released~~ from the lien of this Indenture, or from a prior lien, or taken by the exercise of the power of eminent domain; or

(d) any refundable bond, expenditures for whose payment, redemption or other retirement have theretofore been used by the Company to meet the requirements of Section 44 hereof; or

(e) any refundable bond whose acquisition, payment, redemption or other retirement has theretofore been used to meet the requirements of any sinking, amortization or other analogous fund, if any, which may hereafter be created as hereinabove in Section 5 provided, but only if, and to the extent that, the supplemental indenture or resolution or other instrument creating such fund may preclude the authentication and delivery of Bonds under this Article upon the basis of such acquisition, redemption, purchase or other retirement of such refundable bond.

Section 24. Upon compliance with the provisions of Section 22, the corporate Trustee shall authenticate and deliver Bonds of an aggregate principal amount up to, but not exceeding, the principal amount of the refundable bonds deposited with the corporate Trustee and/or paid, redeemed or otherwise retired and/or for whose payment, redemption or other retirement provision has been made as in Paragraph B of Section 22 provided.

Section 25. In case money is deposited as in Section 22 provided in respect of any refundable bond, within one year of the maturity or date fixed for the redemption thereof, the money so deposited need include no amount to cover the interest which shall after said deposit become payable on said bond, anything hereinabove to the contrary notwithstanding.

The Company covenants and agrees that, unless a refundable lien shall in the opinion of counsel otherwise require, such bonds, either cancelled or uncanceled, as and when paid, redeemed, purchased or otherwise retired, shall be deposited with the corporate Trustee hereunder; and no Bonds shall thereafter be authenticated and delivered under this Article in respect thereof.

Section 26. Every uncanceled bond secured by a prior lien, which shall be deposited with the corporate Trustee under any provision of this Indenture, shall be stamped by the corporate Trustee with an appropriate legend to the effect that the same is no longer negotiable and is held by it in trust for the purposes of this Indenture; and such bond shall be held by the corporate Trustee as purchaser, without merger or extinguishment or impairment of lien, as part of the trust estate, unless and until disposed of as hereinafter in this Article authorized and directed.

Neither the principal of nor the interest on any bonds secured by a prior lien so deposited with the corporate Trustee shall be collected or be required to be paid, and all coupons representing such interest, as and when they become due and payable, shall be cancelled by the corporate Trustee and delivered upon the written order of any officer of the Company, unless and until a default or other event shall happen whereby the right shall arise to enforce by foreclosure or otherwise the prior lien securing such bonds; but then and thereupon the principal of all such uncanceled bonds then so deposited, and all interest thereon maturing on or subsequent to the date upon which such default occurred, shall become collectible, and payment thereof may be demanded and enforced by the corporate Trustee while such default continues, ratably and equally with all other bonds secured by said lien not deposited with the corporate Trustee, and the corporate Trustee shall be entitled to take such action as the corporate Trustee, being advised by counsel, shall deem desirable or necessary in the premises.

Section 27. Whenever (a) all outstanding bonds secured by a prior lien (except any lost, stolen, mutilated or destroyed bonds for which satisfactory indemnity shall have been given and as to which the corporate Trustee shall have received the certificate of the trustee or mortgagee of such prior lien, and except also bonds for the payment of which due provision shall have been made by the deposit with the corporate Trustee hereunder or with the trustee or mortgagee of such prior lien of the amount due and to become due thereon for principal and interest, and premium, if any, as to which the corporate Trustee shall have received a similar certificate) shall have been deposited with the corporate Trustee hereunder, and (b) the corporate Trustee shall have received an opinion of counsel, that there are no liens upon the trust estate junior to the lien of such prior lien and prior to the lien of this Indenture,-- the corporate Trustee shall, on the written request of the Company, cancel or cause to be cancelled all bonds so deposited, (if not previously cancelled), to the end that such prior lien may be discharged of record; and the Company covenants and agrees that it will cause such lien to be so discharged and that it will furnish the corporate Trustee with appropriate evidence thereof and of the creation or other destruction of such bonds.

Section 28. In case any prior lien shall contain provision for a sinking, amortization, improvement or other analogous fund for the retirement of the bonds thereby secured, the corporate Trustee, upon the written request of the Company, shall, at such times and at such prices as may be specified in such request, tender bonds thereby secured at the time held by the corporate Trustee hereunder for the purposes of such fund. In case any such bond at any time held by the corporate Trustee so tendered shall be accepted, or shall be called for redemption, purchase or other retirement out of any such fund or otherwise, the corporate Trustee shall, upon receipt of the redemption, purchase or retirement price thereof, surrender such bond to the trustee or mortgagee of such prior lien. All moneys so received by the corporate Trustee shall be paid out upon the written order of the Company, unless such moneys, while held by the trustee or mortgagee of such prior lien, represented moneys of the character mentioned in Section 60 hereof, in which case such moneys when received by the corporate Trustee hereunder, shall be held, paid out or applied under and in accordance with the provisions of said Section 60 hereof as if the same had been originally received by the corporate Trustee hereunder and not by the trustee or mortgagee of such prior lien. The corporate Trustee shall in every such case be entitled to receive and shall be fully protected in relying upon a certificate of the Company, stating whether said moneys or any part thereof, while held by the trustee or mortgagee under such prior lien, represented moneys of the character mentioned in Section 60 hereof.

Section 29. No bond secured by a prior lien shall be deemed outstanding for any purpose of this Indenture, if at the time such bond is held by and deposited with, or funds sufficient to pay, and held for the purpose of paying, the principal thereof (and premium, if any), together with