

coupon bonds hereinbefore described to an amount at their face value equal to the face value of the temporary bond or bonds so surrendered, and upon such exchange being made, the Corporate Trustee shall cancel the temporary bond or bonds so surrendered in exchange. Until said temporary bond or bonds are surrendered and exchanged for permanent coupon bonds issued hereunder, they shall be secured by these presents as fully and in like manner and to the same extent as would be the said permanent coupon bonds were they issued instead of such temporary bond or bonds.

SECTION 4. In case any bond issued hereunder, with the coupons thereto attached, shall become mutilated or be lost, stolen or destroyed, the Company, in its discretion, may execute, and thereupon the Corporate Trustee shall, under such reasonable rules as it may prescribe, authenticate and deliver a new bond of like tenor and date, including the unmatured and unpaid coupons thereon, bearing the same serial number, in exchange and substitution for, and upon cancellation of, the mutilated, lost, stolen or destroyed bond and its coupons, or in lieu of and substitution for said mutilated, lost, stolen or destroyed bond and its coupons, upon receipt of satisfactory evidence of the mutilation, loss, theft or destruction of such bond and its coupons, and also upon receipt of indemnity satisfactory to the Company and the Corporate Trustee.

SECTION 5. Any bond or bonds issued hereunder and secured hereby may be interchanged by the owner thereof with the Company for a bond or bonds of higher denomination, but of like aggregate principal amount, and to effect this purpose, the Company, whenever requested by the owner of any bond, may execute, and the Corporate Trustee shall certify and deliver, in exchange for an aggregate like principal amount of bonds issued hereunder and secured hereby, bonds of different and higher or greater denomination than those offered in exchange, but aggregating the same principal amount as those offered in exchange, provided, first, that bonds so issued in exchange shall not be in the same or smaller denominations than the bonds so offered in exchange, and provided, second, that the bonds so issued in exchange shall not be in denominations other than One Thousand Dollars (\$1000.00), Five Hundred Dollars (\$500.00) and One Hundred Dollars (\$100.00) and the bonds so issued in exchange shall be secured equally hereby with the bonds originally issued hereunder. In case of any such exchange, the Corporate Trustee shall forthwith cancel the surrendered bond or bonds and the accompanying coupons, and, on its written request, deliver the same to the Company. Bonds so issued in exchange shall be numbered successively beginning with the number next higher than that of the highest numbered certified bond of the denomination to be so issued. In each case of such surrender and exchange, there shall be surrendered with the bond or bonds so surrendered or exchanged, all coupons belonging thereto then in the future to become due, and all bonds so certified and delivered in exchange shall have attached thereto all coupons belonging thereto then in the future to become due. In computing the total amount of bonds authorized to be issued under this Indenture, bonds cancelled by way of such exchange shall not be counted. All such bonds and coupons so surrendered to the Corporate Trustee in exchange, shall immediately be cancelled, and on written request, delivered to the Company.

ARTICLE II. REGISTRATION OF BONDS.

It is further covenanted and agreed that any of the bonds issued hereunder may be registered at the option of the holders, on the books of the Company at the principal office of the Corporate Trustee in the City of Cleveland, Ohio, such registration to be noted on the bonds themselves. If registered, they shall pass only by transfer on the books of the Company, noted also on the bonds, but they may be discharged from registration by being so transferred to bearer, after which they shall pass by delivery until again registered. The coupons shall in all cases be negotiable by delivery, whether the respective bonds themselves be registered or not. The company agrees that it will at all times, so long as the bonds issued hereunder, or any of them, remain outstanding and unpaid, cause to be kept at the principal office of The Guardian Trust Company, at Cleveland, Ohio, the Corporate Trustee, or its successors in the trust hereby created, suitable books for the registration and transfer of such bonds as may be presented for that purpose, and the Company hereby constitutes and appoints the Guardian Trust Company of Cleveland, Ohio, the Corporate Trustee, or its successors in the trust hereby created, its bond registrar and transfer agent, with all powers usual and proper in such cases, and in the event some other trust company shall hereafter serve as Corporate Trustee hereunder, then it shall succeed The Guardian Trust Company as such bond registrar and transfer agent.

ARTICLE III.

COVENANTS BY THE COMPANY.

The Company hereby covenants and agrees as follows:

SECTION 1. That it will pay or cause to be paid the Bonds herein mentioned and the interest thereon, at the time and place, and in the manner herein and in said bonds provided, or in the coupons thereto belonging, according to the true intent and meaning thereof, and, in so far as may be permitted by any present or future law, without deduction from either principal or interest, for any tax, assessment, or other governmental charge (except succession and inheritance taxes, and that portion of any Federal income tax in excess of two per cent (2%) per annum) which the Company or the Trustees or either of them may be required to pay thereon or to retain therefrom, under or by reason of any present or future law of the United States of America, or any state, county, municipality or other taxing authority therein. The Company hereby agreeing to pay, so far as may be permitted by law, all such taxes, assessments, or governmental charges. The interest on the coupon bonds shall be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature, and when paid, such coupons shall forthwith be cancelled and delivered to the Company or on its order.

SECTION 2. That it will duly pay and discharge from time to time all taxes, excises or franchise fees, assessments, imposts and governmental charges lawfully imposed upon the Company or the trust estate, or any part thereof, or upon the income or profits thereof, or upon the lien or interest of the said Trustees, or either of them, in respect to the trust estate, the liens whereof might or could be prior to the lien of these presents, and that in default of payment thereof by the Company, the Trustees, or the holder of any bond secured hereby, through the Trustees, may pay the same without prejudice, however, to any rights of the Trustees hereunder by reason of such default in payment by the Company, and when so paid the amount thereof with six per centum (6%) interest thereon shall become a lien prior to the said bonds upon the premises hereby conveyed, and shall be protected as such by this instrument. Provided, however, that the Company shall have the right to contest by legal proceedings, or otherwise, any such tax, fee, charge, assessment or lien, and pending such contest may delay or defer the payment thereof unless thereby the property subject hereto shall be exposed to loss or forfeiture.

SECTION 3. That it is well and lawfully seized and possessed of the trust estate as a good and indefeasible estate in fee simple or possession absolute, as the case may be; that it has good right and lawful authority to mortgage and convey the same as herein written; that the same is free and clear of all liens and encumbrances, and that it will warrant and defend the title to said trust estate against all lawful claims and demands whatsoever.

SECTION 4. That it will diligently preserve the right and franchises now or hereafter granted or conferred upon it by the laws of The United States of America, the State of Kansas, or by the laws or ordinances of any state, city, village, county, township or other governmental subdivisions wherein its railroad or any part thereof shall be constructed, owned or operated, and that in using and operating its railroad and all parts thereof as the same are now, or may hereafter be constructed or extended it will at all times maintain and preserve the same and every part thereof, together with the fixtures and appurtenances, in reasonable repair, working order and condition, and supplied with motive power, rolling stock and equipment, and to make from time to time all needful, necessary and proper repairs, renewals, replacements, betterments and improvements so that the traffic and business thereof, and of every part thereof, shall at all times be conducted with safety and expedition.