

MORTGAGE RECORD 75

SECTION 5. That it will faithfully observe, keep and obey all laws, rules and regulations of all duly constituted authorities relative to the ownership and management of its property, and will also do or cause to be done all acts and things necessary to preserve and keep the lien or encumbrance hereby created valid and intact and a first lien upon the property herein described.

SECTION 6. That it will, so long as any of said bonds remain outstanding and unpaid maintain its corporate organization and actively conduct its business; provided, however, that nothing herein contained shall prevent the Company, with the consent of the Trustees, from selling or leasing the mortgaged premises and property, substantially as an entirety, subject to the lien of this indenture, to another corporation, or from consolidating or merging into another corporation, which leasing, purchasing, consolidating or merging corporation shall expressly assume or become obligated to observe and perform all of the conditions and covenants of this Indenture, in which event the Company shall not be required to perform said covenant to maintain its corporate organization and conduct its business.

SECTION 7. That it will in each year during the month of March, so long as any of the bonds issued hereunder remain outstanding and unpaid, make and file with the Corporate Trustee of Cleveland, Ohio, and its successors in the trust hereby created, a true and correct statement, in triplicate, showing in detail satisfactory to the Corporate Trustee, the earnings, assets and liabilities of the Company as of the preceding December thirty-first, and that if at any time any such statement filed with the Corporate Trustee by the Company shall in the opinion of the Corporate Trustee be incorrect or not set forth with sufficient detail such earnings and liabilities, the Corporate Trustee may request, and the Company shall then furnish such additional statement or detailed information as the Corporate Trustee may require, and in case the Company shall fail to make and furnish to the Corporate Trustee such statement or additional information as it may require, as above set forth, the Corporate Trustee may, if its elects, but shall not be required so to do, examine, through such representatives as it may select, all books, accounts, papers, documents and property of the Company, and make such statements as it may deem proper; and the Company covenants and agrees that at all reasonable times it will permit the representatives of the Corporate Trustee to have access to all the books of account, papers, documents and property of the Company for any such examination. Any bondholder shall have the right to inspect such statements at the office of the Corporate Trustee at all reasonable times.

In the event that the Corporate Trustee shall make or cause to be made any examination under the provisions of this Section, the cost and expense thereof shall be paid by the Company.

SECTION 8. That it will, so long as any of the bonds secured hereby are outstanding and unpaid, at its own cost and expense, insure and keep insured, in responsible insurance companies all its property usually insured by like companies similarly situated and in the same manner and to the same extent, and that the policies for such insurance may be deposited with the Corporate Trustee and shall be so deposited when requested in writing by the Corporate Trustee, and shall provide that the loss, if any, shall be payable to the Trustees as their interests may appear. The Company further covenants and agrees that it will, on the first day of March and the first day of September in each year, deposit with the Corporate Trustee a certified list of all insurance policies then in force upon the Company's property, giving in detail the names of the Insurance Companies, the dates of expiration of the various policies, the amounts of said policies and the serial numbers thereof.

In the event of loss, the proceeds derived from such insurance shall be paid over to the Corporate Trustee and it shall from time to time, on the written request of the Company, signed by the President or Vice President and Treasurer, pay over to the Company such amount of money out of the proceeds of said insurance as shall be necessary to repair, restore or replace such lost or destroyed property, such payments to be made from time to time upon receipt of vouchers showing the expenditure by the Company of the amount called for in any such vouchers, or that an indebtedness has been incurred, for such purpose of repair, restoration or replacement, equal to the amount called for by such vouchers.

The said proceeds, however, may be expended by the Company in the purchase of other real estate, buildings, easements, chattels, rolling stock, or other things necessary or proper to be used in and about the property and business of the Company, upon the same terms and conditions and in the same manner as is set forth in Article V hereof in reference to proceeds derived from the sale of property released from the lien and operation of this indenture.

In case the Company shall not have elected to expend the proceeds of any such insurance policies in either of the methods aforesaid within the period of six months from the date of the deposit of such proceeds with the Corporate Trustee, the same shall be used by the Corporate Trustee in the redemption of bonds as and in the manner set forth in Article IV hereof, or applied to the payment of such bonds at their maturity.

SECTION 9. That it will not directly or indirectly extend, or consent to the extension of the time of payment of any coupon or claim for interest upon any of the bonds issued hereunder, and that it will not directly or indirectly be a party to or approve of any arrangement therefor by purchasing or funding the same, or in any other manner. In case the payment of any such coupon shall be so extended by or with the consent of the Company, such coupon or claim for interest so extended shall not be entitled, in case of default hereunder, to the benefit or security of this indenture, except subject to the prior payment in full of the principal of all outstanding bonds and of all coupons of such bonds, the payment of which has not been so extended, the intention being to prevent any accumulation after maturity of coupons upon the bonds issued hereunder.

SECTION 10. That it will from time to time, upon written demand of the Trustees, or either of any of them, make, execute, acknowledge and deliver all such further deeds, conveyances, mortgages, assignments, transfers and assurances as the Trustees, or their successor or successors in the trust hereby created, may specify, for effectuating the intention of these presents, and for the further assuring or confirming unto the Trustees, their successor or successors, in the trust hereby created, upon the terms and for the purposes herein expressed, the property, real, personal or mixed, hereby conveyed, or intended to be conveyed, to the Trustees.

SECTION 11. That the bonds may be registered and the bonds and coupons may be presented for payment at the principal office of The Guardian Trust Company of Cleveland, Ohio, the Corporate Trustee, and its successors in said trust, and notices and demands in respect to such bonds and coupons may be served from time to time upon the Corporate Trustee at its principal office in the City of Cleveland, Ohio, and the Company hereby appoints and constitutes The Guardian Trust Company of Cleveland, Ohio, or its successors in the trust hereby created, its fiscal agent, first, for the payment of the principal and interest of the Bonds hereby secured at the times and in the manner in which said principal and interest are payable under the terms of said bonds and the coupons thereof, and second, for all other purposes stated in said bonds, the coupons attached thereto, or in this Indenture, including the payment of the normal tax required or permitted to be withheld under the provisions of the Federal income tax law, and for such purposes, covenants and agrees to make proper notification of the appointment of The Guardian Trust Company of Cleveland, Ohio, as such fiscal agent.

ARTICLE IV.

It is further covenanted and agreed by and between the parties hereto, that the Company hereby reserves and shall have the right to redeem any or all of the bonds of the issue hereby secured, on any interest paying date prior to maturity, at par plus accrued interest. If at any time less than the whole amount of bonds outstanding are to be redeemed, the bonds to be redeemed shall be chosen by lot by the Corporate Trustee. The Company shall in all cases of redemption of bonds hereunder give notice by publication in one newspaper of general circulation published in the City of Kansas City, Kansas, and in one newspaper of general circulation published in the City of Cleveland, Ohio, which notice