

BANK BUILDING STATIONERY CO. KANSAS CITY MO. 64101

shall authenticate and deliver in exchange for such coupon bond or bonds and upon cancellation thereof, a like principal amount in registered bonds without coupons of the same series and of any authorized denomination, which shall have endorsed thereon the serial number or numbers borne by the coupon bond or bonds reserved to be issued in exchange therefor. Whenever any registered bond without coupons shall be surrendered for exchange for a coupon bond or bonds, the Railway Company shall issue, and the Trustee shall authenticate and deliver in exchange for such registered bond, a like principal amount in coupon bonds of the same series, each bearing one of the serial numbers respectively endorsed upon the registered bond so surrendered, and with all coupons for interest maturing on and after the next ensuing semi-annual interest date thereto attached. Whenever any registered bond or bonds shall be surrendered for exchange for a registered bond or bonds of other denominations, or for transfer, the Railway Company shall issue and the Trustee shall authenticate and deliver in exchange therefor or to the transferee, as the case may be, a like principal amount in new registered bonds of the same series and of any authorized denomination, which shall have endorsed thereon the same serial number or numbers of coupon bonds which were endorsed upon the registered bond or bonds so surrendered. Two coupon Bonds of the denomination of \$500 and of the same series, having all unmatured coupons attached, may at the option of the holder thereof be surrendered in exchange for a coupon bond of the same series of the denomination of \$1,000 and, in any such case, the Railway Company shall execute and the Trustee shall authenticate and deliver, on cancellation of the bonds surrendered and in exchange therefor, a coupon bond of the same series of the denomination of \$1,000 with all unmatured coupons attached. In every case of any such exchange or transfer the Trustee forthwith shall cancel the surrendered bond, and, if a coupon bond, the coupons appertaining thereto, and shall deliver the same to or upon the written order of the Railway Company.

10. For any exchange of coupon bonds for registered bonds or of registered bonds for coupon bonds, or of registered bonds for registered bonds of other denominations, or of coupon bonds of the denominations of \$500 for coupon bonds of the denomination of \$1,000, and for any transfer of registered bonds, the Railway Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge connected therewith, and also a further sum not exceeding two dollars for each new bond issued upon such transfer or exchange.

11. As to all registered bonds and all coupon bonds registered as to principal the person in whose name the same shall be registered shall for all purposes of this Trust Indenture be deemed and regarded as the owner thereof, and thereafter payment of or on account of the principal of such bond, if it be a registered coupon bond and of the principal and interest if it be a registered bond without coupons, shall be made only to or upon the order of such registered owner thereof, but such registration may be changed as above provided. The Railway Company and the Trustee may deem and treat the bearer of any coupon bond which shall not at the time be registered as to principal and the bearer of any coupon for interest on any coupon bond whether or not registered as to principal, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof, and for all other purposes whatsoever, and neither the Railway Company nor the Trustee shall be affected by any notice to the contrary.

12. Pending the preparation of definitive bonds and in place of definitive bonds the Railway Company may execute, and the Trustee shall authenticate, temporary bonds with or without coupons substantially in the form of the coupon bond herein recited with appropriate omissions, insertions and variations for \$500, \$1,000 or any multiple of \$1,000, and such temporary bonds shall be exchangeable at the office of the Trustee, without expense to the holder, for definitive bonds of the same series to an equal aggregate principal amount and in the case of coupon bonds, bearing all unmatured coupons. Immediately upon such exchange, such surrendered temporary bonds shall be canceled by the Trustee and on the written demand of the Railway Company delivered to the Railway Company. Until exchanged for definitive bonds, the temporary bonds shall in all respects be entitled to the benefit of this Trust Indenture. In case of the issue of temporary bonds without coupons, payment of interest thereon shall be made only upon the presentation thereof for the notation thereon of the fact of such payment. Upon the surrender of any temporary bond or bonds the Railway Company may execute and at the request of the Railway Company, signed by its President or a Vice President, and upon cancellation of the surrendered temporary bond or bonds, the Trustee shall authenticate and deliver in exchange therefor a temporary bond or bonds of other authorized denominations to the like aggregate principal amount. As soon as the definitive bonds are ready for delivery in exchange for temporary bonds, the Railway Company, or the Trustee may insist that interest thereafter payable in respect of any temporary bond in exchange for a definitive bond or bonds as hereinbefore provided.

13. In case any definitive or temporary bond issued under this Trust Indenture shall become mutilated or be destroyed or lost, the Railway Company in its discretion may issue, and thereupon the Trustee shall authenticate and deliver a new bond of the same series and of like denomination, in exchange and substitution for such mutilated bond or in lieu of and substitution for such destroyed or lost bond. In any such case, the applicant for a substitute bond shall furnish to the Railway Company and to the Trustee evidence to their satisfaction, in their discretion, of the destruction or loss of such bond and of the ownership thereof, and also such security or indemnity as may be required by the Railway Company and the Trustee. Upon the issue of any substitute bond, the Railway Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge, or other expense connected therewith, and also a further sum, not exceeding two dollars, for each bond so issued in substitution.

#### ARTICLE TWO REDEMPTION OF BONDS.

1. The Railway Company shall have the right at its option to redeem and pay off the bonds of each of the several series as a whole only, or as a whole or in part, if and as so provided in the bonds of such series and at the times and redemption prices prescribed therein, provided that notice of such election of the Railway Company shall have been given by publication in two daily newspapers, printed in the English language and published and of general circulation in the Borough of Manhattan, in the City of New York, once a week for four successive weeks, the first publication to be not less than sixty days nor more than seventy five days prior to the date of redemption designated in such notice, stating such election on the part of the Railway Company, and that on the day designated therein as the date of redemption there will become and be due and payable upon each of the bonds in such notice designated for redemption the redemption price thereof as specified in such bonds and that from and after such date interest thereon will cease, and requiring that said bonds be then presented for payment and redemption at the office or agency of the Railway Company in the Borough of Manhattan in the City of New York, the address whereof shall be specified. If a part only of a series shall be called for redemption, the particular bonds to be redeemed shall at the written request of the Railway Company, be determined by lot by the Trustee in any usual manner in its discretion and the notice of redemption shall in that case specify the numbers and series of the bonds to be redeemed. A similar notice shall be sent through the mails, postage prepaid, at least sixty days prior to such redemption date to holders of registered bonds and to registered holders of coupon bonds whose addresses shall then appear upon the bond registers and whose bonds shall have been called for redemption, but neither the