

SAML DOWDORTH STATIONERY CO KANSAS CITY MO 64114

Section 3. For every purpose of this Indenture and of the Bonds unless the context requires some other meaning, the following words and terms, and their equivalents, when used in this Indenture, shall respectively have the meaning hereinafter specified with respect thereto: the words "mortgaged Property" have the meaning specified in the granting clauses hereof; the word "Trustee" means the Trustee hereunder for the time being, whether original or a successor pursuant to the provisions of sections 3 and 4 of Article VII of this Indenture; the words "Trustee", "Bond", "Coupon", "Bondholder", "holder", "bearer", "owner", and other words used in the singular or in the plural shall respectively include the plural and the singular, whether or not so expressed; as referring to the Company, the word "president" includes any vice-president, the word "secretary" includes any assistant secretary and any clerk or assistant clerk performing the duties usually performed by the recording officer of a corporation, and the word "treasurer" includes any assistant treasurer; the word "principal", and other words likewise referring to the Bonds, includes the premium, if any, at the time payable on the Bonds under any of the provisions thereof or hereof; the word "person", used with reference to a Bondholder or likewise, includes, individuals, firms, associations, trusts or corporations; the words "Bondholders", "holders" and other similar words or terms mean the bearers and the registered owners of Bonds at the time outstanding hereunder, subject, however, to the extent applicable, to the provisions of sections 7 and 8 of Article II hereof; the word "coupons", means the interest coupons appertaining to the Bonds, and includes, to the extent applicable, claims for interest on fully registered Bonds without coupons, if any; the words "registered owner" in respect of each Bond mean the person in whose name that Bond is registered; the words "registered Bonds" mean coupon Bonds registered as to principal otherwise than to bearer and fully registered Bonds without coupons, if any; and the word "Bonds", includes, to the extent applicable, the coupons and claims for interest, as well as the coupon and fully registered Bonds (if any) to which the coupons and claims for interest, appertain, and the temporary Bonds hereinafter authorized.

Section 4. Whenever used in this Indenture, unless the context requires some other meaning, the following words and terms, and their equivalents, shall respectively have the meaning hereinafter specified with respect thereto:

Subsection A. The words "Additional Property" mean real estate necessary or useful in the Company's business of operating the telephone and telegraph properties embraced in the Mortgaged Property, and also additions, extensions, improvements, machinery, fixtures and equipment of a permanent nature, necessary or useful for the purpose of carrying on the Company's said business, located in the State of Kansas, and acquired or constructed by the Company subsequent to January 2, 1928 and within five (5) years of the date of filing with the Trustee of the application based on property so acquired and stated in such application and or accompanying papers to constitute Additional Property, and subjected to the lien hereof as a first lien (except as permitted by the provisions of subdivisions A, C and D of Section 3 of Article III hereof) but excluding:

A. Property of any of the following classes:

- (1) property already used as the basis for obtaining or as the basis of any pending application for obtaining, the certification and delivery of Bonds to the full amount permitted by the provisions of Article III hereof or the withdrawal by the Company of any money, or the release of any property, hereunder, or under any underlying Indenture or any pledge, mortgage or loan permitted by the provisions of section 12 of Article IV hereof;
 - (2) property constituting repairs or which, in the ordinary practice of companies carrying on a business similar to that carried on by the Company, is charged to operating expenses or such part of the cost of which as shall have been included in the annual certificate filed pursuant to section 9 of Article IV hereof;
 - (3) property substituted for, or acquired with the proceeds of insurance from or compensation for, any of the Mortgaged Property lost, damaged or taken by exercise of the power of eminent domain; and
 - (4) property constituting replacements, reconstructions or renewals to or of the Mortgaged Property;
- except to the extent in any case that the Cost or Fair Value (as herein defined), whichever is less, of any property specified in the foregoing sub-clauses (1), (3) and (4):
- (a) exceeds (when) it is established to the satisfaction of the Trustee that the property lost, damaged, released, taken, replaced, reconstructed or renewed was acquired by the Company more than one (1) year after its construction, and that the Fair Value of such property at the time of its acquisition by the Company was appraised in an Engineer's Certificate executed not more than ninety (90) days before nor more than one (1) year after the acquisition of such property by the company) the Cost when acquired such appraised Fair Value, of the property lost, damaged, released, taken replaced reconstructed, or renewed, whichever is greater; or
 - (b) exceeds (when the circumstances mentioned in sub-clause (a) preceding are not established to the satisfaction of the Trustee) the Cost when new of the property lost, damaged, released, taken, replaced reconstructed or renewed, or the amount which such property would have cost if new at the time of its loss, damage, release, taking, replacement, reconstruction or renewal, whichever is greater;

Provided, however, that if any property, which might have been used as the basis for the certification and delivery of Bonds or for the withdrawal of money hereunder, is lost, damaged, released or taken before being so used, and if the Company substitutes, or constructs or acquires other additional property (even if from the proceeds of money received because of such loss, damage, release or taking) the property so substituted, constructed or acquired, may, nevertheless, be used by the Company as the basis for the certification and delivery of Bonds or for the withdrawal of money, hereunder, subject to the same limitations and conditions as would have applied to the property lost, damaged, released or taken; and provided further that property constituting repairs, substitutions, replacements, reconstructions or renewals may be used as a basis for the withdrawal of money from the Trustee under the provisions of Article XI hereof, if the money applied to be withdrawn was received by the Trustee because of the loss, damage or taking of the property so repaired, substituted, replaced, reconstructed or renewed.

B. Leasehold interests, real estate unless owned in fee simple, or rights in real estate unless owned in perpetuity or without limit of time, or plants, structures, developments or buildings unless the Company has the necessary titles, franchises or other rights for the maintenance and use thereof in perpetuity or without limit of time; provided, however, that a grant which provides for compensation to the Company in case of its termination either by lapse of time or by acts of the grantor may be accepted in lieu of the acquisition of perpetual rights, if approved as reasonably necessary and as reasonably adequate for the protection of the interests of the Bondholders by an Independent Engineer's Certificate (as hereinafter defined). Additional Property may include additional or partially completed construction work or any such work as conforms to the provisions hereof and ~~as is ordinarily carried on plant or installation~~ (Whether or not capable of specific description and identification) accounts by a company carrying