

The Company will also make payment of the principal and interest of Bonds of Series subsequent to Series A without deduction and with reimbursement for taxes pursuant to the provisions thereof, if any, in Bonds of each such subsequent series, respectively.

Section 3. The Company will register, exchange and transfer, at the principal office of the Trustee, any of the Bonds, containing provisions for registration, transfer and/or exchange at said office, presented for that purpose pursuant to the provisions of the Bonds and hereof. The Bonds of Series A may be presented for payment, registration exchange and transfer, coupons may be presented for payment and notices or demands in respect of the Series A Bonds or coupons or of this Indenture may be served or made, at the principal office of the Trustee, which shall be the agent of the Company for the purpose of such registration, exchange and transfer and of receiving such presentations, notices and demands. The Company will also maintain such office or agency or offices or agencies, as may be necessary to comply with the requirements, if any, of Bonds of each series where such Bonds may be presented for payment exchange, registration and/or transfer, and where such Bonds and the coupons and claims for interest appertaining to such Bonds may be presented for payment, pursuant to their terms and at which notices or demands in respect of such Bonds or coupons or of this Indenture may be served. From time to time the Company will file with the Trustee notice in writing of the location, and change in location, of each such office or agency; and, if the Company shall fail to maintain, or to give such notice concerning, any such office or agency, presentation, notice and demand may be made or served in respect of Bonds or coupons and claims for interest affected by such failure at the principal office of the Trustee, which in such event shall be the agent of the Company for such purpose. But neither the Trustee nor any paying agent or agency shall be under any liability to the Company or to any other person in respect of any such presentation, notice or demand, except for willful failure to make payments, upon due presentation, out of funds in its hands available for the purpose, or for gross neglect or willful failure to transmit to the Company any notice or demand made pursuant to this section.

Section 4. The Company is duly organized and existing under the laws of the State of Kansas and is duly authorized under all applicable provisions of law to create and issue the Bonds and to execute this Indenture, and all corporate action on its part for the creation and issue of the Bonds as herein provided, and the execution and delivery of this Indenture, has been duly and effectively taken. The Bonds in the hands of holders thereof, and this Indenture, are and will be valid and enforceable obligations of the Company in accordance with the provisions thereof and hereof.

Section 5. The Company will from time to time at the request of the Trustee reimburse indemnify, put in funds and have harmless the Trustee for and against all expenditures, damages, advances disbursements, loss, cost, expenses and liabilities to which the Trustee or any person employed or consulted by it in connection with this Indenture and the trusts, powers and duties thereof, and all sums of money if any, that shall have been paid or caused to be paid by the Trustee, in case of any default in the payment thereof on the part of the Company, on account of any taxes, assessments, rates, charges, claims, debts, liens or insurance premiums, or other payments required to be made by the Company under any of the provisions hereof, in each case with interest on all overdue payments at the rate of six per cent (6%) per annum, unless in a particular instance; or in particular instances, a different rate shall be expressly agreed upon by the Company and by the Trustee.

Section 6. The Company will from time to time upon the request of the Trustee make, do, execute, acknowledge, deliver and record or file, or re-record or refile, in all places, if any, wherever required for the proper protection of the Bondholders and of the Trustee all such further and additional acts, deeds, assurances and instruments and will take all such further action as may be reasonably be required by the Trustee for assuring and confirming to and to the use of the Trustee in trust, all and singular the property included or intended to be included in the Mortgaged Property

and to carry out the intention of this Indenture or for assuring to the Trustee or the holders of the Bonds, the lien, rights, benefits and security of this Indenture and the covenants of the Company herein contained, and the payment of the Bonds.

Section 7. The Company will not sell, convey, transfer or lease its property as a whole, or substantially as a whole, and no other person, firm, association or corporation shall by consolidation, merger, grant, lease or otherwise be vested with the title to such property, as a whole or substantially as a whole, except upon compliance with the conditions prescribed in Article IX hereof; and the Company will not in any event at any time dispose of any part of its property required or useful in carrying on its business, or of any part of its assets except for full value and in the proper conduct of its business. Nothing in this section or elsewhere in this Indenture shall be construed as a covenant or condition against other mortgages of all or any of the Company's property so long as such mortgages remain subject to the prior lien of this Indenture, and so long as the Company retains both possession of, and the right to redeem the property covered thereby.

Section 8. From time to time the Company will comply with all laws, rules, regulations, ordinances and other requirements of any governing body or officer having jurisdiction in the premises relating to the conduct of the Company's business, the erection, repair and use of its buildings, structure, machinery, plant and other property, and otherwise, and will pay and discharge before the same shall fall into arrears, all taxes, assessments and municipal and governmental rates and charges lawfully levied or imposed upon the Company or upon or in respect of all or any part or parts of its property, business and franchises, or upon or in respect of all or any part or parts of the income or profits thereof, or of the interest of the Trustee or others therein or of moneys in the possession of the Trustee pursuant to any provision hereof, as well as all lawful claims for labor, materials and supplies and all other debts, liabilities and charges which, if unpaid, might by law become a lien or charge upon the property of the Company or lead to the suspension of its business, and will exhibit to the Trustee upon request, receipts for, or other satisfactory evidence of, each such payment; provided, however, that nothing herein contained shall require the Company to comply with any such laws, rules, regulations, ordinances or other such requirements, or to pay any such taxes, assessments, rates, charges, claims, debts, liabilities or liens, so long as the Company shall in good faith contest the validity, and stay the execution and enforcement thereof, and shall, from time to time upon demand of the Trustee, furnish security satisfactory to the Trustee for so staying execution and enforcement and for compliance therewith, or payment thereof, if and when determined to be valid.

Section 9. The Company will at all times maintain preserve and keep all and each part of its plants and properties in thorough repair, working order and condition, at a standard of operating efficiency at least equal to that approved by good engineering practice in respect of similar properties, and supply its plants and properties, and keep the same supplied with all necessary equipment and will from time to time make all needful and proper repairs, renewals, replacements, additions, betterments, alterations and improvements thereto, at least sufficient to maintain such standard of operating efficiency, so that the business carried on in connection therewith, and every portion thereof, may at all times be properly and advantageously conducted, and it will not make or suffer or permit others to make, any strip or waste thereof.

The Company except only as interrupted by causes beyond its control or except upon compliance with the conditions of Article IX hereof, will also continuously conduct and carry on its usual business and use and operate its property in an efficient and proper manner, and will at all times continue, maintain, extend and renew its corporate existence and continue, maintain, extend and renew and comply with its franchises and similar rights as may be necessary or proper in order to comply with its franchises and similar rights as may be necessary or proper in order to comply with the provisions of this Indenture, and will not permit its capital to become or be impaired below its present

Trustee, and will pay to the Trustee reasonable compensation for its services and the services of all persons employed by it.