

leases or operating or other contracts with respect to all or any part or parts of the Mortgaged Property as to the Trustee may seem best suited for carrying on the operations of the Mortgaged Property as to the Trustee may seem best suited for carrying on the operations of the Mortgaged Property to the best advantage of the business and for the protection of the interests of the Trustee and Bondholders. In acting in any manner provided in this subsection C the Trustee shall incur no liability for any act or failure to act and no accountability except for money received and not paid out but held by it; hereunder

The Trustee may also receive and collect the rents, interest, dividends, royalties, earnings, incomes, issues and profits of said business and property; and after paying therefrom compensation and reimbursement to itself and its agents, servants and attorneys and all the proper advances, costs, charges, and expenses of the trust, including those of conducting and managing said business and of making repairs, renewals, replacements, alterations, additions, betterments, substitutions and improvements, and all payments which may be made for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property, the Trustee shall apply any balance then remaining as follows:

(1) in case the principal of the Bonds shall not have become due to the payment of overdue interest on the Bonds in the order of the maturity of the instalments of such interest, with interest thereon at the rate specified in each Bond;

(2) in case the principal of any of the Bonds shall have become due by call, by declaration or otherwise, first to the payment of overdue and accrued interest in the order of the maturity of the instalments, with interest on overdue instalments at the rate specified in each Bond, and next, if any balance remains, to the payment of the principal of the Bonds then so due, with interest on overdue instalments at the said rate;

(3) the surplus remaining shall be held by the Trustee as a special deposit, subject to the provisions of subsection E of section 1 of Article VII hereof unless and until it shall be applied by the Trustee pursuant to the provisions of this subsection C. In every instance such payments shall be made ratably to the persons entitled to receive the same, without discrimination or preference, subject, however, to the provisions of section 7 and 8 of Article II. Upon the payment in full of whatever may be due, for principal and interest and other purposes hereunder, any surplus in the hands of the Trustee (after making all such payments as herein required) shall be paid, and the Mortgaged Property shall be returned, to the Company or to whomsoever shall lawfully be entitled to receive the same; provided, however, that, unless the Company shall be entitled to a discharge of this Indenture as herein provided, the Mortgaged Property shall continue to be held subject to the provisions of this Indenture, all of which provisions shall continue in full force and effect until discharged as herein provided.

Subsection D. The Trustee may, after entry upon all or part of the Mortgaged Property as aforesaid, or without entry sell or cause to be sold to the highest bidder or bidders all and singular the Mortgaged Property then held by the Trustee, including all right, title, interest and demand thereon and therein. Such sale shall be made at public auction at such place in the city of Abilene, Kansas or elsewhere, on such day and terms as the Trustee may determine and as may be required by law and as shall be specified in the notice of such sale, which notice shall state the time when and the place where the sale is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published at least once in each calendar week for four (4) successive weeks, the first publication of such notice to be not less than thirty (30) days before the day of sale, in one or more daily newspapers printed in the English language, of general circulation in Topeka, Kansas and in a similar newspaper of general circulation in Abilene, Kansas. The Trustee may adjourn or cause to be adjourned any sale to be made hereunder as often as it may desire by announcement at the time and place appointed for such sale or any adjourned sale or sales, and without further notice or publication the Trustee may make or cause to be made such sale at the time and place to which the same shall have been so adjourned or readjusted.

Upon the completion of any sale hereunder, whether under the foregoing power or pursuant to judicial proceedings, or otherwise, the Trustee may, by proper and sufficient deeds or other instruments, convey, transfer, assign and deliver to the accepted purchaser the property sold, or may execute and deliver, in conjunction with the deed or deeds of the court officer conducting such sale, a proper release of such property. The Trustee is hereby appointed the true and lawful attorney irrevocable of the Company in its name and seal to make all necessary deeds, conveyances, assignments and transfers of the property thus sold, and to execute and deliver to such purchaser a full transfer of all policies of insurance whether standing in the name of the Company or in the name of the Trustee, on the property thus sold at the time of such sale, and the Trustee may substitute any one or more persons with like power, the Company hereby ratifying and confirming all that its said attorney or said substitute or substitutes may do by virtue hereof the Company hereby covenants, upon request of the Trustee or of the purchaser, to execute, acknowledge and deliver to the Trustee or to such purchaser all proper deeds, conveyances, releases or confirmations of such instruments, as may be designated in such request. As affecting the title to any property purchased at any sale of the Mortgaged Property, the statements set forth in any affidavit of the President or a vice president, and the treasurer, any assistant treasurer, the cashier, any assistant cashier, the secretary, any assistant secretary, or the trust officer, of the Trustee, and appended to the instrument of conveyance, transfer and/or assignment shall not be open to dispute by any party or parties, but shall conclusively be deemed to be true.

The Mortgaged Property may in the discretion of the Trustee be sold as a whole, or in separate parcels, at the same or different times, the decision of the Trustee being final and conclusive and without liability on its part; but nothing herein contained shall in any manner restrict or limit the right of the Trustee or of a receiver to disaffirm any lease or executory contract or to surrender any leasehold. Any purchaser of any parcel shall take good title, and the Trustee shall incur no liability (except to account for the proceeds) for continuing or making any future sale, even though sufficient sums have already been realized from the sale of other parcels to satisfy all lawful claims hereunder.

The purchase money or proceeds of any sale of the Mortgaged Property, whether under the power of sale hereby granted or pursuant to judicial proceedings, shall be paid to and received by the Trustee, and, together with any sums which then may be held by the Trustee under any of the provisions of this Indenture available for such purpose, shall be applied as provided in subsection B of this section 2.

In case of any sale of the Mortgaged Property, whether under the power of sale herein contained or pursuant to judicial proceedings, the principal of all Bonds secured hereby (if not previously due) shall forthwith become immediately due and payable, together with the interest accrued thereon. The Trustee or any Bondholder or Bondholders, or any representative or representatives thereof, or any other person, either alone or associated with any Bondholder or Bondholders or with the Trustee may bid for and purchase any property offered for sale or cause the same to be purchased in its, his or their behalf; and, upon compliance with the terms of the sale, any purchaser at any sale may hold, retain and dispose of such property without further accountability, and (subject to the provisions of sections 7 and 8 of Article II of this Indenture) may make payment for the property purchased in the Bonds and/or claims for interest in a sum equal to that which would be payable on such Bonds and/or claims for interest out of the net proceeds of such sale if made for money, this sum to be determined by the Trustee, in case of sale made without order of court, and otherwise by or under the direction of the court. Bonds and/or claims for interest so applied in payment by the purchaser shall be deemed to be paid only to the extent so applied.

The receipt of the Trustee or of the court officer conducting such sale, for the purpose