

predecessor Company as an entirety, or substantially as an entirety, expressly assume in writing, and execute and deliver to the Trustee a proper instrument in form satisfactory to the Trustee whereby the Company so assumes, the due and punctual payment of the principal and interest of all the Bonds, and of all sinking fund payments, if any, required of the Company under the Original Indenture, and the observance and performance of all the covenants and conditions of the Original Indenture, and does hereby preserve and does not impair the priority, lien, security and benefits of the Original Indenture according to the reasonable intent thereof; AND THE COMPANY DOES HEREBY confirm the mortgage, conveyance, assignment and transfer of the property set forth and described in the Original Indenture, and has assigned and transferred, mortgaged, sold, released, conveyed, warranted, assigned, transferred, set given, granted, bargained, mortgaged, sold, released, conveyed, warranted, assigned, transferred, set over and confirmed, and by these presents does give, grant, bargain, mortgage, sell, release, convey, warrant, assign, transfer, set over and confirm, unto the Trustee, and its successors in the trusts of the Original Indenture and hereof and its and their assigns, upon and for the uses and trusts thereby and hereby established and confirmed, all the real and personal property, franchises, rights, and privileges, described in the Original Indenture and thereby conveyed, assigned, transferred and mortgaged, or intended so to be (said descriptions in the Original Indenture being hereby made a part hereof to the same extent as if set forth herein at length), subject, however, to the exceptions and reservations in the Original Indenture described and referred to; and also, but without in any way restricting the generality of the foregoing, all such properties, franchises, rights and privileges, acquired by the predecessor Company and/or the Company since the execution and delivery of the Original Indenture, or to be acquired by the Company hereafter, as by the terms of the Original Indenture are subjected, or to be subjected, to the lien thereof, and also, but without in any way restricting the generality of the foregoing, all the real and personal property, franchises, rights and privileges, now owned or hereafter acquired by the Company, including particularly, and without restricting the generality of the foregoing, the real estate, with the buildings and structures erected and to be erected thereon and the privileges and appurtenances now and hereafter thereunto belonging, situated in the State of Kansas, and the franchises, rights and other property, all more particularly described in Schedule A hereto attached and hereby made a part hereof as fully as if set forth herein at length (all of the foregoing, with all other property and interests in property intended to be mortgaged, conveyed, assigned and transferred by the Original Indenture and hereby, or at any time mortgaged, conveyed, assigned, transferred or delivered, and all money and all cash and other proceeds of any of the foregoing at any time mortgaged, conveyed, assigned, transferred, paid and/or delivered, to and from time to time held by the Trustee upon the trusts of the Original Indenture and/or hereof, generally called, collectively, the Mortgaged Property).

Also any and all letters patent, patent rights, trademarks and all applications therefore and all renewals thereof, and all secret processes and all trade names including the name of the Company, together with the good will of the business in connection with which any of the same are or may be used, also all reversions and remainders and all rent, issues, profits, tolls and other income derived by the Company from any source whatsoever from property now owned by the Company or at any time hereafter acquired, together with all and singular and tenements, hereditaments and appurtenances belonging or in any wise appertaining to said properties herein described, and also all estates, rights, titles, interest, property, possessions, claims and demands whatsoever, either in law or in equity of the Company in and to the above-described property, and all other real and personal property now owned or hereafter acquired by the Company, subject, however, as to all property hereafter acquired, to existing or purchase money mortgages, encumbrances or liens permitted by the provisions of the Original Indenture BUT SPECIFICALLY RESERVING AND EXCEPTING from this Supplemental Indenture all supplies, merchandise held for sale, cash on hand or in bank, accounts, receivable, and books of account, other than such as shall hereafter be conveyed, pledged, assigned or transferred by the Company or by any one on its behalf or with its consent to the Trustee, which is hereby authorized to receive at any and all times any such property as and for additional security for the payment of the Bonds issued and to be issued under the Original Indenture and to hold and apply any and all such property subject to the terms of the Original Indenture and hereof; provided, however, and it is hereby covenanted, declared and agreed, that upon the happening of any event of default as defined in section 1 of Article V of the Original Indenture, then all the property at that time owned by the Company of the kinds hereinbefore specified as reserved and excepted from this Supplemental Indenture shall forthwith be included in the Mortgaged Property and title thereto and to each and every piece and part thereof shall thereupon pass hereunder.

The Company hereby declares that in so far as its property, leasehold interests, trade-marks, patents, interest in or rights under patents or other rights, licenses or franchises described in the granting clauses hereof, cannot be assigned or transferred or mortgaged without the consent of other parties whose consent cannot be secured, it holds and shall hold all of said property and rights now owned or hereafter acquired upon the trusts in the Original Indenture and herein set forth as if the same had been transferred, assigned and mortgaged to and vested in the Trustee to the fullest extent now or hereafter permitted by law or in equity and by the lessees or other instruments creating such property and rights.

AND TOGETHER WITH all the Company's right, title and interest in and to any and all moneys held by each and every mortgagee or trustee under each and every mortgage on after-acquired property permitted by the provisions of the Original Indenture, to the extent that such moneys shall not be otherwise applied pursuant to the requirements of such mortgage on property from or on account of which such moneys shall have been received.

SAVING AND EXCEPTING, HOWEVER, from this confirmation, mortgage, conveyance, assignment and transfer all such property as has been released by the Trustee, or otherwise disposed of, pursuant to the provisions of the Original Indenture.

TO HAVE AND TO HOLD the Mortgaged Property, and each and every part thereof, with all of the privileges and appurtenances now and hereafter thereunto belonging, unto the Trustee, its successors in the trusts of the Original Indenture and/or hereof, and its and their assigns, forever;

BUT IN TRUST NEVERTHELESS, under and subject to the provisions and conditions, and with all the powers and authority, herein and in the Original Indenture set forth, for the uses, trusts and purposes aforesaid, and for the equal pro rata benefit, security and protection (except in so far as a sinking fund or sinking funds, established in accordance with the provisions of the Original Indenture may afford particular security for Bonds of one or more series, and except as provided in section 1 of Article II of the Original Indenture) of the bearers and the registered owners of the Bonds from time to time certified, issued and outstanding under the Original Indenture, and the bearers of the coupons thereunto belonging, without any preference, priority or distinction whatever of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or otherwise, except as provided in sections 7 and 8 of Article II of the Original Indenture, and subject in all respects to the terms, conditions, provisions, covenants, reservations, rights, powers, privileges, immunities, duties and obligations, in favor of or resting upon the Trustee, as well as those in favor of or resting upon the Company, set forth in the Original Indenture, and/or in this Supplemental Indenture, with the same force and effect for all intents and purposes as if the said properties, franchises, rights, and privileges had all been in existence and owned by the predecessor Company at the time of the execution of, and had been specifically included in, the Original Indenture and specifically mortgaged, conveyed, assigned and transferred therein and thereby, and as if all of the Bonds had been issued, sold and delivered for value simultaneously with the execution and delivery of the Original Indenture.