

MORTGAGE RECORD No. 79

without coupons, or with one or more coupons, non-registrable, and with such appropriate omissions, insertions and variations as may be required. Pending the preparation of the definitive bonds, such temporary bonds shall be exchangeable for other temporary bonds of like aggregate face amount, and of different denominations, provided however, if temporary bonds of any series are issued in denominations provided herein, or in the resolution responsive to Section 5 of this Article, in respect of definitive bonds of such series, such temporary bonds shall be exchangeable only for bonds of the denominations so provided.

The definitive bonds shall be engraved, lithographed or printed as the President or a Vice President of the Company, prior to the issue thereof, shall determine.

The Company at its own expense shall promptly prepare and execute and, upon surrender of any such temporary bonds, or any of them, the Trustee shall authenticate and deliver in exchange therefor, definitive bonds of the same aggregate principal amount as the temporary bonds surrendered, and of the same series. The Trustee shall thereupon forthwith cancel the surrendered temporary bond or bonds, and deliver the same to the Treasurer of the Company, or upon his written order. Until so exchanged, the temporary bonds in all respects shall be entitled to the same benefit and security of this Mortgage as definitive bonds to be issued and authenticated hereunder, and interest, when and as payable, shall be paid upon presentation and surrender of coupons evidencing such interest, or upon presentation of such temporary bonds, if such interest be not evidenced by coupons, at the office or offices at which such interest is payable and such payment noted thereon.

ARTICLE II.

ISSUANCE OF BONDS OF SERIES A.

Section 1. There is hereby created a series of bonds designated Series A, 5% Ten Year First Mortgage and Collateral Trust Bonds dated March 15, 1936, due March 15, 1946, bearing interest at the rate of six per cent per annum, payable semi-annually, on the 15th days of September and of March of each year, the principal and interest being payable at the office of Stern Brothers & Co., Kansas City, Missouri, (of if Stern Brothers & Co. shall cease to exist or cease to be the Fiscal Agent of the Company, then the principal and interest shall be payable at the office of The First National Bank of Kansas City, Kansas City, Missouri).

The said bonds and coupons appertaining thereto shall be in substantially the tenor of the general forms of bond and coupon hereinbefore set forth, and the bonds of such Series A shall, in addition to the text of such form and the variations and additions hereinbefore specified, contain substantially the following paragraphs:

"The Principal of and interest on this bond is payable at the office of Stern Brothers & Co., Kansas City, Missouri, (of if Stern Brothers & Co. shall cease to exist or cease to be the Fiscal Agent of the Company, then the principal and interest shall be payable at the office of The First National Bank of Kansas City, Kansas City, Missouri)."

"Series A bonds may be redeemed on any interest payment date upon payment of the principal amount thereof and accrued and unpaid interest thereon to the date of redemption upon giving thirty days published notice in the manner and upon the conditions specified in the Mortgage."

In the form of coupon at the places designated in the general form of coupon hereinbefore set forth, there shall appear substantially the following:

"The office of Stern Brothers & Co., Kansas City, Missouri, (or if Stern Brothers & Co. shall cease to exist or cease to be the Fiscal Agent of the Company, then the interest shall be payable at the office of The First National Bank of Kansas City, Kansas City, Missouri)."

Section 2. Upon the execution of this Mortgage, the Company shall execute and deliver to the Trustee, and the Trustee shall forthwith without awaiting the filing or recordation hereof authenticate and deliver upon the order of the Company signed by its President or a Vice President, bonds of said Series A in the aggregate principal amount of \$422,000.00

ARTICLE III.

BONDS FOR REFUNDING PURPOSES

Section 1. Additional bonds of Series A or bonds of any series subsequent thereto, created pursuant to the terms of this Mortgage, may, from time to time be executed by the Company and authenticated and delivered by the trustee, under the provisions of this Article, for the purpose of acquiring, paying, redeeming or refunding an equal principal amount of any bonds of any prior series issued and authenticated under the provisions of this Mortgage and at the time outstanding.

Section 2. No bonds shall be authenticated and delivered under the provisions of this Article except on receipt by the Trustee of

(a) A certified copy of the resolution responsive to the provisions of Section 5 of Article I of this Mortgage, in the event that the bonds authentication whereof is applied for be the initial bonds of any series;

(b) A copy of a resolution by the Board of Directors of the Company, and certified by its Secretary under its corporate seal, to have been duly adopted and to be in full force and effect, describing and authorizing the execution and authentication of such additional bonds and identifying the bonds theretofore paid or redeemed or simultaneously with the authentication of such additional bonds to be paid or called for redemption or redeemed, or authorizing the payment or redemption of such bonds, together with a copy, certified as aforesaid, of a resolution passed by a majority vote of the stockholders of the Company entitled to vote thereon authorizing the issue of such bonds under the provisions hereof or in the alternative an opinion of counsel, to the effect that no such resolution of the stockholders is necessary for the issue of such bonds or to entitle the same to the security and lien hereof;

(c) A certified copy of an order issued by such commission or other body or official as at the time shall, under any pertinent law, exercise the power and authority of authorizing or supervising the authentication or issuance of bonds hereunder or the subjection of the properties of the Company to liens, or, in the alternative, an opinion of counsel, to the effect that no such order is required in respect of such bonds or in respect of the lien hereof for the security of such bonds, to render such bonds the valid obligations of the Company and the lien hereof effective for the security of the same;

(d) A certificate signed and sworn to by the President and by the Treasurer of the Company (1) stating that none of the bonds tendered to the Trustee were acquired, redeemed or paid by or through the operation of any insurance or partial release provision hereof, or with the proceeds of the sale or insurance upon any property subject to the lien hereof, or through the operation of any fund established hereby or pursuant to the provisions hereof; (2) stating that no bonds have been theretofore authenticated or cash withdrawn, or credit taken under any of the terms of this Mortgage on any part of the property of the Company, on account of the acquisition, redemption or payment of such bonds; (3) setting forth in reasonable detail each lien accrued or created or imposed upon any property of the Company subsequent to the imposition of the lien hereof and then remaining undischarged; and (4) stating that no default exists in respect of any of the covenants, agreements or provisions of this Mortgage;

(e) A receipt or other evidence satisfactory to the Trustee establishing the payment of any recording or other tax required by law to be paid in connection with the issuance of such bonds or for the effectiveness of the lien of this Mortgage for the security thereof, or, in the alternative, an opinion of counsel, that payment of no such tax is requisite in this connection or for the purpose aforesaid;

(f) Bonds theretofore issued and outstanding hereunder, canceled or uncanceled, with all unmatured coupons attached or unattached and canceled, in principal amount equal to the principal amount of bonds authentication whereof is desired; provided, however, that in lieu of bonds called for redemption or redeemed, it shall be sufficient if funds in an amount sufficient to pay or redeem the same have been deposited with the Trustee, if in the opinion of counsel such bonds have been effectively redeemed, or called for redemption.

All bonds issued hereunder, received by the Trustee uncanceled, shall be canceled, and the same being canceled shall be delivered to the Treasurer of the Company or upon his written order.