

DOUGLAS COUNTY

tion substantially in the form hereinbefore recited, executed by the corporate Trustee, shall be secured by this Indenture, or be entitled to any lien, right or benefit hereunder. No Bond and no coupon thereunto appertaining shall be or become valid or obligatory for any purpose until such certificate shall have been duly executed on such Bond, and such authentication by the corporate Trustee upon any Bond shall be conclusive evidence and the only evidence that the Bond so authenticated has been duly authenticated and delivered hereunder. Before authenticating and delivering any Bond, the corporate Trustee shall, except as otherwise provided in Section 14 hereof and except with respect to any coupon maturing on or after July 1, 1936 attached to the initial issue of Bonds of Series A provided for in Section 16 hereof, detach and cancel any coupons thereon then matured and the same shall be thereafter cremated by the corporate Trustee.

SECTION 11. Pending the preparation of definitive Bonds of any series, the Company may execute and upon its written request, the corporate Trustee shall authenticate and deliver in lieu of such definitive Bonds and subject to the same provisions, limitations and conditions, one or more temporary printed, lithographed or typewritten Bonds, of any denomination specified in the written order of the Company for the authentication and delivery thereof, substantially of the tenor of the Bonds to be issued as hereinbefore recited, with or without coupons, or with one or more coupons, and with such omissions, insertions and variations as the Board of Directors of the Company may determine. The Company shall, when required so to do by any Bond-holder, without unreasonable delay, at its own expense, prepare, execute and deliver to the corporate Trustee, and thereupon, upon the presentation and surrender of temporary Bonds, the corporate Trustee shall authenticate and deliver, in exchange therefor, definitive Bonds of the same series for the same principal amount in the aggregate as the temporary Bonds surrendered. Until definitive Bonds of any series are so delivered to the corporate Trustee, the temporary Bonds shall, upon the surrender thereof to the corporate Trustee, be exchangeable for other temporary Bonds of the same series of different authorized denominations of the same principal amount in the aggregate, if and to the extent authorized by a written order of the Company, and/or if and to the extent permitted by the terms of such Bonds. All temporary Bonds so surrendered, whether in exchange for definitive Bonds or for other temporary Bonds, shall be forthwith cancelled by the corporate Trustee, and thereafter cremated. Until exchanged for definitive Bonds, each of the temporary Bonds shall in all respects be entitled to the lien and security of this Indenture, and interest thereon, when and as payable, shall be paid to the bearer of such Bond upon presentation thereof and notation of such payment thereon, unless such temporary Bond shall bear a coupon for such interest.

SECTION 12. The Company shall keep or cause to be kept at its principal office in the State of Kansas, or at the principal office of the corporate Trustee, books for the registration and transfer of Bonds issued hereunder, which shall at all times be open to inspection by the corporate Trustee; and, upon presentation for such purpose, the Company shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred therein, any of the Bonds issued hereunder and entitled to be so registered or transferred.

All Bonds shall be negotiable and pass by delivery, unless registered as to principal in the manner hereinbefore provided. The bearer of any Bond may have the ownership of the principal thereof registered on said books, and such registration shall be noted on the Bond by the Registrar. After such registration no transfer of such Bond shall be valid unless made on said books by the Registrar, and any transfer noted on the Bond; but the same may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored, and such Bond may again from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, and every such coupon shall continue to be transferable by delivery merely, and shall remain payable to bearer, and payment thereof to bearer shall fully discharge the Company in respect of the interest therein mentioned, whether the Bond be registered or not.

Similar books may also be kept at such other place or places as the Board of Directors of the Company may determine for the registration and transfer of the Bonds of any particular series, open in like manner for inspection by the corporate Trustee, in which the Bonds of such series may be registered and transferred upon the terms and in the manner in this Section 12 provided; and such other place or places may (but need not) be appropriately recited in the Bonds of such series.

In lieu of inspecting any books for the registration and transfer of Bonds which shall not at the time be kept at the office of the corporate Trustee, the corporate Trustee shall be entitled to accept and conclusively rely upon a certificate of the agent or officer stated in such certificate to be in charge of such books, as to the facts and matters therein appearing, including the names and addresses of the registered owners of Bonds registered therein and the amounts, numbers and series of such Bonds.

The Company and the Trustees may deem and treat the bearer of any Bond which shall not at the time be registered as to principal and the bearer of any coupon for interest on any Bond whether such Bond shall be registered as to principal or not, and whether or not such Bond or coupon shall be overdue, as the absolute owner of such Bond or coupon for the purpose of receiving payment thereof, and for all other purposes whatsoever, and the Company and the Trustees shall not be affected by any notice to the contrary.

SECTION 13. For an exchange of Bonds for Bonds of another denomination, or for the registration as to principal of any Bond from such registration as to principal, or for the transfer of any Bond at the time registered as to principal, the Company at its option may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge incident thereto, and in addition thereto, of a further sum not exceeding \$2 for each new Bond, if any, issued upon such exchange or transfer.

SECTION 14. In case any Bond, with the coupons belonging thereto, shall be mutilated, lost, stolen or destroyed, then, upon the production of such mutilated Bond, or upon the receipt of evidence satisfactory to the Company and the corporate Trustee of the loss, theft or destruction of such Bond, and upon receipt also of indemnity satisfactory to each of them, the Company in its discretion may execute, and thereupon the corporate Trustee shall authenticate and deliver, a new Bond and coupons in exchange for, and upon cancellation of, the mutilated Bond and its coupons, or in lieu of the Bond and its coupons so lost, stolen or destroyed. The Company and the corporate Trustee, in their discretion, may place upon any such new Bond a distinguishing mark or a legend to comply with the rules of any stock exchange or to conform to any usage with respect thereto, but such mark or legend shall in no wise affect the validity of such new Bond. The Company may at its option require the payment of a sum sufficient to reimburse it and the corporate Trustee for expenses incurred by them and any stamp tax or other governmental charge connected with the issuance of any such new Bond, and also of a further sum not exceeding \$2 for each such new Bond.

SECTION 15. There shall be an initial series of Bonds known as and entitled "First Mortgage Bonds, Series A, 5%, due 1961" (hereinafter referred to in this Section 15 as "Series A Bonds"), and the particular form thereof and of the coupons appertaining thereto (to be prescribed or approved by a resolution of the Board delivered to the corporate Trustee) shall contain suitable provisions with respect to the matters hereinbefore in this Section 15 specified. The principal amount of the Series A Bonds shall not be limited, except as in Section 3 hereof provided. The definitive Series A Bonds shall be coupon Bonds of the denominations of \$1,000 and/or \$500, and of such respective amounts of each of said denominations as may be executed by the Company and delivered to the corporate Trustee for authentication and delivery, and any temporary Bond or Bonds of said series shall be of the denomination of \$1,000 or any multiple of \$1,000. The Series A Bonds shall be dated January 1, 1936, shall mature January 1, 1961, and shall bear interest at the rate of 5% per annum from January 1, 1936, until payment of said principal sum, payable semi-annually on January 1 and July 1 in each year. Both the principal of and the interest on the Series A Bonds shall be payable at the office or agency of the Company in the Borough