

MORTGAGE RECORD 85

(1) if the Company shall own or acquire any property maintained or operated under any license or franchise or law which reserves or vests in any public authority the right to purchase such property, such rights and burdens shall not for the purposes of this Indenture be deemed to be "liens, charges or encumbrances" prior to the lien of this Indenture.

SECTION 1.02 Upon any application for the authentication and delivery of Bonds hereunder or for the payment of any moneys held by the Trustee under any provision hereof or for the execution of any release or upon any other application to the Trustee hereunder, the resolutions, certificates, statements, opinions, evidence, reports, orders and/or other papers required by any of the provisions of this Indenture to be delivered to the Trustee as a condition of the granting of such application may be received by the Trustee as conclusive evidence of any statement therein contained and shall be full warrant, authority and protection to the Trustee acting on the faith thereof, not only in respect of the statements of fact therein made, but also in respect of the opinions therein set forth. Before granting any such application, the Trustee shall not be under any duty to make any further investigation into the matters evidenced by any such resolution, certificate, statement, opinion, evidence, report, order or other paper, but if requested in writing as to do by the holders of at least 25% in amount of the Bonds then outstanding and if furnished with security and indemnity satisfactory to it against the costs and expenses of such investigation, the Trustee shall make such further investigation as to it may seem proper; but it may in its discretion make any such independent inquiry or investigation as it may see fit. If the Trustee shall determine, or shall be requested as aforesaid, to make such further inquiry, it shall be entitled to examine the books, records and premises of the Company, either itself or by agent or attorney, and unless satisfied with or without such examination of the truth and accuracy of the matters stated in such resolutions, certificates, statements, opinions, evidence, reports, orders and/or other papers, it shall be under no obligation to grant the application. If, after such examination or other inquiry, the Trustee shall determine to grant the application, it shall not be liable for any action taken in good faith. The reasonable expenses of every such examination shall be paid by the Company, or, if paid by the Trustee shall be repaid by the Company, upon demand, with interest at the rate of 6% per annum, and until such repayment shall be secured by a lien on the mortgaged property and the proceeds thereof prior to the lien of the Bonds and coupons.

ARTICLE TWO.

THE BONDS.

SECTION 2.01 The aggregate principal amount of Bonds which may be executed by the Company and authenticated and delivered by the Trustee and be secured by this Indenture shall be limited to Three Hundred and Fifty Thousand Dollars (\$350,000) principal amount, except Bonds authenticated and delivered pursuant to Section 2.07 hereof.

The Bonds and the coupons to be attached shall be substantially in the forms hereinbefore recited with such omissions, variations and insertions as may be authorized by the Board of Directors consistently with the provisions of this Indenture.

The Bonds shall be known as and entitled "First Mortgage 4% Serial Bonds". The definitive Bonds shall be coupon Bonds of the denomination of \$1,000. The Bonds shall be dated as of July 1, 1938, shall bear interest at the rate of 4% per annum from July 1, 1938 until paid, payable semi-annually on January 1 and July 1 in each year and shall mature serially as follows:

| Bond Numbers | Principal Amount | Date of Maturity |
|----------------------|------------------|------------------|
| 1 - 15, inclusive | \$15,000 | July 1, 1941 |
| 16 - 30, inclusive | \$15,000 | July 1, 1942 |
| 31 - 45, inclusive | \$15,000 | July 1, 1943 |
| 46 - 60, inclusive | \$15,000 | July 1, 1944 |
| 61 - 75, inclusive | \$15,000 | July 1, 1945 |
| 76 - 90, inclusive | \$15,000 | July 1, 1946 |
| 91 - 105, inclusive | \$15,000 | July 1, 1947 |
| 106 - 120, inclusive | \$15,000 | July 1, 1948 |
| 121 - 135, inclusive | \$15,000 | July 1, 1949 |
| 136 - 150, inclusive | \$15,000 | July 1, 1950 |
| 151 - 170, inclusive | \$20,000 | July 1, 1951 |
| 171 - 190, inclusive | \$20,000 | July 1, 1952 |
| 191 - 210, inclusive | \$20,000 | July 1, 1953 |
| 211 - 230, inclusive | \$20,000 | July 1, 1954 |
| 231 - 250, inclusive | \$20,000 | July 1, 1955 |
| 251 - 270, inclusive | \$20,000 | July 1, 1956 |
| 271 - 290, inclusive | \$20,000 | July 1, 1957 |
| 291 - 310, inclusive | \$20,000 | July 1, 1958 |
| 311 - 330, inclusive | \$20,000 | July 1, 1959 |
| 331 - 350, inclusive | \$20,000 | July 1, 1960 |

Both the principal of and interest on the Bonds shall be payable at the office of The Fourth National Bank in Wichita, Kansas in lawful money of the United States of America.

The Company may at its election, evidenced by a resolution of the Board delivered to the Trustee, redeem at any time and from time to time all or any part of the Bonds as provided in Article Four hereof.

SECTION 2.02. The Bonds issuable hereunder shall be executed on behalf of the Company by its President or a Vice-President, under its corporate seal thereunto affixed, and attested by its Secretary or an Assistant Secretary, or by such other lawful form of execution as may be prescribed by resolution of the Board of Directors of the Company. In case any officer of the Company who shall have signed any Bond or attested the seal thereon shall cease to be such officer of the Company before the Bond so signed or sealed shall have been actually authenticated and delivered by the Trustee, such Bond, nevertheless, may be authenticated and delivered and issued as though the person who had signed or sealed such Bond had not ceased to be such officer of the Company; and also any Bond may be signed on behalf of the Company and the seal thereon may be attested by such person as at the actual date of the execution of such Bond shall be the proper officer of the Company, although at the date of such Bond such person shall not have been such officer of the Company. The coupons to be attached to the Bonds shall be authenticated by the facsimile signature of the present or any future Treasurer of the Company, and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may not have been such Treasurer at the date of such Bond or that he may have ceased to be such Treasurer at the time when such Bond shall be actually authenticated and delivered.

SECTION 2.03 The Bonds when executed shall be delivered to the Trustee for authentication by it; and the Trustee shall authenticate and deliver said Bonds as in this Indenture provided and not otherwise. Only such Bonds as shall bear thereon endorsed a certificate of authentication substantially in the form hereinbefore recited, executed by the 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 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 Trustee shall detach and cancel any coupons thereon then matured and deliver same to the Company.