

MORTGAGE RECORD 85

to mail such notice to such registered owners nor any imperfection or defect therein shall affect the validity of the proceedings for redemption.

In case the Company shall have elected to redeem less than all the outstanding Bonds, it shall, in each such instance, at least 10 days before the date upon which notice of redemption is required to be given, or within such shorter period as may be satisfactory to the Trustee, notify the Trustee in writing of such election and of the aggregate principal amount of Bonds to be redeemed. Thereupon the Trustee shall draw the Bonds to be redeemed by lot, in any manner by it deemed fair and proper, provided that in every case of partial redemption the Bonds with the latest maturities shall be called first from the Bonds outstanding hereunder, and not previously cancelled or called for redemption, and shall promptly thereafter notify the Company in writing of the numbers of the Bonds so drawn.

Notice having been published as aforesaid, the Bonds so to be redeemed shall on the date designated in such notice become due and payable at the redemption price hereinabove specified; and from and after the date of redemption so designated (unless the Company shall make default in the provision for the payment of such Bonds) interest on the Bonds so designated for redemption shall cease to accrue, and upon surrender at the office of the Trustee, in accordance with said notice, of any Bond specified therein, together with all coupons thereto appertaining unmatured at the date of redemption, such Bond shall be paid at the redemption price aforesaid. If not so paid upon surrender thereof, said Bond shall continue to bear interest, at the rate therein specified until paid. The interest accrued to the date of redemption and the interest which shall have matured prior to that date shall continue to be payable (but without interest thereon, unless the Company shall make default in the provision for the payment thereof upon demand) to the respective bearers of the coupons therefor, upon presentation and surrender thereof.

The Company shall deposit with the Trustee at least 10 days prior to the date designated for redemption an amount of money sufficient to redeem all the Bonds which the Company has elected to redeem on such date.

SECTION 4.03. On the deposit with the Trustee of the amount necessary to redeem all of the Bonds outstanding under this Indenture (if they shall all have been duly called for redemption), together with an amount sufficient to pay all accrued and unpaid interest on the Bonds up to the redemption date or dates thereof, and delivery to the Trustee of:

- (1) proof satisfactory to the Trustee that notice of redemption thereof on a specified redemption date or dates has been published as aforesaid, or
- (2) proof satisfactory to the Trustee that arrangements have been made insuring to its satisfaction that such notice will be so published, or
- (3) a written instrument executed by the Company under its corporate seal and expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the Company, and on payment to the Trustee of all costs, charges and expenses in relation thereto and all other sums payable hereunder by the Company, the Trustee, upon the request and at the expense of the Company shall cancel and discharge this Indenture and execute and deliver to the Company such deeds and instruments of satisfaction as may be necessary to that end. The Trustee shall apply the moneys so deposited with it to the payment at the redemption price aforesaid of the Bonds so called for redemption and of the interest on such Bonds to the date or dates of redemption, but shall in no event be liable beyond the amount so deposited with it.

SECTION 4.04. If and so soon as the Company shall have called any Bond for redemption pursuant to the provisions of Section 4.01 hereof, and shall have deposited with the Trustee an amount of money sufficient to redeem such Bond, then and in every such case the money deposited with or held by the Trustee for the redemption of such Bond shall, without further act, be deemed forthwith to be reserved for the benefit of the holder of such Bond, and such reservation of such sum shall constitute full payment of the principal of such Bond as between the Company and the holder thereof. The sum so reserved in the hands of the Trustee shall constitute a trust fund for the holder of said Bond, but no interest shall accrue thereon in his favor. After such deposit, such Bond and any interest accrued thereon up to date fixed for redemption shall be excluded from participation in the lien and security afforded by this Indenture, and as between the Company and the holder thereof shall be deemed to have been paid and the holder thereof shall look for the payment of the principal of such Bond only to the fund so reserved in the hands of the Trustee, and in no event to the Company or the trust estate.

SECTION 4.05. All Bonds redeemed pursuant to the provisions of Article Four hereof and the appurtenant coupons shall be cancelled by the Trustee, and shall thereafter be delivered by it to the Company.

ARTICLE FIVE. PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants and agrees as follows:

SECTION 5.01. The Company will duly and punctually pay the principal of and interest on every Bond issued under this Indenture, on the date and at the place and in the manner specified in the Bonds or in the coupons thereto belonging, according to the true intent and meaning thereof, and will also pay interest at the rate specified in the Bonds on all overdue principal and/or installments of interest in respect of each Bond hereby secured. The interest accrued up to the date of maturity on Bonds shall be payable only upon presentation and surrender of the several coupons as they respectively mature. When paid, such coupons shall forthwith be cancelled by the Trustee, and shall thereafter be delivered by it upon the written order of any officer of the Company.

SECTION 5.02. The Company will not directly or indirectly extend, or assent to the extension of time for payment of, any coupon or claim for interest upon any Bond issued hereunder, and it will not, directly or indirectly, take part in any arrangement therefor by purchasing or refunding said coupons or claims or in any other manner. Neither any such coupon or claim so extended, nor any coupon or claim for interest belonging to any Bond which in any way at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it belongs, shall be entitled, in case of default hereunder, to the benefit or security of this Indenture, until the prior payment in full of the principal of all Bonds issued hereunder and outstanding and of all such coupons and claims not so transferred or pledged or extended, the intention hereof being to prevent any accumulation of coupons after the maturity thereof, provided, however, that the Trustee shall not be liable or responsible for paying any such coupon or claim if it does so without knowledge of a violation of the provisions of this Section on the part of the Company.

SECTION 5.03. At all times, until the payment of all the Bonds both principal and interest, the Company will maintain an office or agency at the office of The Fourth National Bank in Wichita, Kansas, where the Bonds and coupons may be presented for payment, and notices and demands in respect of the Bonds and coupons of this Indenture may be served upon the Company.

SECTION 5.04. That, except as to that part of the mortgaged property which may hereafter be acquired by it, the Company has valid legal title to, and is possessed of, the premises, property and rights herein conveyed, or intended so to be, and has full power and lawful authority to grant, bargain and sell, and to convey, mortgage and pledge the same, as provided in and by this Indenture; and that the same are free and clear of all liens and encumbrances, except taxes or assessments not delinquent; and that it forever will warrant and defend the title to the same to the Trustee against the claims of all persons whomsoever, except as hereinbefore specifically otherwise stated. Such after-acquired property may, however, be subject to prior liens thereon, provided that the principal amount of the indebtedness secured thereby shall not exceed 60% of the cost or value, whichever is less, of such property being acquired.