

MORTGAGE RECORD 85

all acts necessary or convenient and proper for such purpose. The Trustees may receive the opinion of any counsel selected and approved by them as to the necessity or propriety of appointing any such co-trustee or substitute trustee as to the form and effect of any such instrument to be executed or any act to be taken to effect such appointment and as to any other matter arising under this Section, and such opinion shall be full protection to the Trustees for any action taken or omitted to be taken by them pursuant thereto.

Any request in writing by the New York Trustee to the Missouri Trustee hereunder shall be sufficient warrant to the Missouri Trustee to take such action as may be so requested.

The Missouri Trustee, at any time by an instrument in writing may constitute the New York Trustee and its successors in the trust - - - - - hereunder as agent and attorney-in fact with full authority and power to do all acts and things and to exercise all discretions hereunder for and in behalf of and in the name of the Missouri Trustee executing such instrument.

Section 143. All the lien, right, title and interest by this Indenture mortgaged, granted, conveyed, assigned or transferred to the Trustees are, to the extent permitted by law, mortgaged, granted, conveyed, assigned or transferred to them as joint tenants and not as tenants in common.

Section 144. Any and all money, obligations or other securities constituting part of the Trust Estate at any time coming into the hands of any Trustee other than the New York Trustee shall be at once paid over, delivered, pledged and deposited to and with the New York Trustee, it being the intention hereof that the custody of all money and securities held under this Indenture and all rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the New York Trustee under this Indenture, shall not vest in the Missouri Trustee, but shall remain vested solely in the New York Trustee and the successor and successors to the New York Trustee in the Trust hereunder.

Section 145. Any notice to or demand upon the Trustees may be served or presented, and such demand may be made, at the principal office of the New York Trustee. Any notice to or demand upon the Company shall be deemed to have been sufficiently given or served by the Trustees or either of them on the Company, for all purposes, by being deposited, postage prepaid, in a post office or postal letter box addressed as follows:

THE GAS SERVICE COMPANY

Kansas City, Missouri,

or addressed to the Company at such other address as may be filed in writing by the Company with the New York Trustee.

ARTICLE FIFTEEN

DEFEASANCE

Section 147. If the Company shall pay and discharge the entire indebtedness on all Bonds outstanding hereunder in any one or more of the following ways, to wit:

A. By well and truly paying or causing to be paid the principal of (including redemption premium, if any) and interest on Bonds outstanding hereunder, as and when the same become due and payable;

B. By depositing with the New York Trustee, in trust, at or before maturity, cash sufficient to pay or redeem (as defined in Paragraph 1 of Section 1) Bonds outstanding hereunder; and/or

C. By delivering to the New York Trustee, for cancellation by it, Bonds outstanding hereunder, together with all unpaid coupons thereto belonging; and if the Company shall also pay or cause to be paid all other sums payable hereunder by the Company (except in respect of the refund or reimbursement of taxes, assessments or other governmental charges, for which the holders of Bonds shall look only to the Company), then and in that case this Indenture and the lien, rights and interests hereby granted shall cease, determine, and become null and void, and thereupon the Trustees shall, upon demand of the Company, forthwith cause satisfaction and discharge of this Indenture to be entered upon the record at the cost and charge of the Company, and shall execute and deliver such instruments of satisfaction as may be necessary, and forthwith the estate, right, title and interest of the Trustees, or either of them, in and to any securities, cash (except cash deposited under this Section) and other personal property held by them or either of them under this Indenture shall thereupon cease, determine, and become null and void, and the Trustees shall in such case transfer, deliver and pay the same to or upon the Written Order of the Company.

The Company may at any time surrender to the New York Trustee, for cancellation by it, any Bonds previously authenticated and delivered hereunder, together with all unpaid coupons thereto belonging, which the Company may have acquired in any manner whatsoever, and such Bonds and coupons, upon such surrender and cancellation, shall be deemed to be paid and retired. The New York Trustee shall be under no duty whatsoever to inquire into the ownership of any Bonds or coupons delivered to it by the Company as aforesaid.

ARTICLE SIXTEEN

SUPPLEMENTAL INDENTURES

Section 148. The Company, when authorized by a Resolution of the Board, and the Trustees, from time to time and at any time, subject to the restrictions in this Indenture contained, may, and when so required by this Indenture shall, enter into such indentures supplemental hereto as may or shall by them be deemed necessary or desirable, for one or more of the following purposes:

A. To correct the description of any property hereby conveyed or pledged or intended so to be or to assign, convey, mortgage, pledge, transfer and set over unto the Trustees, additional property of the Company;

B. To add to the conditions, limitations and restrictions on the authorized amount, terms, provisions, purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as herein set forth, other conditions, limitations and restrictions thereafter to be observed;

C. To add to the covenants and agreements of the Company in this Indenture contained other covenants and agreements thereafter to be observed by the Company, and/or to surrender any right or power herein reserved to or conferred upon the Company;

D. To provide for the creation of any series of Bonds (other than the Bonds of Series A,) designating the series to be created and specifying the form and provisions of the Bonds of such series as hereinbefore provided or permitted;

E. To provide a sinking, amortization, improvement or other analogous fund for the benefit of all or any of the Bonds of any one or more series, of such character and of such amount and upon such terms and conditions as shall be contained in such supplemental Indenture;

F. To provide the terms and conditions of the exchange of Bonds of one series for Bonds of another or other series, or as to the exchange of Bonds of one denomination or kind for Bonds of another denomination or kind, of the same series;

G. To provide that the principal of the Bonds of any series may be converted at the option of the holders into capital stock, bonds and/or other securities, and the terms and conditions of such conversion;