

DOUGLAS COUNTY

obligation or requirement of the said Bonds or by this Indenture imposed upon the Company or its successors, the said Trustee or its successors, shall permit and suffer the Company, its successors or assigns, to possess, control, manage, operate and enjoy said trust estate, and to receive, take and use the tolls, incomes, revenues, rents, issues and profits thereof, in the same manner and with the same effect as if this mortgage had not been made.

ARTICLE VII.
REMEDIES UPON DEFAULT.

Section 1. No claim for interest upon any of the Bonds secured hereby, which in any way at or after maturity, shall have been transferred and pledged, separate or apart from the Bond to which it relates, or which shall in any manner have been kept alive after maturity by extension of the time of payment, whether or not such extension be by or with the consent of the Company, shall be entitled, in case of a default hereunder, to any benefit of or from this Indenture, except after prior payment in full of the principal of the Bonds issued hereunder, and of all interest obligations not so transferred, pledged, kept alive or extended.

Section 2. If any one or more of the following events, herein called "events of default", shall happen, that is to say --

(a) Default shall be made in the payment of any installment of interest on any of the Bonds secured hereby when and as the same shall become due and payable as therein and herein expressed, and such default shall continue for the period of six (6) months;

(b) Default shall be made in the payment of the principal of any of the Bonds hereby secured, or any part thereof, when and as the same shall become due and payable, either at maturity, or by declaration, as herein provided;

(c) Default shall be made in the observance or performance of any other of the covenants, conditions or agreements on the part of the Company contained in said Bonds or in this Indenture, and such default shall continue for the period of six (6) months after written notice to the Company from the Trustee specifying such default and requiring the same to be remedied;

(d) A receiver shall be appointed of the Company or of all or any portion of the trust estate, or for the enforcement of any obligation of the Company other than those secured hereby, unless such receivership be terminated within sixty (60) days after the appointment of such receiver;

(e) The Company shall be adjudicated a bankrupt, or become insolvent, or shall file a petition for voluntary bankruptcy, or if any court of bankruptcy lawfully shall take jurisdiction of the Company as a debtor in any corporate reorganization proceeding, whether with or without appointing a Trustee or Trustees of its property in such proceeding or if the Company shall make a general assignment for the benefit of creditors;

(f) The Company shall lose its charter by forfeiture or otherwise;

(g) Final judgment for the payment of money shall be rendered against the Company, and the Company shall not discharge the same or cause the same to be discharged within ninety (90) days from the entry thereof, or shall not stay the execution thereof, or appeal therefrom;

then, and in each such case, the Trustee, by its, his or their agents or attorneys may forthwith enter into and upon and take possession of all or any part of the trust estate and wholly exclude the Company, its agents and employees therefrom. The Company covenants that it will, upon demand of the Trustee, forthwith surrender the actual possession of all the mortgaged property, or such parts thereof as the Trustee may designate, to it. The Trustee shall thereafter operate and manage the same, with the power to make, at the expense of the trust estate, such repairs, replacements, alterations, additions or improvements thereto as the Trustee may consider advisable; to collect and receive the income therefrom; to pay all proper charges, taxes, assessments and operating expenses, including proper compensation to, and disbursements by, the Trustee, and to apply the moneys remaining as follows:

First. In case the principal of the Bonds hereby secured shall not have become due, to the payment of the interest in default in the order of the maturity of the installments of such interest, with interest thereon, such payments to be made ratably to the persons entitled thereto without any discrimination or preference, except as otherwise provided in Section 1 of this Article VII.

Second. In case the principal of the Bonds hereby secured shall have become due, by declaration or otherwise, first, to the payment of the accrued interest (with interest on the overdue installments thereof) in the order of the maturity of the installments, and second, if any surplus remains, the payment of the principal of all Bonds hereby secured, such payments of principal or interest in every instance to be made ratably to the persons entitled thereto without any discrimination or preference, except as otherwise provided in Section 1 of this Article VII.

Upon the payment in full of whatever may be due for principal or interest, and may be payable for other purposes, and after making provision satisfactory to the Trustee for the semi-annual interest upon Bonds secured hereby then next maturing, the trust estate shall be returned to the Company, subject, however, to these presents and to the right of the Trustee again to enter in, into and upon, and take possession thereof in case of any other or future default, and with the like effect as in this Article provided.

Section 3. Notwithstanding anything in this Mortgage contained the provisions of this Article VII hereof with respect to remedy upon default, and all other applicable provisions of this Mortgage are subject to the terms of XI of the Articles of Incorporation of the Company and the identical provisions of Section 12, Subdivision C of Chapter 152 of the Session Laws of the State of Kansas 1939, with respect to compromises or arrangements and corporate reorganizations as a consequence thereof when agreed to by parties in interest and sanctioned by a court having jurisdiction as specified in said statutory provisions and said provisions of the Articles of Incorporation of the Company.

Section 4. In case the Company shall make default within the terms and meaning of Section 2 of this Article, and upon the continuance of such default as therein provided, the Trustee may, and upon the written request of the registered owner or owners of one-half of the principal amount of the outstanding Bonds after being first indemnified by such owners of Bonds to the satisfaction of the Trustee against loss or liability in the premises, shall by notice in writing properly addressed to the Company at Kansas City, Kansas, bearing prepaid postage and deposited in the United States Mails declare the principal of all outstanding Bonds hereunder due and payable forthwith and the Bonds forthwith become due and payable accordingly.

If, however, by virtue of any duly consummated compromise, arrangement, or reorganization such as is mentioned in the last preceding Section or by virtue of any duly consummated agreement between the registered owners of the then outstanding Bonds and the Company, any such aforesaid default shall be waived together with the consequences thereof, or made ineffectual in any manner then the right and power of the Trustee to declare the outstanding Bonds due and payable and all other rights and remedies incident to the collection of the Bonds and the enforcement of the lien hereof shall remain in force and may be exercised as the occasion may arise, without prejudice thereto on account of any prior uncompleted or ineffectual exercise thereof.

Section 5. In case the Company or its successors shall make default within the terms and meaning of Section 2 of this Article and such default shall continue as therein provided, the Trustee may of its own motion, and upon the request in writing of the registered owner or owners of one half in principal amount of the Bonds then outstanding shall, after first being indemnified by such requesting registered owners of Bonds to the satisfaction of the Trustee against loss or liability in the premises, proceed to protect and enforce the rights of the trustee as Mortgagee and the rights of the registered owners of Bonds issued under this Indenture by a suit or suits in equity or at law, either for the specific performance of any one or more of the covenants or agreements contained herein, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy which the Trustee shall deem most effectual in aid of its rights or in performance of its duties hereunder.

Section 6. Upon the commencement of any judicial proceedings by the Trustee as aforesaid to enforce any rights hereunder, the Trustee shall be entitled to exercise any and all rights and powers herein conferred upon it and in case of the appointment of a receiver of the premises hereby mortgaged and of the rents, revenue, earnings and income thereof the Trustee shall be entitled to the application by any such receiver of the net income for the benefit of the registered owners of Bonds issued hereunder in accordance with the Trust herein created, subject to the orders and decrees of the Court which may have jurisdiction in the premises.