

MORTGAGE RECORD 88

No exchange of any bonds subject to redemption shall be made after such bonds have been called or drawn for redemption.

Section 1.06. For any exchange of bonds for bonds of another denomination, for any registration as to principal of bonds, and for any transfer of bonds so registered, the company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or governmental charge, and in addition a further sum of not exceeding the cost of the preparation of each new bond, if any, issued upon such transfer or exchange, and the charges of the trustee. In every case of such transfer or exchange, the trustee forthwith shall cancel the surrendered bond or bonds and coupons, and upon demand shall deliver the same to the treasurer of the company or upon his written order.

Section 1.07. The company and the trustees, and the paying agent, if any, may deem and treat the bearer of any bond issued hereunder, which shall not at the time be registered or registered otherwise than as payable to bearer, as provided in section 1.04 and the bearer of any coupon appertaining to any bond, whether or not such bond shall be registered, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof and for all other purposes, and neither the company, the trustees, nor the paying agent, if any, shall be affected by any notice to the contrary.

The company, the trustees, and the paying agent, if any, shall deem and treat the person in whose name any bond shall be so registered as the absolute owner thereof for the purpose of receiving payment of, or on account of, the principal of such bond, and for all other purposes except to receive payment of interest represented by outstanding coupons.

Section 1.08. The definitive bonds shall be engraved, lithographed, or printed as the president or a vice president of the company, prior to the issue thereof, shall determine. Pending the printing and delivery of definitive bonds, temporary bonds may be executed, authenticated, and delivered, with or without coupons, and such temporary bonds shall have the same rights and privileges as definitive bonds. When definitive bonds are ready for delivery, temporary bonds may, and if requested by the company shall, be surrendered in exchange for definitive bonds in the denomination authorized by the board of directors or as otherwise provided for herein. The surrendered temporary bonds shall be cancelled by the trustee and returned to the company, at the written request of its treasurer.

Section 1.09. In case any bond or coupons issued under this mortgage shall be mutilated or be destroyed, stolen, or lost, the company shall execute, and thereupon the trustee shall authenticate and deliver a new bond or coupons of like date, tenor, series, and bearing the same serial number as that of the bond or coupons so mutilated, destroyed, stolen, or lost, and in the case of a mutilated bond or coupons the applicant for each such substituted bond or coupons shall surrender to the trustee for cancellation each such mutilated bond or coupons.

In the case of bonds or coupons destroyed, lost, or stolen the duplicate bond issued therefor shall be marked or stamped by the trustee with the word "duplicate" and the applicant therefor shall furnish to the company and to the trustee and the paying agent, if any, evidence to the satisfaction of each of them, respectively, of such destruction, theft, or loss, and said applicant shall also furnish such indemnity to both the company, the trustee, and the paying agent, if any, respectively, as in their discretion they may require.

The company may require the payment of a sum not exceeding the cost of preparation, stamp tax, and other governmental charges and the trustee's charges in respect of each new bond or coupon issued under this section.

Section 1.10. The company will not directly or indirectly extend, or assent to the extension of the 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 trustees or the paying agent, if any, 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.

ARTICLE TWO.

PARTICULAR PROVISIONS RELATING TO BONDS OF SERIES A:

Section 2.01. There is hereby created under this indenture a series of bonds designated "Series A, $3\frac{1}{2}\%$ Fifteen Year First Mortgage Revenue and Sinking Fund Bonds" dated January 2, 1942 (herein sometimes referred to as "Series A" bonds), bearing interest at the rate of three and one half per cent per annum, payable semi-annually on the 2nd days of January and the 1st days of July of each year, the principal and interest being payable at the office of The Omaha National Bank, Omaha, Nebraska, as paying agent (or if said paying agent shall cease to exist or cease to be the paying agent of the company, then the principal and interest shall be payable at the office of The First National Bank of Kansas City, Kansas City, Missouri).

The said bonds and coupons appertaining thereto shall be in substantially the tenor of the general forms of bond and coupon hereinbefore set forth, and the definitive bonds of such Series A in addition to the text of such form and the variations and additions hereinbefore specified, shall be in the denomination of \$5000 each, and shall contain substantially the following paragraphs:

"The principal of and interest on this bond is payable at the office of The Omaha National Bank, Omaha, Nebraska, (or if said Omaha National Bank shall cease to exist or cease to be the paying agent of the company, then the principal and interest shall be payable at the office of The First National Bank of Kansas City, Kansas City, Missouri)."

"Series A bonds may be redeemed on any date fixed by the directors of the company, provided forty-five days prior notice is given thereof, upon payment of the principal amount thereof and accrued and unpaid interest thereon to the date of redemption, plus a premium of $2\frac{1}{2}\%$ of the principal amount thereof if redeemed prior to January 2, 1947; but if redeemed thereafter or at any time pursuant to sinking fund provisions then without the payment of any premium, all in the manner and upon the conditions specified in the mortgage."

"To further secure the punctual payment of the principal and interest of bonds of Series A, the company has pledged certain of its revenues therefor and has agreed to make certain payments into a sinking fund, and periodically to redeem or retire a certain principal amount of such bonds, all as more particularly set forth in the mortgage to which reference is hereby made."

"The holder of this bond may surrender the same to the trustee with all unmatured coupons for cancellation and thereupon the company shall, upon payment of the actual cost thereof, supply and execute and the trustee shall authenticate and deliver in exchange therefor a like aggregate principal amount of bond(s) of this series and of the same denomination of \$1000 principal amount per bond, or in such other denomination(s) as may be authorized by resolution of the board of directors of the company and there shall be attached to such bonds, issued in exchange, all unmatured coupons. No exchange of any bonds, as provided by the foregoing, which are subject to redemption may be made after such bonds have been called or drawn for redemption."

Section 2.02. (a) Bonds of Series A shall be executed in behalf of the company and authenticated and delivered by the trustee in the manner set forth in section 1.01 and section 1.03 (b) of Article One. The aggregate principal amount of bonds of Series A which may be executed by the company, authenticated and delivered by the trustee, and be secured by this indenture, shall be limited to \$275,000 principal amount.

(b) The trustee shall authenticate and deliver bonds of Series A as directed by the president, vice president, or treasurer of the company.

Section 2.03. The Omaha National Bank, of Omaha, Nebraska, is hereby appointed and constituted "paying agent" under this indenture for bonds of Series A. The paying agent shall receive and hold in trust all moneys and funds delivered to it pursuant to this indenture and any and all other funds or moneys delivered to it for the purpose of providing for the payment of interest on the bonds of Series A, and the payment and retirement of the principal of and/or the redemption of such bonds. The paying agent shall, at its offices, in Omaha, Nebraska, disburse all interest payments and make payment of all bonds of Series A retired or redeemed pursuant