Section 5.03. Unless the company designates to the trustees in writing the location of some other office or agent of the company where a notice to or demand upon it in respect to said bonds or coupons may be given, all demands may be made and notices served at the office of the trustee, in the city of Kansas City, Missouri, who is hereby appointed by the company agent for that purpose, but the trustee shall not be under any liability to the company, or any other person or corporation, in respect to any such demand or notice.

Any notice which the trustees are required or may desire to serve upon the company shall be deemed sufficiently served if sent by mail, postage prepaid, addressed to the principal office of the company, either in Kansas or Missouri, or to such other or more particular address as the company shall from time to time by written notice delivered the the trust es prescribe.

Section 5.04. The company covenants that proper books of record and account will be kept in which full, true and correct entries will be made of all dealings, or transactions of or in relation to the properties, business and affiars of the company, and that it will

(a) Furnish to the trustees, on or before ninety days after the close of each fiscal year of the company hereafter, a copy of its regular reports or audits made by accountants satisfactory to the trustees covering the operation of the business of the company for the preceding fiscal year setting forth the several assets and liabilities of the company as of the close of such fiscal year.

(b) From time to time furnish to the trustees such data as to the property and equipment of the company (including descriptions, inventories and appraisals of all property of the company and reports as to the physical condition and serviceability of such property) as the trustees, or either of them, shall reasonably require.

The company further covenants that all books, documents and vouchers relating to the property, business and affairs of the company shall at all reasonable times be open to the inspection of the accountants, or other agents which the trustees may from time to time designate. Any bond-holder may inspect such accounting or other reports on file with the trustees.

Section 5.05. (a) The company covenants that it will at all times keep insured such of its buildings, tanks, holders, machinery, equipment and apparatus, as are usually insured by companies operating like properties, at the reasonable insurable value thereof, against destruction or damage by fire, explosion, tornado and other casualties usually insured against by companies operating similar properties; that all policies for such insurance shall be so drawn as to make loss thereunder payable to the trustees hereunder; and that upon the written request of the trustee hereunder such policies shall be deposited with the trustee as additional security hereunder. If the trustees, at the time made, approved in writing an appraisement or adjustment, and settlement and payment of indemnity agreed to by the company with any insurer or underwriter for a single loss exceeding $5000 (or if the loss is less than that sum then without such approval of the trustees), the trustees shall consent to and accept such agreement whenever requested by the company in writing so to do. The trustees shall be in no way liable for the collection of any insurance moneys in case of such loss or damage.

(b) All insurance moneys received under any of the provisions of this section and the proceeds of any property subject to the line hereof taken be eminent domain shall be deposited with the trustee and if the same shall not exceed the sum of Five Thousand Dollars ($5000) on a single loss or taking, shall, after deducting therefrom the reasonable charges of the trustee in connection with the collection thereof, be forthwith paid to the company on its written order signed by its president, a vice president or treasurer.

(c) If the amount deposited as aforesaid shall exceed the sum of $5000 on a single loss or taking, such moneys shall be held by the trustee as part of the mortgaged property, and after deducting therefrom the reasonable charges of the trustee in connection with the collection and disbursement of said moneys, may be withdrawn by the company for the purpose of making additions, replacements, and extensions to the properties of the company upon the trustees being furnished the instruments responsive to subsections (3) and (4) of section 3.02, except that (4)(d)(ii) may be omitted; or may be applied on the order of the company to the redemption of bonds of any one or more series in accordance with the provisions of Article Four hereof; or shall be paid out from time to time for the purpose of paying the actual cost to the company of repairs or replacements (which may include other property of equal value) of the property damaged or destroyed, upon the written order of the company signed by its president, a vice president, or treasurer, accompanied by a sworn statement of such officer stating the proposed application of such moneys, the value of property, replacements, or repairs to be acquired or made thereby (value to have the same meaning as set forth in Section 3.05(a) hereof) and that no event of default as hereinafter defined is then in existence or threatened.

ARTICLE SIX.

DEFAULTS AND REMEDIES THEREON:

Section 6.01. All rights of action in respect of this mortgage except as to the action provided for under section 2.04(c) of Article Two shall be exercised only by the trustees and no holder of any bond or interest coupon issued hereunder shall have any right to institute any suit, action, or proceeding at law or in equity for the foreclosure of this mortgage, or for the appointment of a receiver, or for any other remedy hereunder, unless and until the trustees shall have received the written request of the holders of twenty-five per cent (25%) in principal amount of the bonds then outstanding hereunder and shall have been offered reasonable indemnity and shall have refused, or for thirty days thereafter neglected, to institute such suit, action, or proceedings, and it is hereby declared that the making of such request and the furnishing of such indemnity are in every case conditions precedent to the execution and enforcement by any bondholder or bondholders of the powers and remedies given to the trustees hereunder, and to the institution and maintenance by any bondholder or bondholders of any action or cause of action for foreclosure, or for the appointment of a receiver, or for any other remedy hereunder, but the trustees, or either of them, in their discretion may and when thereunto duly requested in writing by the holder or holders of twenty-five per cent (25%) in principal amount of the bonds then outstanding hereunder and furnished indemnity satisfactory to them, or either of them, against any expenses and charges and liability, shall forthwith take such appropriate action, by judicial proceedings or otherwise, in respect of any existing default on the part of the company hereunder as the trustees may deem expedient in the interest of the holders of bonds issued hereunder.

Section 6.02. If any one or more of the following events, hereby defined as and hereinafter called "events of default", shall happen, that is to say (a) default shall be made in the payment of any interest on any bond or bonds, when the same shall become due and payable as therein expressed, and such default shall continue for a period of sixty (60) days; or (b) default shall be made in the payment of the principal of any bond when the same shall become due and payable by lapse of time, or by call for redemption or by declaration or otherwise; or (c) default shall be made in the observance or performance of any of the covenants, conditions, or obligations in the bonds or in this mortgage expressed, or if any representation, recital, or covenant herein or in the said bonds as to existing facts shall be untrue, and the company shall not remedy such default or make good such representation, recital, or covenant within sixty (60) days after written notice so to do from the trustees, or either of them, who in their discretion may serve such notice and shall serve the same at the written request of the holders of twenty-five per cent (25%) in principal amount of the bonds outstanding hereunder; or (d) the company shall be adjudged bankrupt, or a receiver be appointed for all or a substantial part of the property of the company subject to the lien hereof, and a motion for the discharge of such receiver be not made within fifteen days and such receiver shall not be discharged within forty-five days after his appointment; or (e) the company shall consent to the appointment of a receiver of its property, file a petition for voluntary bankruptcy or make a general assignment for the benefit of its creditors; or (f) proceedings shall be commenced by the company for its reorganization under any bankruptcy laws or any such proceedings are commenced against the company and be not discharged within forty-five days thereafter; then and in every such event the trustees, or either of them, may, in the discretion of either, and upon the written request of the holders of twenty-five per cent (25%) or more in principal amount of the bonds then outstanding hereunder, and upon being indemnified to the satisfaction of the trustees, shall declare the principal of all bonds then outstanding hereunder to be due and payable immediately, and upon any such declaration the principal of all such bonds then outstanding shall become and be due and payable, anything in the said bonds or in this mortgage to the contrary notwithstanding.