

DOUGLAS COUNTY

in writing, and similarly noted on the Bond; but the same may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored, and such Bond may again from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, and every such coupon shall continue to be transferable by delivery merely, and shall remain payable to bearer, and payment thereof to bearer shall fully discharge the Company in respect of the interest therein mentioned, whether the Bond be registered or not.

The Company and the Trustee may deem and treat the bearer of any Bond which shall not at the time be registered as to principal, and the bearer of any coupon for interest on any Bond whether such Bond shall be registered as to principal or not, and whether or not such Bond or coupon shall be overdue, as the absolute owner of such Bond or coupon for the purpose of receiving payment thereof, and for all other purpose whatsoever, and the Company and the Trustee shall not be affected by any notice to the contrary.

SECTION 2.05. For the registration as to principal of any Bond, or for the discharge of any Bond from such registration as to principal, or for the transfer of any Bond, at the time registered as to principal, the Company at its option may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge incident thereto, and in addition thereto, of a further sum not exceeding \$2 for each new Bond, if any, issued upon such exchange or transfer.

SECTION 2.06. In case any Bond, with the coupons belonging thereto, shall be mutilated, lost, stolen or destroyed, then, upon the production of such mutilated Bond, or upon the receipt of evidence satisfactory to the Company and the Trustee of the loss, theft or destruction of such Bond, and upon receipt also of indemnity satisfactory to each of them, the Company in its direction may execute, and thereupon the Trustee shall authenticate and deliver, a new Bond and coupons in exchange for, and upon cancellation of, the mutilated Bond and its coupons, or in lieu of the Bond and its coupons so lost, stolen or destroyed. The Company or the Trustee, in their discretion, may place upon any such new Bond a distinguishing mark or a legend to comply with the rules of any stock exchange or to conform to any usage with respect thereto, but such mark or legend shall in no wise affect the validity of such new Bond. The Company may at its option require the payment of a sum sufficient to reimburse it and the Trustee for expenses incurred by them and any stamp tax or other governmental charge connected with the issuance of any such new Bond, and also of a further sum not exceeding \$2 for each such new Bond.

ARTICLE THREE. ISSUE OF BONDS.

SECTION 3.01 The Bonds described in Section 2.01 hereof in the aggregate principal amount of Three Hundred Thousand Dollars (\$300,000) may forthwith, upon the execution and delivery of this Indenture, or from time to time thereafter, be executed by the Company and delivered to the Trustee, and shall thereupon be authenticated and delivered by the Trustee upon the written order of the Company without awaiting the recordation, registration or filing of this Indenture.

ARTICLE FOUR. REDEMPTION OF BONDS

SECTION 4.01. The Company may, at its option, expressed by resolution of its Board of Directors, prior to maturity upon notice as hereinafter provided call for redemption and pay the outstanding Bonds as a whole or in part from time to time on any interest payment date or dates by the payment of principal and accrued interest to the date fixed for redemption, together with premiums on various dates as follows:

On December 13, 1942.....	6 3/4 per cent
On either June 30 or December 31 of each of the following years:	
1943.....	6 1/4 per cent
1944.....	5 3/4 per cent
1945.....	5 1/2 per cent
1946.....	4 3/4 per cent
1947.....	4 1/4 per cent
1948.....	3 3/4 per cent
1949.....	3 1/4 per cent
1950.....	2 3/4 per cent
1951.....	2 1/2 per cent
1952.....	2 1/4 per cent
1953.....	2 per cent
1954.....	1 3/4 per cent
1955.....	1 1/2 per cent
1956.....	1 1/4 per cent
1957.....	1 per cent
1958.....	3/4 per cent
1959.....	1/2 per cent
1960.....	1/4 per cent
On June 30, 1961 and thereafter.....	At par

But in no event shall any premium be payable in respect of any of the Bonds maturing by their terms on the date fixed for any such redemption, in case less than all of the outstanding Bonds shall be called for redemption they shall be called in inverse numerical order.

SECTION 4.02. If the Company shall elect to exercise such right of redemption, it shall publish notice thereof at least once in each of any three successive calendar weeks prior to the date on which such redemption is to be made, in at least one daily newspaper published and of general circulation in the City of Wichita, Kansas and in at least one daily newspaper published and of general circulation in the City of Kansas City, Missouri, (in each instance upon any secular day of the week and in any such newspaper, but the publication in the first calendar week must be made not less than 30 days prior to such redemption date) stating such election on the part of the Company and specifying in case of a redemption of less than all of the Bonds, the numbers of the Bonds to be redeemed, and also stating that the interest on the Bonds in such notice designated for redemption shall cease on such redemption date and that on said date there will become due and payable upon each of the Bonds to be redeemed, at the office of the Trustee, the redemption price therein specified with the interest accrued to the redemption date. A similar notice shall be mailed by the Company, postage prepaid, at least 30 days prior to said date fixed for redemption, to all registered owners of Bonds to be redeemed, at their addresses as the same shall appear upon the Bond register of the Company; provided, however, that the mailing of notice to such registered owners shall not be a condition precedent to redemption, and neither failure 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. Provided that in every case of partial redemption the Bonds with the highest numbers shall be called first from the Bonds outstanding hereunder, and not previously cancelled or called for redemption.

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 unmaturing 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.