

MORTGAGE RECORD 88

The Company shall deposit with the Trustee at least 10 days prior to the date designated for redemption an amount of money sufficient to redeem all the Bonds which the Company has elected to redeem on such date.

SECTION 4.03. On the deposit with the Trustee of the amount necessary to redeem all of the Bonds outstanding under this Indenture (if they shall all have been duly called for redemption), together with an amount sufficient to pay all accrued and unpaid interest on the Bonds up to the redemption date or dates thereof, and on delivery to the Trustee of:

(1) proof satisfactory to the Trustee that notice of redemption thereof on a specified redemption date or dates has been published as aforesaid, or

(2) proof satisfactory to the Trustee that arrangements have been made insuring to its satisfaction that such notice will be so published, or

(3) a written instrument executed by the Company under its corporate seal and expressed to be irrevocable authorizing the Trustee to give such notice for and on behalf of the Company, and on payment to the Trustee of all costs, charges and expenses in relation thereto and all other sums payable hereunder by the Company, the Trustee, upon the request and at the expense of the Company, shall cancel and discharge this indenture and execute and deliver to the Company such deeds and instruments of satisfaction as may be necessary to that end. The Trustee shall apply the moneys so deposited with it to the payment at the redemption price aforesaid of the Bonds so called for redemption and of the interest on such Bonds to the date or dates of redemption, but shall in no event be liable beyond the amount so deposited with it.

SECTION 4.04. If and so soon as the Company shall have called any Bond for redemption pursuant to the provisions of Section 4.01 hereof, and shall have deposited with the Trustee an amount of money sufficient to redeem such Bond, then and in every such case the money deposited with or held by the Trustee for the redemption of such Bond shall, without further act, be deemed forthwith to be reserved for the benefit of the holder of such Bond, and such reservation of such sum shall constitute full payment of the principal of such Bond as between the Company and the holder thereof. The sum so reserved in the hands of the Trustee shall constitute a trust fund for the holder of said Bond, but no interest shall accrue thereon in his favor. After such deposit, such Bond and any interest accrued thereon up to the date fixed for redemption shall be excluded from participation in the lien and security afforded by this Indenture, and as between the Company and the holder thereof shall be deemed to have been paid and the holder thereof shall look for the payment of the principal of such Bond only to the fund so reserved in the hands of the Trustee, and in no event to the Company or the trust estate.

SECTION 4.05. All Bonds redeemed pursuant to the provisions of Article Four hereof and the appurtenant coupons shall be cancelled by the Trustee, and shall thereafter be delivered by it to the Company.

ARTICLE FIVE

PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants and agrees as follows:

SECTION 5.01. The Company will duly and punctually pay the principal of and interest on every Bond issued under this Indenture, on the date and at the place and in the manner specified in the Bonds or in the coupons thereto belonging, according to the true intent and meaning thereof, and will also pay interest at the rate specified in the Bonds on all overdue principal and/or installments of interest in respect of each Bond hereby secured. The interest accrued up to the date of maturity on Bonds shall be payable only upon presentation and surrender of the several coupons as they respectively mature. When paid, such coupons shall forthwith be cancelled by the Trustee, and shall thereafter be delivered by it upon the written order of any officer of the Company.

SECTION 5.02. The Company will not directly or indirectly extend, or assent to the extension of the time for payment of, any coupons 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 coupons 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 Trustee 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.

SECTION 5.03. At all times, until the payment of all the Bonds, both principal and interest, the Company will maintain an office or agency at the office of The Fourth National Bank in Wichita, Wichita, Kansas, where the Bonds and coupons may be presented for payment, and notices and demands in respect of the Bonds and coupons or this Indenture may be served upon the Company.

SECTION 5.04. That, except as to that part of the mortgaged property which may hereafter be acquired by it, the Company has valid legal title to, and is possessed of, the premises, property and rights herein conveyed, or intended so to be, and has full power and lawful authority to grant, bargain and sell, and to convey, mortgage and pledge the same, as provided in and by this Indenture and that the same are free of all liens and encumbrances, except taxes or assessments not delinquent; and that it forever will warrant and defend the title to the same to the Trustee against the claims of all persons whomsoever except as hereinbefore specifically otherwise stated. Such after-acquired property may, however, be subject to prior liens thereon, provided that the principal amount of the indebtedness secured thereby shall not exceed 60% of the cost or value, whichever is less, of such property being acquired.

SECTION 5.05. This Indenture is, and always will be kept, a direct lien upon the premises and property conveyed by the Granting Clauses hereof, except as otherwise herein provided, and subject only to such liens as are permitted by this Indenture; and, except as otherwise herein expressly permitted, the Company will not create or suffer to be created any debt, lien or charge which would constitute a lien prior to or upon a parity with the lien of the Indenture upon the trust estate or any part thereof; and the Company will duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged property, and all covenants, terms and conditions upon or under which any of the mortgaged property is held, and will from time to time pay or cause to be paid all taxes and assessments lawfully levied or assessed upon the trust estate or upon any part thereof or upon any income therefrom, when the same shall become lawfully due and payable, and also all taxes and assessments lawfully levied or assessed upon the lien or interest of the Trustee or of the Bondholders in respect of the mortgaged property, so that the lien of this Indenture shall at all times be wholly preserved at the cost of the Company and without expense to the Trustee or the Bondholders; and the Company will not suffer any mechanics laborers', statutory or other similar liens to remain upon the mortgaged property or any part thereof, the lien whereof might or could be held to be prior to or on a parity with the lien of this Indenture except as aforesaid; and the Company will not suffer any other matter or thing whatsoever whereby the lien hereby created might be impaired; provided, however, that the Company shall have the right to contest, in good faith, by legal proceedings, any such taxes, assessments or liens, and pending such contest may delay or defer the payment thereof, unless the property affected will be forfeited.

SECTION 5.06. The Company will not, except and to the extent permitted in Article Six, do or suffer any act or thing whereby the trust estate might or could be impaired, and it will at all times maintain, preserve and keep the mortgaged property and every part thereof, in good condition, repair and working order. The Company will from time to time make all needful and proper repairs, renewals, replacements, additions, betterments and improvements of and to the mortgaged property, so that the operations and business thereof and every part thereof shall at all times be conducted properly and advantageously; and whenever any portion of the mortgaged property shall have been worn-out or destroyed or shall have become obsolete, inefficient or otherwise unfit for use, the Company will procure substitutes of at least equal value and efficiency, so that at all times the value and efficiency of the mortgaged property shall be fully maintained. The Company will at all times set aside proper and adequate depreciation reserves and will in respect thereof comply with all requirements and rules and regulations of all governmental authorities having jurisdiction in the premises.