

surrendered to the Trustee for cancellation, (b) Bonds in lieu of which Bonds have been authenticated and delivered, as provided in § 2.11 hereof, (c) coupon Bonds held in reserve by the Trustee against registered Bonds issued in exchange therefor, as provided in § 2.02 hereof, (d) Bonds for the payment or redemption of which cash shall have theretofore been deposited with the Trustee, provided that in the case of the deposit of cash for the redemption of Bonds notice of such redemption shall have been given or waived as provided in Article 4 or provision satisfactory to the Trustee made for giving such notice or obtaining such waiver and provided that for the purposes of Article 4 no Bonds shall be deemed outstanding hereunder or entitled to the lien, benefits or security hereof except such as shall then be "issued" within the meaning of § 2.12, and provided further that in computing the amount of Bonds in respect of which any demand, request, vote, consent, waiver or notice provided for herein (except as hereinbelow specifically stated) may be given Bonds owned legally or equitably by the Company shall not be deemed to be outstanding. In determining the percentage of the principal amount of Bonds outstanding or of Bonds of a particular series outstanding entitling the holders thereof to take any action pursuant to § 10.01, § 10.21, § 10.25, Article 13 or Article 16, or in determining whether the holders of the required percentage of the principal amount of Bonds outstanding or of Bonds of a particular series outstanding have concurred in any direction to the Trustee or in any consent pursuant to § 10.01, § 10.21, § 10.25, Article 13 or Article 16, Bonds owned legally or equitably by the Company or by any other obligor upon the Bonds or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or with any other obligor upon the Bonds shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction or consent,

Company and authenticated and delivered by the Trustee and be secured by this Indenture and outstanding at any one time shall not, in any event, exceed the amount at the time permitted by law, or the then limit of indebtedness of the Company, if any, as fixed from time to time in accordance with law, but otherwise is not limited; provided, however, that the aggregate principal amount of Bonds which may be so executed, authenticated and delivered hereunder may, at any time, at the election of the Company, evidenced by an instrument supplemental hereto executed by the Company and the Trustee, reciting that it is authorized by resolution adopted by a majority of the Board of Directors of the Company, be limited to such definite principal amount as may be specified in such instrument; and this Indenture creates a continuing lien to secure the full and final payment of the principal of and of the interest on all Bonds which may from time to time be executed, authenticated and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

§ 2.02. (A) *Terms of Series A Bonds.* The Bonds of Series A shall be coupon bonds, payable to bearer with the privilege of registration as to principal, in substantially the form hereinbefore set forth, except that registered Bonds without coupons may be subsequently authorized as provided in § 2.04. No charge shall be made by the Registrar or the Company against the holders thereof for any such registration or for any transfer or discharge from registration of any Bonds of Series A so registered.

The coupon Bonds of Series A shall be dated as of September 1, 1946 and shall bear interest from said date. All Bonds of Series A shall be due on September 1, 1971 and shall bear interest at the rate of two and seven-eighths per centum (2 $\frac{7}{8}$ %) per annum, to be paid semi-annually on the

only Bonds which the Trustee knows are so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or with any other obligor upon the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

(2) prior lien debt, shall mean as of any particular time all prior lien debt authenticated and delivered by the trustee under the lien securing the same or, if there be no such trustee, all prior lien debt theretofore issued under any such lien, except (a) prior lien debt theretofore cancelled, (b) prior lien debt pledged hereunder, (c) prior lien debt held uncancelled by the trustee under a prior lien under conditions such that no transfer of ownership or possession thereof is permissible, except upon a default under such lien, or except to the Trustee hereunder, or to the trustee of the lien securing the same for cancellation or to be held uncancelled under like conditions under the terms of such lien, and (d) prior lien debt the payment or redemption or other retirement of which shall have been provided for by the deposit of cash with the Trustee hereunder or with the trustee under the lien securing the same.

ARTICLE 2

THE BONDS

§ 2.01. *Limitations as to Issue of Bonds.* The Bonds issuable under this Indenture may be issued in series as from time to time shall be established and authorized by the Board of Directors of the Company. The aggregate principal amount of Bonds which may be executed by the

first day of September and on the first day of March in each year until payment of the principal thereof, payable until maturity upon surrender of the respective coupons attached thereto as they severally become due; principal and interest being payable in lawful money of the United States of America, at the principal office of The City National Bank and Trust Company of Kansas City, in Kansas City, Missouri, or its successor in trust under this Indenture.

Definitive coupon Bonds of Series A may be issued in the denomination of \$1,000 each, numbered M1 consecutively upward, \$5,000 each, numbered VM1 consecutively upward, and \$10,000 each, numbered XM1 consecutively upward.

The Trustee hereunder shall, by virtue of its office as such Trustee, be the Registrar and Transfer Agent of the Company for the purpose of registering and transferring Bonds of Series A.

(B) *Redemption Provisions for Series A Bonds.* The Bonds of Series A shall be subject to redemption prior to maturity at the option of the Company, as a whole at any time or in part from time to time, at the following percentages of the principal amount thereof:

105% to and including August 31, 1951;

104% on September 1, 1951 and thereafter to and including August 31, 1956;

103% on September 1, 1956 and thereafter to and including August 31, 1961;

102% on September 1, 1961 and thereafter to and including August 31, 1966;

101% on September 1, 1966 and thereafter to and including August 31, 1970;

100% on September 1, 1970 and thereafter to maturity.