

together in any case with interest accrued thereon to the date of redemption; upon at least thirty (30) days' prior notice given by publication (unless waived as provided in Article 4) at least once each week (which may be, on any secular day of each such week) for three (3) successive calendar weeks (the first publication to be not less than thirty (30) days and not more than ninety (90) days prior to the redemption date) in a newspaper printed in the English language and published daily (except Sundays and holidays) and of general circulation in Kansas City, Missouri; and otherwise as provided in Article 4; provided, however, that the bonds of Series A shall be subject to redemption in part from time to time in like manner for the sinking fund and the maintenance and depreciation fund hereinafter in § 5.18 provided for and through the application of proceeds of property sold to public bodies, at the principal amount thereof, without premium, together with interest accrued thereon to the date of redemption.

(C) *Sinking Fund for Series A Bonds.*

The Company covenants and agrees that so long as any of the Bonds of Series A remain outstanding it will provide a sinking fund for the benefit of the holders of Bonds of Series A as follows:

That it will annually, on or before September 1, 1947 and on or before September 1 of each succeeding year up to and including September 1, 1970, pay in cash to the Trustee, and/or surrender to the Trustee for cancellation Bonds of Series A or use Bonds of Series A, previously retired and not theretofore funded, of an aggregate principal amount, equal to one per cent (1%) of the sum of the greatest aggregate principal amount of Series A Bonds at any one time outstanding hereunder.

All cash received by the Trustee pursuant to this Subdivision (C) of § 2.02 shall be applied by the Trustee (a) to the purchase of Series A Bonds upon tenders from

the holders of Series A Bonds, (b) to the purchase of Series A Bonds in the open market or at private sale, and/or (c) if on the 75th day after any sinking fund deposit the Trustee has on hand unexpended sinking fund moneys equal to or exceeding \$5,000, to the redemption of Series A Bonds as hereinafter provided.

The Trustee in its discretion may from time to time determine whether Bonds of Series A are to be purchased for the sinking fund upon tenders or in the open market or at private sale but no such Bonds shall be purchased at a price in excess of the principal amount thereof, plus accrued interest to the date of delivery to the Trustee.

In the event that any Series A Bonds are to be purchased by the Trustee upon tenders from the holders thereof pursuant to this Subdivision C, notice of invitations for tenders to sell Series A Bonds and the amount available for the purchase thereof at the lowest prices offered (not exceeding the principal amount thereof and accrued interest) on or before a specified date, shall be published by the Trustee in the manner provided in Subdivision (B) of this § 2.02 and the Trustee shall also mail at the date of the first such publication a copy of such notice to each holder of Series A Bonds registered as to principal at his address as registered with the Trustee, but failure to mail, or any defect in the mailing of, such notice as aforesaid, shall not affect the validity or effectiveness of the publication asking for tenders as above provided. Such published notice need not be given if the holders of all Series A Bonds then outstanding waive notice thereof in writing and such waiver is filed with the Trustee.

In requesting tenders of Series A Bonds to absorb any such sinking fund moneys the Trustee shall reserve the right, as between it and any bondholder making a tender, to reject any or all tenders if in its opinion Series A Bonds

can be otherwise purchased at a lower price or prices than those contained in the tenders. Interest on all Series A Bonds purchased for the sinking fund through tenders shall cease on the date fixed for such purchase in the notice.

In the event the retirement of Bonds of Series A is to be made by purchases in the open market, such purchases may be made by the Trustee in any market where the Series A Bonds are ordinarily traded in, all as the Trustee acting in its unrestricted discretion may determine.

In the event the retirement of Series A Bonds is to be made by redemption, such Bonds shall be redeemed in the manner provided in Article 4. Series A Bonds shall be callable for the sinking fund at any time at the principal amount thereof, without premium, plus accrued interest to the date fixed for redemption.

All Series A Bonds purchased or redeemed by the Trustee pursuant to the provisions of Subdivision (C) of this § 2.02, and any appurtenant coupons, shall be forthwith cancelled and shall thereafter be delivered by it upon the written order of any officer of the Company, and no Bonds of Series A shall be issued in lieu thereof or to refund the same, nor shall any Bonds of any other series be issued in lieu thereof or to refund the same so long as any of the Bonds of Series A remain outstanding.

(D) The Company covenants and agrees that so long as any Bonds of Series A shall remain outstanding it will not cause to be authorized, issued, and delivered pursuant to this Indenture any Bonds of any other series, maturing on or prior to September 1, 1971, unless provision shall be made for a sinking fund (payable in cash and/or by the surrender or use of Bonds of the new series) for the benefit of the holders of the bonds of such series, whereby through the application on a basis of annual or semi-annual sinking

fund payments at least the same percentage of Bonds of such series will be retired prior to maturity as the percentage of Series A Bonds retired through the sinking fund above provided for in Subdivision (C) of this § 2.02.

§ 2.03. *Establishment of New Series of Bonds.* Bonds other than Bonds of Series A shall be divided into such series as shall from time to time be established by resolution of the Board of Directors of the Company, and shall be subject to such provisions as, consistently with the provisions of this Indenture, shall be determined by resolution of the Board of Directors of the Company prior to the issue thereof and stated or referred to in the Bonds of the series in question, without further action upon the part of the stockholders of the Company.

Bonds of any such series so established may from time to time be executed, authenticated and delivered in accordance with the provisions hereof. Such Bonds shall be payable in lawful money of the United States of America.

Such resolution of the Board of Directors of the Company shall prescribe the form or forms of Bonds of the new series and shall state in substance the distinctive designation, the denominations, method of numbering, date, maturity date or dates, interest rate and interest payment dates, the place or places of payment of principal and interest thereof and whether such Bonds are to be coupon Bonds with or without provision for registration as to principal only and/or registered Bonds without coupons.

The Board of Directors of the Company may at its option by such resolution prescribe any other provisions respecting the Bonds of such series not inconsistent with the terms of this Indenture, including registration, transfer and/or exchange provisions, provisions for call and redemption as a whole or in part, provisions for the payment of principal