

earnings or net losses (to the extent ascertainable) of any property of the Company consisting of a plant or system (including any property used in connection therewith) which shall have been disposed of by the Company during or after any period for which net earnings are to be computed, shall not be treated as net earnings or net losses of the Company for the purposes of this Indenture.

The term "repairs" as used in this Section shall include all repairs which, in the ordinary practice of companies carrying on a business similar to that of the Company, are charged to current main repairs, repairs, or other operating expense account.

1.05. The term "funded property" shall mean:

(1) All property owned by the Company on June 30, 1939 and subjected or intended to be subjected to the lien of this Indenture; and

(2) All property additions which shall have theretofore been certified to the Principal Trustee as a basis for the authentication and delivery of bonds or the withdrawal of cash (except cash constituting part of the Replacement Fund withdrawn under the conditions, in the manner, and to the extent provided in subdivision (1) (a) of § 1.10) or the release of funded property under any of the provisions of this Indenture, or for the taking of a credit under subdivision (2) of § 1.10 or used as the basis of a transfer under § 1.10, except to the extent, if any, of the unapplied balance of net property additions and of any excess of property additions, certified as a basis for the withdrawal of cash or release of funded property where net property additions are not required to be used above the amount required by the provisions of this Indenture for such withdrawal or release.

1.08. The term "funded prior lien bonds" shall mean any prior lien bonds made the basis for the authentication and delivery of bonds or for the withdrawal of cash held by the Principal Trustee or for the release of funded property from the lien hereof under any provision of this Indenture, or for which credit has been taken under subdivision (2) of § 1.10.

is hereinafter sometimes referred to as the "1929 Series") at the option of the Company, from time to time expressed by resolution of its Board of Directors:

(1) provision may be made in the bonds of any series permitting exchange thereof for another bond or other bonds of a different series, upon such terms and subject to such adjustments as may be set forth in said resolution;

(2) provision may be made in any series of bonds for the payment of the principal thereof or interest thereon, or both, without deduction for any taxes whatsoever, or without deduction for certain specified taxes differing from those contained in the bonds of any other series, and for the reimbursement to the holders of bonds of specified taxes assessed upon them by reason of their ownership of such bonds or the receipt of income therefrom;

(3) the date or dates of issue, date or dates of maturity, place or places of payment, rate of interest and interest payment dates of the bonds of each series issued hereunder from time to time, other than the 1929 Series, and the terms and conditions, if any, of the purchase and/or redemption and/or convertibility thereof and/or of provisions in regard to the establishment and application of any sinking, amortization, improvement or other fund for the benefit of the holders of the bonds of such series or of one or more other series and/or such other terms and provisions as shall be not inconsistent with the general forms hereinafter set forth, shall be as fixed and determined in said resolution and provided in the bonds when issued.

Before any bonds of any series, other than the 1929 Series, shall be authenticated and delivered hereunder, the Company shall execute and deliver to the Trustee a supplemental Indenture, in recordable form, containing the particulars of the new series of bonds as above set forth and containing appropriate provisions giving to such bonds the protection and security of this Indenture.

2.03. The bonds to be initially issued hereunder, referred to in § 1.01, shall be of a series designated First Mortgage Bonds, 25¢ Series due 1929 such series being herein referred to as the "1929

ARTICLE 2

DESCRIPTION, FORM, EXECUTION, REGISTRATION AND EXCHANGE OF BONDS

2.01. The aggregate principal amount of the bonds which may be executed by the Company and authenticated and delivered by the Principal Trustee and be secured by this Indenture is not limited, but shall include such aggregate principal amount as may from time to time be authenticated and delivered under the terms hereof.

2.02. At the option of the Company, the bonds issued hereunder may be issued in one or more series. All bonds of any one series shall contain in all respects the same provisions, except for necessary or proper variations between temporary bonds, coupon bonds and fully registered bonds or bonds of different denominations and, in the case of bonds of any series of serial maturity, as to date of maturity, rate of interest and the price, terms and conditions of redemption thereof. The form of each series shall be designated by such designation or descriptive title as the Board of Directors of the Company may select for each series (which shall contain the words "First Mortgage Bonds"), and each bond issued hereunder shall bear upon the face thereof the designation or descriptive title so selected for the series to which it belongs. All bonds issued under this Indenture shall be expressed to be payable as to principal and interest in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The texts of the coupon bonds and of the fully registered bonds to be issued under this Indenture, and of the coupons appertaining to the coupon bonds, and of the certificate of authentication of the Principal Trustee upon all bonds, shall be respectively substantially of the tenor and purport hereinafter recited, with such omissions, variations and insertions as may be necessary or appropriate to make them conform to provisions authorized in respect of the bonds of any series by the Board of Directors of the Company and permitted by this Indenture; provided, however, that subject to the provisions of § 2.03 with respect to bonds of the series to be initially issued hereunder and which

Series"). The total principal amount of bonds of the 1929 Series which may be executed, authenticated and delivered under and secured by this Indenture shall be \$15,000,000, including, however, any bonds of the 1929 Series previously executed, authenticated and delivered in exchange for or in lieu of or in substitution for other bonds of the 1929 Series pursuant to the provisions of § 2.01, § 2.10, § 2.11 or § 2.09 hereof.

All coupon bonds of the 1929 Series shall be dated September 1, 1929, and all bonds of the 1929 Series shall mature September 1, 1929, and shall bear interest at the rate of 25¢ per annum, payable semi-annually on March 1 and September 1 in each year; the principal of and interest and premium, if any, on each such bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, and in the case of coupon bonds the interest thereon shall also be payable, at the option of the holder, at the offices or agencies of the Company in Kansas City, Missouri; and principal, if any, and interest shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The bonds of the 1929 Series shall be redeemable prior to maturity, upon not less than thirty (30) days' prior notice, as a whole at any time, or from time to time in part, at the option of the Company, upon the terms and conditions hereinafter specified in Article 3 of this Indenture.

Bonds of the 1929 Series are entitled to the benefit of a Sinking Fund as provided in § 2.05 and are also redeemable to the extent and in the manner provided by said Section.

Said bonds shall be issued as coupon bonds in the denomination of \$1,000 and as fully registered bonds in denominations of \$1,000 and multiples thereof from time to time authorized by the Company. Coupon bonds and fully registered bonds of the 1929 Series shall be registrable and interchangeable at the office or agency of the Company in the Borough of Manhattan, The City of New York, upon payment of charges as required or permitted by the provisions of § 2.06.