

Whenever the mortgage or other instrument securing any prior lien bonds shall have been discharged of record, additional bonds for an aggregate principal amount equal to the total principal amount of prior lien bonds secured by such prior lien theretofore deducted in connection with applications for the authentication and delivery of bonds, or for the withdrawal of cash, or for the release of property, or taken as a credit under any of the provisions of this Indenture, less the sum of (1) the total principal amount of such prior lien bonds theretofore funded, and (2) the total principal amount of such prior lien bonds which the Company has agreed will not be funded, as provided in § 4.21, shall thereafter be authenticated by the Principal Trustee and delivered to or upon the written order of the Company, but only upon receipt by the Principal Trustee of:

(aa) Certificate of the Company, opinion of counsel, and documents, all in form as prescribed in *substitutions* (a), (c), (d), (e), (f) and (g) of this § 3.11;

(bb) A certificate of the Company stating:

(1) The total principal amount of prior lien bonds secured by such prior lien theretofore deducted in connection with applications (specifying the dates thereof) for the authentication and delivery of bonds; or for the withdrawal of cash, or for the release of property, or taken as a credit under any of the provisions of this Indenture; and

(2) The total principal amount of prior lien bonds secured by such prior lien theretofore funded; and

(cc) An opinion of counsel to the effect that such prior lien has been discharged of record.

#### ARTICLE 4

##### PARTICULAR COVENANTS OF THE COMPANY

The Company hereby covenants as follows:

§ 4.01. That (a) it hereby does and will forever warrant and defend the title to the mortgaged property described in the Granting Clauses hereof against the claims and demands of all persons whatsoever;

ferred or pledged, separate or apart from the bond to which it relates, shall be entitled in case of a default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of the bonds outstanding hereunder and of all coupons and claims for interest not so transferred, pledged, kept alive or extended.

§ 4.03. That, if it shall appoint a paying agent other than the Principal Trustee, it will cause such paying agent to execute and deliver to the Principal Trustee an instrument in which it shall agree with the Principal Trustee, subject to the provisions of the last paragraph of this § 4.03, (1) that such paying agent shall hold in trust for the benefit of the bondholders or the Principal Trustee all sums held by such paying agent for the payment of the principal of or interest (and premium, if any) on the bonds outstanding under this Indenture, whether received from the Company or any other obligor upon the bonds; and (2) that such paying agent shall give the Principal Trustee notice of any default by the Company or any other obligor upon the bonds in the making of any deposit with it for the payment of the principal of or interest (and premium, if any) on the bonds, and of any default in the making of any such payment.

That, if and to the extent that it acts as its own paying agent, it will, on or before each due date of each installment of principal of or interest of the bonds, set apart and segregate and hold in trust for the benefit of the holders of such bonds or of the Principal Trustee a sum sufficient to pay such principal (and premium, if any) or interest so becoming due on the bonds and which is to be paid by it as its own paying agent and will notify the Principal Trustee of such action or of any failure to take such action.

Anything in this § 4.03 to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining a release or satisfaction of this Indenture or for any other reason, pay or cause to be paid to the Principal Trustee all sums held in trust as required by this § 4.03, such sums to be held by the Principal Trustee upon the trusts herein contained.

Anything in this Indenture to the contrary notwithstanding, the

ever; that (b) it is lawfully seized and possessed of all the real property described in the Granting Clauses hereof; that (c) it will maintain and preserve the lien of this Indenture on the mortgaged property so long as any of the bonds issued hereunder are outstanding; that (d) it has good right and lawful authority to mortgage the mortgaged property, as provided in and by this Indenture; and that (e) the mortgaged property is free and clear of all liens, charges or encumbrances thereon or affecting the title thereto prior to the lien of this Indenture; excepting (as to each of the foregoing covenants (a), (b), (c), (d) and (e)) permitted encumbrances and the property specifically excepted from the lien hereof; and provided that nothing in this Indenture contained shall prevent the Company from hereafter acquiring any property subject to a prior lien, but only to the extent permitted by § 4.16.

§ 4.02. That it will duly and punctually pay the principal of and interest on, and premium, if any, upon all the bonds at any time outstanding hereunder, according to the terms thereof. The interest on all coupon bonds shall, until maturity of such bonds, be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature, and, when paid, such coupons shall forthwith be cancelled. The interest on fully registered bonds without coupons shall be paid to or upon the order of the registered owners thereof. The principal of each bond shall be payable only upon presentation and surrender of the bond except that upon partial payment of a registered bond the amount thereof may be noted upon the bond and the bond returned to the registered owner. The Company will not directly or indirectly extend or assent to the extension of the time for the payment of any coupon or claim for interest upon any of the bonds secured hereby and will not directly or indirectly become a party to any such extension or approve any arrangement thereof by purchasing or funding said coupons or claims or in any other manner. Neither any such coupon or claim so extended, nor any coupon or claim for interest belonging to any bond outstanding hereunder which in any way at or after maturity shall have been trans-

agreement to hold sums in trust as provided in this § 4.03 is subject to the provisions of § 16.02 and § 16.03.

§ 4.04. That it will keep a financial office or agency in the Borough of Manhattan, The City of New York, where notices, presentations and demands to or upon the Company in respect of the bonds or their coupons or this Indenture may be given or made, and will keep at said office or agency books for the registration and transfer of bonds issued hereunder, which books, at all reasonable times, shall be open for inspection by the Trustee or either of them, and will also keep an office or agency in the Borough of Manhattan, The City of New York, for the payment of the principal of and interest on the bonds issued hereunder and an office or agency in Kansas City, Missouri, for the payment of interest on coupon bonds of the 1909 Series upon presentation of the respective coupons therefor, and that it will keep a financial office or agency where notices, presentations and demands to or upon the Company in respect of the bonds or their coupons or this Indenture may be given or made at each other place or places, if any, as shall be specified in any series of bonds outstanding hereunder as a place or places at which the principal of or the interest on such bonds is payable, and will likewise keep books for the registration and transfer of bonds issued hereunder at each other place or places, if any, as shall be specified in any series of bonds outstanding hereunder as a place or places at which said bonds are registrable, which books, at all reasonable times, shall be open for inspection by the Trustee or either of them. The Company will from time to time give the Trustee written notice of the location of each such office or agency, and in case the Company shall fail to maintain any such office or agency or to give the Trustee written notice of the location thereof, any such notice, presentation or demand in respect of the bonds or coupons or this Indenture may be given or made, unless other provision is expressly made herein, to or upon the Principal Trustee at its principal office in the Borough of Manhattan, The City of New York, and the Company hereby authorizes such presentation and demand to be made to and such notice to be served on the Principal Trustee in such event, and the principal of and in-