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(2) of this Section or at the election of the Company to the redemption of bonds in the manner provided in subdivision (1) of this Section, choosing for such redemption, bonds of the series designated by the Company; and the Company in any such case, upon written notice from the Principal Trustee, shall pay to the Principal Trustee additional cash equal to all accrued interest and premium payable upon any such purchase or redemption, as provided in subdivision (1) of this Section with respect to the redemption of bonds and as provided in § 8.12 with respect to the purchase of bonds. In the case of redemption, the Company shall, upon written notice from the Principal Trustee, give or cause to be given the notice required in respect of the redemption of such bonds, and if the Company shall fail to give such notice or cause such notice to be given, the Principal Trustee shall have full power and authority to give such notice or cause such notice to be given in the name and on behalf of the Company. The Company shall pay to the Principal Trustee all expenses incurred by the Principal Trustee in connection with any purchase or redemption of bonds pursuant to this Section.

Any bonds (together with any coupons appurtenant thereto) delivered to the Principal Trustee pursuant to the provisions of this Section and any bonds purchased or redeemed through the application of trust moneys pursuant to the provisions of this Section, shall forthwith be cancelled by the Principal Trustee, and shall thereafter be registered in coupon form or delivered to the Company in fully registered form, upon the written order of any officer of the Company.

§ 8.12. Upon the request of the Company, expressed by certified resolution, the Principal Trustee shall, to the extent that such bonds are available for such purchase, apply all or any part of the trust moneys then available for the purpose, or any cash deposited with it by the Company for the purpose, to the purchase of bonds then outstanding hereunder of such series (one or more) as the Company may designate, at a price not exceeding the current redemption price and the accrued interest on such bonds as shall be by their terms redeemable at the option of the Company before maturity, and at a

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price not exceeding the principal amount of, plus accrued interest on, bonds not so redeemable. Such purchases may be made upon tender or upon the open market or at private sale or upon any exchange, or in any one or more of said ways, according as the Principal Trustee, in its uncontrolled discretion, shall determine. Before making any such purchase upon tender, the Principal Trustee may, and upon request of the Company shall, by notice published once in each of two consecutive calendar weeks (in each case on any day in the week) in an authorized newspaper in Kansas City, Missouri, and in an authorized newspaper in the Borough of Manhattan, The City of New York, advertise for written proposals (to be received by it on or before a specified date) to sell to it on or before a subsequent specified date bonds of the series designated by the Company then outstanding hereunder; and the Principal Trustee, to the extent, as nearly as is possible, of such funds then in its hands and requested by the Company to be so applied, shall purchase the bonds so offered at the price or prices deemed by it most favorable to the Company, and reasonable notice shall be mailed by the Principal Trustee to the holder or holders of the bonds whose proposals may be accepted. The Principal Trustee may also in its discretion, and upon request of the Company so to do, invite offers of bonds for sale to it in any other usual manner. The Principal Trustee may reject any or all proposals in whole or in part if it can at the time of accepting said proposals purchase the requisite amount of such bonds at a more favorable price or prices than it could be accepting said proposals. All advertisements for written proposals shall state that proposals shall be deemed to be made for all or any part of the bonds offered, whether so expressed or not.

Upon the purchase of any bond as hereinabove provided, the Principal Trustee shall notify the Company in writing thereof specifying the principal amount of the bonds purchased or to be purchased and the amount of the accrued interest, if any, thereon paid or to be paid by the Principal Trustee, on such purchase, and also specifying the amount of the premium, if any, in excess of the principal amount of any bond paid or to be paid by the Principal Trustee on such purchase, and the Company covenants that it will, from time to time, upon the

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receipt by it of any such notice, immediately pay to the Principal Trustee, to be held and applied as trust moneys, an amount in cash equal to such accrued interest and such premium on the bonds so purchased or to be purchased, as specified in such notice, to the end that the trust moneys shall not be diminished by the payment therefrom of interest or premium.

The term "current redemption price" as used in this § 8.12 with respect to the bonds of any particular series shall be deemed to be the current redemption price at which bonds of such series are redeemable solely at the option of the Company except as otherwise provided with respect to bonds of such series.

§ 8.13. In case the mortgaged property shall be in the possession of a receiver or trustee, lawfully appointed, or in case the Company shall be in possession of any mortgaged property under the jurisdiction of some court of competent jurisdiction in proceedings for the reorganization of the Company pursuant to any provision of any bankruptcy or other act, the powers hereinbefore in this Article conferred upon the Company with respect to the sale or other disposition of the mortgaged property or the withdrawal of cash may be exercised, with the approval of the Principal Trustee, by said receiver or trustee, or when duly authorized by order of said court, by the Company notwithstanding that the Company may be in default, and any request, certificate or appointment made or signed by such receiver or trustee for such purposes shall be as effective as if made by the Company or its Board of Directors or any of its officers or appointees in the manner herein provided; and if the Trustees or either of them shall be in possession of the mortgaged property under any provision of this Indenture, then such powers may be exercised by the Trustees, or such Trustee, in its or their discretion, notwithstanding the Company may be in default. Notwithstanding a default as defined in § 8.01 may have happened and may be continuing hereunder, the Trustees may release from the lien hereof any part of the mortgaged property or permit the withdrawal of cash, upon compliance with the conditions specified in this Article in respect thereof, if the Trustees in their uncontrolled

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discretion (subject to the provisions of § 13.02 and § 13.03), or the holders of at least a majority in aggregate principal amount of the bonds at the time outstanding, shall deem such release or withdrawal of cash for the best interests of the bondholders.

ARTICLE 9 REMEDIES

§ 9.01. The following events are hereby defined for all purposes of this Indenture (except where the term is otherwise defined for specific purposes) as "defaults":

(a) Failure to pay interest on any of the bonds for a period of sixty (60) days after such interest shall have become due and payable; or

(b) Failure to pay the principal of, or premium, if any, on, any of the bonds when and as the same shall become due and payable as therein expressed whether at maturity, upon call for redemption, by declaration as herein provided or otherwise; or

(c) Failure to pay any interest upon or principal (whether at maturity as therein expressed or by declaration, or otherwise) of any outstanding prior lien bonds continued beyond the expiration of the period of grace, if any, specified in the principal securing the same; or

(d) Failure to pay any installment of any sinking fund required by the terms of this Indenture or of any indenture supplemental hereto to be paid by the Company to the Principal Trustee to be applied by the Principal Trustee to the purchase or redemption of any of the bonds hereby secured for a period of sixty (60) days after the same shall have become due and payable; or

(e) Failure to perform or observe any other of the covenants or agreements of the Company in this Indenture or in any indenture supplemental hereto or in any of the bonds contained, and the continuance of such failure for a period of ninety (90) days after written notice specifying the same and requiring the same to be remedied shall have been given to the Company by the Trustees, or to the Company and the Trustees by the