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§ 16.03. Upon the satisfaction and discharge of this Indenture all moneys then held by any paying agent under the provisions of this Indenture shall, upon demand of the Company, be repaid to it and thereupon such paying agent shall be released from all further liability with respect to such moneys.

#### ARTICLE 17 MISCELLANEOUS

§ 17.01. Nothing in this Indenture, expressed or implied, is intended or shall be construed to confer upon or to give to any person or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding hereunder, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding hereunder.

§ 17.02. Except as otherwise provided herein, whenever in this Indenture any of the parties hereto is named or referred to, such name or reference shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Company or by or on behalf of the Trustees, or either of them, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

§ 17.03. Any notice or demand by any bondholder to or upon the Trustees or either of them shall be due and sufficient notice or demand for each and every purpose hereunder if made by written instrument delivered to the Principal Trustee at its principal office, No. 15 Pine Street, in the Borough of Manhattan, The City of New York. Any notice or demand which by any provision of this Indenture is

required or provided to be given or served by the Trustees or either of them, or by any bondholder, upon the Company shall be deemed to have been sufficiently given or served for all purposes if mailed as registered mail matter, postage prepaid, addressed as follows in case of the Company:

THE GAS SERVICE COMPANY,  
Scarritt Building  
Kansas City 13, Missouri

or addressed to the Company at any other address which it may file with the Principal Trustee as the address to which notices or demands shall be mailed.

§ 17.04. All parties to this Indenture agree, and each holder or owner of any bond by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against any Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by one or more Trustees or the Company, to any suit instituted by any bondholder, or group of bondholders, holding in the aggregate more than ten per centum (10%) in aggregate principal amount of the bonds outstanding, or to any suit instituted by any bondholder for the enforcement of the payment of the principal of or interest on any bond, on or after the respective due dates expressed in such bond.

§ 17.05. If and to the extent that any provision of this Indenture limits, qualifies, or conflicts with any other provision included herein that is required to be included herein by the Trust Indenture Act of 1939, such required provision shall control.

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§ 17.06. This Indenture may be simultaneously executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, The Gas Service Company, party hereto of the first part, has caused this Indenture to be signed in its corporate name by its President or Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and The Chase National Bank of the City of New York, party hereto of the second part, in evidence of its acceptance of the trust hereby created, has caused this Indenture to be signed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Cashier or an Assistant Cashier, and Commerce Trust Company, also party hereto of the second part, in evidence of its acceptance of the trust hereby created, has caused this Indenture to be signed in its corporate name by its President or a Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, all as of the first day of September, 1949.



THE GAS SERVICE COMPANY

Assistant Secretary.

Signed, sealed and delivered by The Gas Service Company in the presence of

James M. Robinson  
Charles J. Robinson

By *[Signature]*  
President.

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THE CHASE NATIONAL BANK OF THE  
CITY OF NEW YORK

By *[Signature]*  
Vice-President.

Attest:

Assistant Cashier

Signed, sealed and delivered by THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK in the presence of

*[Signature]*

COMMERCIAL TRUST COMPANY

By *[Signature]*  
President.

Attest:

Assistant Secretary.

Signed, sealed and delivered by COMMERCIAL TRUST COMPANY in the presence of

James M. Robinson  
Charles J. Robinson