

simultaneously with or after any release as an entirety of all or substantially all of the gas properties (either with or without including the gas property in the City of Atchison, Kansas).

Refundable Bonds:

The term "refundable Bonds" shall mean, at any particular time, all Bonds which were theretofore authenticated and delivered under the provisions of this Indenture and theretofore paid at maturity or redeemed or purchased (otherwise than out of funds included in the trust estate) and surrendered to the Trustee, either canceled or uncancelled, or otherwise surrendered to the Trustee, except upon exchange for other Bonds pursuant to the provisions of Article II, and which were not theretofore made the basis for the authentication and delivery of additional Bonds or the withdrawal of cash included in the trust estate or the reduction of the amount of cash required to be paid into the trust estate under any provision of this Indenture, or paid or redeemed or purchased pursuant to the provisions, or used in anticipation of the requirements, or made the basis for any reduction in the amount, of any sinking or analogous fund established by any Indenture supplemental hereto which does not permit the authentication and delivery of additional Bonds on the basis of Bonds, paid, redeemed, purchased, used for or made the basis for reduction in the amount of such sinking or analogous fund.

Bonds and coupons for the payment or redemption of which moneys shall have been irrevocably deposited in trust with the Trustee (whether at or prior to maturity or the redemption date of such Bonds) shall be deemed to have been paid and canceled within the meaning of this definition; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been published as in Article V provided or provision satisfactory to the Trustee shall have been made for such publication.

duly authorized and entered into in accordance with the provisions of this Indenture.

Trustee:

The term "Trustee" shall mean the Trustee under this Indenture for the time being, whether original or successor, but not a co-trustee or separate trustee appointed pursuant to Section 6 of Article XIII unless otherwise provided in the instrument of appointment executed pursuant to the provisions of said Section, and only to the extent therein provided.

Trust estate:

See definition of "mortgaged property".

ARTICLE II.

DESCRIPTION AND MANNER OF EXECUTION, AUTHENTICATION AND REGISTRATION OF BONDS.

SECTION 1. The Bonds may, at the election of the Board of Directors, be in one or more series and, except as hereinafter in this Section provided, shall be designated generally as the First Mortgage Bonds of the Company, with such further appropriate particular designations added to or incorporated in or eliminated from such title, for the Bonds of any particular series, as the Board of Directors may determine. Each Bond shall bear upon the face thereof the designation so selected for the series to which it belongs. All Bonds of any one series at any time simultaneously outstanding shall be identical in respect of date of maturity (unless they are of serial maturities), the place or places of payment of principal and of interest, the rate and dates of interest payments, the terms and rate or rates of optional redemption, if redeemable, the terms of convertibility, if convertible, and in respect of sinking fund or analogous provisions (if any) and tax provisions (if any); but Bonds of the same series may be of different denominations, and Bonds of any series may be of serial

Registered owner:

The term "registered owner" shall mean the person or persons in whose name or names the particular registered Bond without coupons shall be registered, or the particular coupon Bond shall be registered as to principal, on the books of the Company kept for that purpose in accordance with the terms of this Indenture.

Release moneys:

The term "release moneys" shall mean moneys received by the Trustee:

(a) upon the release of bondable property not subject to an unfunded prior lien, pursuant to Sections 3 or 5 of Article VII;

(b) upon the payment of principal of, or release of, any obligations deposited with the Trustee upon the release of any such property;

(c) upon the release of funded prior lien bonds pursuant to Section 4 of Article VII;

(d) on account of prior lien bonds, which are subject to withdrawal under Section 6(c) of Article VIII; and

(e) pursuant to Sections 15(b) or 20(b) of Article IV, other than proceeds of insurance.

Retired:

The term "retired" when used with respect to property, shall mean retired, abandoned, destroyed, lost through the enforcement of mortgage or other liens upon rights-of-way for transmission or distribution line purposes, or released or otherwise disposed of free of the lien of this Indenture, whether or not such property shall have been retired on the books of the Company.

Supplemental indenture:

The term "supplemental Indenture" or "indenture supplemental hereto" shall mean any indenture now or hereafter

maturities and, if of serial maturities, may differ with respect to redemption price. All coupon Bonds of any one series shall be dated as of the same date and such date shall be fixed for the Bonds of any particular series by the Board of Directors.

The Company may, if the Board of Directors so elects and the Trustee approves, and, if the Trustee so requests in writing, the Company shall, at any time or from time to time change the general designation of the Bonds from First Mortgage Bonds to such other general designation as may in the opinion of the Trustee be appropriate under the circumstances existing at the particular time. In the case of any such change, and until a further change, all Bonds which may be authenticated and delivered thereafter pursuant to Article III shall bear such new designation. If additional Bonds of any particular series, of which series Bonds are outstanding at the time of any such change, shall at any time thereafter be authenticated and delivered, or if any Bonds bearing such new designation are authenticated and delivered thereafter pursuant to this Article II in exchange or substitution for or upon transfer of any such Bonds, the Company shall provide for the exchange of all Bonds of such series at the time outstanding for new Bonds of like series and maturity bearing the new general designation, at the option of, but without expense to, the holders.

SECTION 2. Subject to determination from time to time by the Board of Directors, as expressed from time to time in one or more indentures supplemental hereto, which the Company is hereby authorized to execute and deliver to the Trustee, the Bonds of any series:

(a) shall bear interest at such rate and be payable, as well the interest as the principal thereof, at such time or times, and at such place or places, as may be determined by the Board of Directors and expressed in such Bonds;

(b) shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts;