

acted by resolution of its Board of Directors, any other corporation when authorized by its Board of Directors, and the Trustee, from time to time and at any time, subject to the conditions and restrictions in this Indenture contained, may enter into an Indenture or Indentures supplemental hereto and which thereafter shall form a part hereof for any one or more of the following purposes:

(e) to close this Indenture against, or to restrict, in addition to the limitations and restrictions herein contained, the authentication and delivery of additional Bonds hereunder by imposing additional conditions and restrictions to be thereafter observed, whether applicable in respect of all Bonds authenticated and delivered and to be authenticated and delivered hereunder or in respect of one or more series thereof, or otherwise;

(f) to add to the covenants and agreements of the Company in this Indenture contained, other covenants and agreements thereafter to be observed and to surrender any right or power herein reserved to or conferred upon the Company, although the freedom of action of the Company may be materially restricted thereby;

(g) to convey, transfer and assign to the Trustee, and to subject to the lien of this Indenture, with the same force and effect as though included in the granting clauses hereof, additional properties hereafter acquired by the Company, whether through consolidation, merger or by purchase or otherwise and to correct or amplify the description of any properties at any time subject to the lien of this Indenture;

(h) to make such provisions in regard to matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture;

(i) to modify any of the provisions of this Indenture or to relieve the Company from any of the obligations, conditions or restrictions herein contained, provided that no such

modification shall be or become operative or effective which shall in any manner impair any of the rights of the Bondholders or of the Trustee, while any Bonds of any series established prior to the execution of such supplemental Indenture shall remain outstanding, and provided, further, that such supplemental Indenture shall be specifically referred to in the text of all Bonds of any series established after the execution of such supplemental Indenture; and provided, also, that the Trustee may in its uncontrolled discretion decline to enter into any such supplemental Indenture which in its opinion may not afford adequate protection to the Trustee when the same shall become operative; or

(j) for any other purpose not inconsistent with the terms of this Indenture, or for the purpose of curing any ambiguity or curing, correcting or supplementing any defect or inconsistent provision contained in this Indenture or any supplemental Indenture;

and the Company hereby covenants that it will fully perform all the requirements of any such supplemental Indentures which may be in effect from time to time; but no restriction or obligation imposed hereby or by any supplemental Indenture upon the Company in respect to any of the Bonds or series of Bonds then outstanding under this Indenture, be waived or modified by such supplemental Indenture, or otherwise. Nothing in this Article contained shall affect or limit the right or obligation of the Company to execute and deliver to the Trustee any instrument of further assurance or other instrument which shall be in this Indenture it is provided shall be delivered to the Trustee.

SECTION 2. The Trustee is hereby authorized to join with the Company or any other corporation in the execution of any such supplemental Indenture authorized or permitted by the terms of this Indenture, and to make the further agreements and stipulations which may be therein contained.

ARTICLE XV.

MEETINGS OF BONDHOLDERS.

SECTION 1. Modifications and alterations of this Indenture, of any Indenture supplemental hereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made as hereinafter provided in this Article XV.

SECTION 2. The Trustee may at any time call a meeting of the Bondholders, and it shall call such a meeting on the written request of the Company or of not less than ten per cent. (10%) of the Bondholders. In the event of the Trustee's failing for ten days to call a meeting after being thereto requested as above set forth, ten per cent. (10%) or more of the Bondholders, or the Company pursuant to resolution of the Board, may call such meeting. Every such meeting called at the instance of the Trustee shall be held at the principal office of the Trustee, but if called by or at the request of the Bondholders or of the Company shall be held at such place in the Borough of Manhattan, The City of New York, or in the City of Chicago, Illinois, as the case may be, as may be specified in the notice calling such meeting or requesting such meeting to be called. If such meeting is called by the Trustee, written notice thereof, stating the place and time thereof and in general terms the business to be submitted, shall be mailed by the Trustee not less than thirty days before such meeting.

(a) to each registered owner of Bonds then outstanding addressed to him at his address appearing (if at all) on the registry books,

(b) to each holder of Bonds then outstanding payable to bearer who shall have filed with the Trustee an address for notice, addressed to him at such address,

(c) to each holder of Bonds then outstanding addressed to him as his name and address appears in the most recent information in the possession of the Trustee, as provided in Section 23 of Article IV hereof, and

(d) to the Company addressed to it at Topeka, Kansas,

and shall be published by the Trustee at least once in each of four successive calendar weeks immediately preceding the meeting in an authorized newspaper of the Borough of Manhattan, The City of New York, and in an authorized Chicago, Illinois, newspaper, provided, however, that the mailing of any such notice shall in no case be a condition precedent to the validity of any action taken at such meeting. If such meeting is called by the Bondholders or the Company, after failure of the Trustee to call the same after being requested as to do in accordance with this Section 2, notice of such meeting shall be sufficient for all purposes hereof if given by newspaper publication as aforesaid stating the place and time of the meeting and in general terms the business to be submitted. Any meeting of Bondholders shall be valid without notice if the holders of all Bonds then outstanding are present in person or by proxy and if the Company and the Trustee are present by duly authorized representatives, or if notice is waived before or after the meeting by the Company, the holders of all Bonds outstanding and by the Trustee.

All holders of Bonds at the time of such meeting shall be entitled to vote thereat; except that

(a) with respect to bearer Bonds which have been stamped or upon which has been made a notation recording the issue of a certificate for voting at such meeting issued in the manner provided in Section 3 of this Article XV (whether or not such Bonds are thereafter registered as to principal) only the holder of such certificate and his proxies shall be entitled to vote such Bonds at said meeting and any adjournment thereof;

(b) the Trustee may, and upon request of the Company or of not less than twenty-five per cent. (25%) of the Bondholders shall, fix a day not exceeding ninety days preceding the date for which the meeting is called as a record date for the determination of holders of Bonds registered as to principal and holders of registered Bonds entitled to notice of and to vote at such meeting and any adjournment thereof, and only such registered owners who shall have