SECTION 4. All Bonds of 1969 Series delivered to the Trustee in lieu of cash, purchased by the Trustee or redeemed for the sinking fund or made the basis for any reduction in the amount of the sinking fund in accordance with the provisions of this Article, together with the unmatured coupons thereto appertaining, shall be cancelled by the Trustee which shall deliver them to the Company. Bonds of 1969 Series so cancelled shall not be reissued and, so long as any Bonds of 1969 Series are outstanding, no additional Bonds shall be authenticated and delivered in substitution therefor and no property or obligation shall be released or cash withdrawn or reduced under the provisions of the Original Indenture on the basis thereof.

SECTION 5. So long as any Bonds of 1969 Series are outstanding, not more than Twenty-five thousand Dollars ($25,000) in cash shall, in any one year, be credited on account of the sinking fund payments or used by the Trustee to purchase Bonds of 1969 Series for the sinking fund pursuant to the provisions of Section 5 of Article VIII of the Original Indenture out of any moneys received by the Trustee upon the release from the lien of the Original Indenture of any electric properties or in payment of principal of, or upon the release of, obligations deposited with the Trustee upon any such release pursuant to paragraphs (1) and (2) of Section 3 (d) of Article VII of the Original Indenture.

ARTICLE V.

ADDITIONAL COVENANTS.

The Company hereby covenants and agrees that:

SECTION 1. So long as any of the Bonds of 1969 Series shall remain outstanding, the Company will not (*a*) declare or pay any dividend or make any distribution (except dividends payable, or distributions made, in shares of its common stock and except for redemption of its preferred stock) to the holders of any shares of any class of its capital stock, except out of earned surplus of the Company available for dividends computed in accordance with good accounting practice, or (*b*) repurchase

any shares of its common stock except out of earned surplus, or (*c*) repurchase any shares of its preferred stock out of surplus created by reduction in the par or stated value of its common stock or the cancellation of shares of its common stock. In determining such earned surplus, the Company will charge against its earnings, during the calendar year ending December 31, 1939 and during each calendar year thereafter, and credit to reserves for depreciation and property retirement, amounts which shall aggregate not less than (*i*) fifteen per cent of the gross operating revenues of the Company for such calendar year after deducting from such gross operating revenues the cost to the Company of electric energy purchased for resale and the cost to the Company of the net amount of electric energy received by the Company on interchange and of the net amount of gas delivered by the Company on interchange, less (*ii*) the amounts expended for current maintenance during such calendar year. Any stock issued in lieu of common stock of the Company shall be deemed common stock for the purpose of this Section. Nothing herein contained shall prevent the merger of the Company into any other corporation or prevent the sale by the Company of its property as an entirety or substantially as an entirety as permitted in Article XII of the Original Indenture.

SECTION 2. So long as any Bonds of 1969 Series are outstanding, the Company will not issue or permit the issue of any Bonds, secured by the Original Indenture, which are payable in any currency or money other than in coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

SECTION 3. So long as any Bonds of 1969 Series are outstanding, in the event that all or substantially all of the gas properties (either with or without including the gas property in the City of Atchison, Kansas) shall have been released as an entirety from the lien of the Original Indenture, the Company will, at any time or from time to time within six months after the date of such release, retire Bonds outstanding under the Original Indenture in an aggregate principal amount equal to the lesser of