ARTICLE V.

The Trustees.

The Trustees accept the trust created by this Supplemental Indenture upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth. The recitals in this Supplemental Indenture are made by the Company only and not by the Trustees. Each and every term and condition contained in *Article 13* of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE VI.

Miscellaneous Provisions.

Section 1. So long as any Bonds of the 1981 Series are outstanding, unless this requirement shall be waived in writing or by vote by the holders of not less than seventy-five per centum (75%) in principal amount of the Bonds of the 1981 Series at the time of such waiver outstanding, in addition to complying with any net earnings requirements provided for in the Original Indenture, the Company shall also comply with such net earnings requirements modified so that net operating revenues attributable to gas systems and plants leased from others shall be excluded; and in order to show such compliance, the Company, whenever it shall be required under the Indenture to file with the Principal Trustee a "net earnings certificate" in conformity with the provisions of *§1.06* of the Original Indenture, shall also file an additional similar certificate as to the Company's net earnings for the period covered by said "net earnings certificate" in which the net earnings of the Company shall be computed in accordance with the provisions of said *§1.06*, except that (a) there shall be excluded from

the gross operating revenues derived from the gas business required to be shown by *Clause (1)* of *subdivision (A)* of *§1.06* an amount equal to the gross operating revenues attributable to any gas systems and plants leased from others, and (b) there shall be excluded from the operating expenses required to be shown by *Clause (2)* of *subdivision (A)* of said *§1.06* an amount equal to all operating expenses attributable to any such gas systems and plants.

Section 2. The Indenture is in all respects ratified and confirmed, and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Indenture on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All covenants and provisions of the Indenture shall continue in full force and effect, and this Supplemental Indenture shall form part of the Indenture. All terms defined in *Article 1* of the Original Indenture shall, for all purposes of this Supplemental Indenture, have the meanings in said *Article 1* specified, unless the context otherwise requires.

Section 3. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Supplemental Indenture, shall be a Sunday or a legal holiday or a day on which banking institutions in the City of New York, or Kansas City, Missouri, are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a Sunday or legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Supplemental Indenture, and no interest shall accrue for the period after such nominal date.