

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 Company, with the approval of the Principal Trustee, may enter into a written agreement with the holder of any fully registered Bond of the 1983 Series providing for the payment by the Principal Trustee of the redeemed portion of the principal of and the premium, if any, on such Bond directly to such registered holder without presentation or surrender thereof (provided that the Bond is not being redeemed or paid in full) if there shall be filed with the Principal Trustee a copy of such agreement and if such agreement shall provide

(a) that in each case in which payment shall be so made such registered holder will promptly make notation of any such payment on such Bond of the portion so redeemed and notify the Principal Trustee in writing that such notation has been made, and

(b) that such registered holder shall not sell, transfer or otherwise dispose of any such Bond unless prior to delivery thereof such Bond shall have been exhibited to the Principal Trustee or surrendered in exchange for a new Bond or Bonds for the unredeemed balance of the principal amount thereof.

The Principal Trustee is authorized to approve, and to act in accordance with, any such agreement and shall not be liable or responsible to any such holder or to the Company or to any other person for any act or omission to act on the part of the Company or any such holder

in connection with any such agreement. The Company will indemnify and save the Principal Trustee harmless against any liability resulting from any such act or omission and against any liability resulting from any action taken by the Principal Trustee in accordance with the provisions of any such agreement.

SECTION 3. 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 4. 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 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 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.

SECTION 5. The Company is carrying on the business of a public utility.