104 104 all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XIII of the Orig-inal Indenture, as amended by the Second Supplemental Indenture, shall apply to and form part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full mental Indenture. priate to make the same conform to the provisions of this Supplewith such omissions, variations and insertions, if any, as may be appromental Indenture or for or in respect of the recitals contained herein whatsoever for or in respect of the validity or sufficiency of this Supplevided, created or supplemented and agrees to perform the same upon the terms and conditions herein and in the Original Indenture, as amended, set forth and upon the following terms and conditions. execution of any of such Bonds shall be the proper officers of the Company, although at the nominal date of any such Bond any such person shall not have been such officer of the Company. behalf of the Company by such persons as at the actual date of the Bonds may be signed or sealed by manual or facsimile signature on ceased to be such officer or officers of the Company; and also any such the person or persons who so signed or sealed such Bonds had not tieated, issued and delivered with the same force and effect as though or delivered by the Company, such Bonds nevertheless may be authensigned and sealed shall have been actually authenticated by the Trustee shall cease to be such officers of the Company before such Bonds so initial issuance of Bonds of the Teuth Series manually or by facsimile Bonds of the Tenth Series or of any series initially issued after the of the aforesaid Section 12, may be by facsimile Assistant Secretaries whose signature, notwithstanding the provisions shall be thereanto affixed and attested by its Secretary or one of its may be by facsimile, and its corporate seal (which may be in facsimile) Section 2. The Trustee shall not be responsible in any manner SECTION, 1. The Trustee accepts the trusts herein dechared, pro-In case any of the officers who have signed or sealed any of the Miscellaneous Provisions. ARTICLE VII. 42 IN WITNESS WHEREOF, THE KANSAS POWER AND LIGHT CONCANT, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or a Vice President, and its corporate seal to be attented by its Secretary or an Assistant Secretary for and in its behalf, and its Secretary of the second part, has to be signed and sealed by its President or a Vice President and its caused its corporate name to be hereunto affixed, and this instrument executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same Indenture shall not be deemed to be any part thereof. instrument. SECTION 4. Nothing in this Supplemental Indenture, expressed or implied, is intended or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the coupons outstanding under the Indenture. mental Indenture or any covenant, condition, stipulation, promise or SECTION 3. Whenever in this Supplemental Indenture either of the parties pereto is named or referred to, such reference shall, subject to the provisions of Articles XII and XIII of the<sup>3</sup>Original Indenture, be deemed to include the successors and assigns of such party, and all the evenjants and agreements in this Supplemental Indenture promises and agreements in this Supplemental Indenture contained by and on behalf of the Company shall be for the sole and exclusive agreement hereof, and all the covenants, conditions, stipulations, benefit of the parties hereto, and of the holders of the Bonds and of ture, any right, remedy or claim under or by reason of this Supplethe holders of the Bonds and coupons outstanding under the Indenwhether so expressed or not benefits of the respective successors and assigns of such contained by or on behalf of the Company, or by or on behalf of the Trustee shall, subject as aforesaid, bind and inure to the respective SECTION 6. SECTION 5. This Supplemental Indenture shall be simultaneously The titles of the several Articles of this Supplemental #3 parties,