

subject to this Mortgage Deed of Trust, all the property subject to this Mortgage Deed of Trust as an entirety as aforesaid, the successor corporation formed by such consolidation or into which the Company shall have been merged or which shall have purchased and received a conveyance and transfer as aforesaid—upon executing and causing to be recorded an instrument satisfactory to the Trustees, whereby such successor corporation shall assume the due and punctual payment of the principal and interest of said bonds and the performance of all the covenants and conditions of this Mortgage Deed of Trust—shall succeed to and be substituted for the Company, party of the first part hereto, with the same effect

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as if it had been named therein as such party of the first part; and such successor corporation thereupon may cause to be signed and may issue, either in its own name or in the name of the Kansas Electric Utilities Company, any or all of such bonds which theretofore shall not have been authenticated and issued by the Corporate Trustee and upon the order of said successor corporation, in lieu of the Company and subject to all the terms, conditions and restrictions herein prescribed, the Corporate Trustee shall authenticate and deliver any of such bonds which previously shall have been signed and delivered by the officers of the Company to the Corporate Trustee for authentication and any of such bonds which such successor corporation thereafter shall cause to be signed and delivered to the Corporate Trustee for that purpose. All the bonds so issued shall, in all respects, have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this Mortgage Deed of Trust, as though all of said bonds had been issued at the date of the execution hereof.

Section 4. For every purpose of this Mortgage Deed of Trust, including the execution, issue and use of any and all bonds hereby secured, the term "Company" includes and means, not only the party of the first part hereto, but also any successor corporation. Every such successor or purchasing corporation shall possess and from time to time may exercise each and every right and power hereunder, of the The Kansas Electric Utilities Company in its name or otherwise.

Section 5. Any act or proceeding by any provision of this mortgage Deed of Trust authorized or required to be done or performed by any board or officer of the Company, shall and may be done and performed with like force and effect by the like board or officer of any corporation that shall, at the time, be such lawful sole successor or purchaser of the Company.

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Nevertheless, before the exercise of the powers conferred by this article, the Company, by instrument in writing executed by authority of two-thirds of its board of directors and delivered to the Corporate Trustee, may surrender any of the powers reserved to the Company or to such successor corporation; and thereupon such power so surrendered shall terminate.

ARTICLE XV.

Whenever any of the expressions "The Trustee," "Corporate Trustee" or "Co-Trustee" is used in this Instrument, on in the bonds or coupons, such expression shall be held to include and mean the Trustees, corporate Trustee or Co-Trustee (as the case may be) for the time being under the terms of this Instrument, whether the original or some successor or substitute. In case the Corporate Trustee hereunder shall become legally consolidated with any other corporation, the consolidation corporation shall thereby become and be the Corporate Trustee under this Instrument. The Trustees shall not be responsible for the correctness of any of the recitals or representations in this Instrument or in said bonds contained or with respect to the disposition of the proceeds of the bonds secured hereby. It shall be no part of the duty of the Trustees to see to the execution, acknowledgment or recording of this Instrument or any supplemental instrument, as a mortgage or conveyance of real or personal estate, or to do any other act which may be suitable and proper to be done to make this Instrument or any supplemental instrument, lien, or to continue, extend or supplement such lien, or for giving notice of the existence of such lien; nor shall the Trustees have any responsibility as to the validity of this instrument, nor as to the amount or extent of the security afforded by the property hereby conveyed, nor as to the validity or priority of any bonds issued hereunder, nor as to the performance by the Company of any of its

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covenants or obligations hereunder. It shall be no part of the duty of the Trustee to see to the insurance of any part of the property hereby mortgaged, or to effect such insurance itself, or to require the deposit with them of insurance policies, or to pay or to keep themselves advised as to the payment of rents, taxes, or assessments of or upon any of the mortgaged property; but the Trustees of the Corporate employ agents Trustee may, in their or its discretion, and at the expense of the Company, do any or attorneys, all of such matters or things, or require the same to be done, The Trustees, or either of them, may select and employ, in and about the execution of any of the duties incumbent upon them hereunder, suitable agents and attorneys, and the Trustees shall not be answerable for any act, default or misconduct of any such agent or attorney appointed in pursuance hereof if such agent or attorney shall have been selected with reasonable care; nor shall the Trustees be otherwise responsible or accountable under any circumstances. The Trustees shall be under no obligation or duty to perform any act hereunder, or to defend any suit in respect hereof until indemnified to their satisfaction; nor shall they be required to take notice, nor be deemed to have notice or knowledge, of any default of the Company in respect to any of its covenants and agreements herein contained, unless the Trustees shall have been specifically notified of such default in writing by the holder or holders of not less than five per centum in amount of the bonds then outstanding hereunder; nor shall the Trustees be bound to recognize any person as a bondholder unless or until such holder shall produce his said bonds and shall deposit the same with the Corporate Trustee, and if required, satisfactorily establish his title thereto, and every action taken by the Trustees upon the request of any person who at the time is the owner or holder of any bond or

Company may
Consolidate

Successor
Company may
issue bonds
not previously
authenticated by
Corporate
Trustee.

Trustees
Defined.

Consolidation
by Corporate
Trustee.

Duties and
exemptions of
Trustees.

To be indemnified.

Title of
bondholder
to be proved.