

and maintenance expenses of its property, including taxes and the interest maturing on other bonds or obligations secured by mortgage or other instrument prior in lien to this indenture upon the trust estate, first, to pay the interest maturing upon the bonds; and such income, whether before or after the happening of an event of default, and whether the mortgaged premises be operated by the Company or by the Trustees under any power reserved under this indenture, or by a receiver or receivers by any court appointed, at the instance of the Company, or of the Trustees, or of any mortgagee, stockholder, creditor or other person interested in the Company subject only as otherwise in this indenture specifically provided, shall be applied to the payment of the principal and interest of the bonds.

Section 2. If when the bonds become due and payable, the Company shall well and truly pay or cause to be paid the whole amount of the principal and interest, due upon all of the bonds and coupons, then outstanding, or shall provide for the payment of such bonds and coupons by depositing with the Corporate Trustee the entire amount due or to become due thereon for principal and interest, and shall also pay or cause to be paid all other sums payable hereunder by the Company, and shall well and truly keep and perform, according to the true intent and meaning of this indenture, all covenants herein required to be kept and performed by it, then and in that case, at the election of the Company, all the property rights and interests hereby conveyed, or assigned or pledged shall revert to the Company, and the estate, right, title and interest of the Trustees shall hereupon cease, determine, and become void, and in such case, on written demand of the Company, and at its cost and expense, the Trustees shall enter satisfaction of this indenture upon the record, and shall assign and transfer, or cause to be assigned and transferred, and shall deliver or cause to be delivered to the Company, all personal property and securities then held by the Trustees hereunder; otherwise this indenture shall be continued and remain in full force and effect.

ARTICLE.

CONSOLIDATION, MERGER AND SALE.

Section 1. Nothing in this indenture shall prevent the consolidation or merger with the Company of any other Company or companies or prevent any consolidation or merger of the Company with any other company or companies, or prevent the sale by the Company to any other company of its property as an entirety, provided that any such consolidation or merger shall be on such terms as to preserve and not to impair the lien or security under this indenture, or any of the rights and powers of the Trustees or of the holders of the bonds, and that any successor corporation formed by such consolidation, or by the corporation into which the Company shall be merged, shall as a part of such consolidation or merger, expressly assume the due and punctual payment of the principal and interest of all bonds issued and to be issued under this indenture, and the performance of all the covenants and conditions of this indenture; and provided that, as a condition of any such sale of the property of the Company as an entirety, the corporation to which such property shall be sold as an entirety, shall, as a part of the purchase price thereof, assume the due and punctual payment of the principal and interest of the bonds issued under this indenture, and the performance of all the covenants and conditions of this indenture, and shall simultaneously with the delivery to it of such conveyance, execute and deliver to the Trustee a proper indenture, running to the Trustees, in form satisfactory to the Corporate Trustee, whereby such purchasing corporation shall so assume the due and punctual payment of the principal and interest of all the bonds, to be issued under this indenture, and the performance of all the covenants and conditions of this indenture.

Section 2. In case any company or companies shall be consolidated with or merged into the Company, or in case the Company shall be consolidated with or merged into any other corporation, or in case of the sale of the property of the Company as an entirety, the corporation formed by such consolidation, or into which the Company shall be then merged, or to which such sale shall have been made, upon executing and delivering to the Trustees and causing to be duly recorded a proper indenture running to the Trustees in form satisfactory to the Corporate Trustee whereby such corporation shall assume the due and punctual payment of all the bonds and the performance of all the covenants and conditions of this indenture, shall succeed to and be substituted for the Company with the same effect as if it had been named herein, as party of the first part hereto, and such corporation may hereupon cause to be signed, and may issue, either in its own name or in the name of the Company, any or all of the bonds which shall not theretofore have signed by the Company, and delivered to the Corporate Trustee, upon the order of such corporation, in lieu of the Company, and subject to all of the terms, conditions, and restrictions herein prescribed, shall authenticate any and all bonds which shall have been previously signed by officers of the Company and delivered to the Corporate Trustee for authentication, and any such bonds which such corporation shall hereafter cause to be signed and delivered to the Corporate Trustee for that purpose. The bonds so issued shall in all respects have the same legal right and security as the bonds heretofore issued, in accordance with the terms of this indenture as though all such bonds had been actually issued by the Company as of the date of the execution hereof.

Section 3. For every purpose of this indenture, including the execution, issue and use of any and all of the bonds, the term "Company" includes and means not only the Kansas Electric Power Company, but also any such successor corporation. Every such successor corporation shall possess, and from time to time may exercise each and every right and power hereunder of the Kansas Electric Power Company, in its name and otherwise, and any act or proceeding by any provision of this indenture required to be done or performed by any board or officer of the Company, may be done or performed with like force and effect by the like board or officer of any corporation that shall, at the time, be such lawful successor of the Company.