

## ARTICLE THIRTEEN.

## EVIDENCE OF RIGHTS OF BONDHOLDERS.

Section 86. Any request, consent or other instrument required by this Indenture to be signed and executed by Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent or agents duly appointed in writing. Proof of the execution of any such request or other instrument or of a writing appointing any such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustees or of the Company, if made in the manner provided in this Article.

Section 87. The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof.

Section 88. The amount of Bonds transferable by delivery held by any person executing any such request or other instrument as a Bondholder, and the distinguishing numbers of the Bonds held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depository (wherever situated), if such certificate shall be deemed by the corporate Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depository, or exhibited to it, the Bonds therein described; or such facts may be proved by the certificate or affidavit of the person executing such request or other instrument as a Bondholder, if such certificate or affidavit shall be deemed by the corporate Trustee to be satisfactory. The Trustees and the Company may conclusively assume that such ownership continues until written notice to the contrary is served upon the corporate trustee. The fact and date of execution of any request or other instrument and the amount and distinguishing numbers of Bonds held by the person so executing such request or other instrument may also be proved in any other manner which the corporate Trustee may deem sufficient.

The ownership of coupon Bonds registered as to principal and registered Bonds without coupons shall be proved by the register of such Bonds.

Any request or consent of the holder of any Bond shall bind every future holder of the same Bond and the holder of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done by the Trustees or either of them in pursuance of such request or consent.

## ARTICLE FOURTEEN.

## MERGER, CONSOLIDATION, TRANSFER OR LEASE.

Section 89. Nothing in this Indenture contained shall prevent any consolidation or merger of the Company with or into any other corporation or corporations, or any conveyance, transfer or lease, subject to the lien of this Indenture, of all or substantially all the mortgaged property as an entirety to any corporation lawfully entitled to acquire or lease and operate the same; provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the lien or security of this Indenture or any of the rights or powers of the Trustees or the Bondholders hereunder; and provided, further, that every such lease shall be made expressly subject to termination by the Company or by the Trustees at any time upon the happening of an event of default hereunder, and also by the purchaser at any sale hereunder of the property so leased, whether such sale be made under the power of sale hereby conferred or pursuant to judicial proceedings; and provided, further, that, upon and in connection with any such consolidation, merger, conveyance or transfer the due and punctual payment of the principal of and interest on all the Bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Indenture to be performed or observed by the Company, shall be assumed by the successor corporation formed by such consolidation or into which such merger shall have been made or which acquires by conveyance or transfer all or substantially all the mortgaged property as an entirety; and such successor corporation shall execute and deliver to the Trustees, simultaneously with such consolidation, merger, conveyance or transfer an indenture supplemental hereto containing,

(1) an agreement on the part of such successor corporation punctually to make all such payments and to perform and observe all the covenants and conditions of this Indenture to be performed or observed by the Company, with the same effect and to the same extent as if the maker of such agreement had been the party of the first part hereto, and

(2) a grant, conveyance, transfer and mortgage of the character described in Paragraph A or Paragraph B of the following Section 90;

and provided, further, that, upon and in connection with any such lease, the lessee under such lease shall execute and deliver to the Trustees, simultaneously with such lease, an indenture supplemental hereto containing a grant, conveyance, transfer and mortgage subjecting to the direct lien of this Indenture all properties and franchises of the character described in Paragraph B of the following Section 90 which may be acquired by such lessee after the date of such lease.

Section 90. In case the Company, pursuant to Section 89 hereof, shall be consolidated with or merged into any other corporation or corporations or shall convey or transfer, subject to the lien of this Indenture, all or substantially all the mortgaged property as an entirety, the successor corporation formed by such consolidation or into which the Company shall have been merged or which shall have received a conveyance or transfer as aforesaid, upon causing to be recorded the supplemental indenture referred to in said Section 89, shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the mortgagor company, subject, however, to the following limitations and restrictions:

A. If said supplemental indenture shall contain a grant, conveyance, transfer and mortgage in terms sufficient to include and subject to the lien of this Indenture all property and franchises then owned and which may be thereafter acquired by such successor corporation (other than property of the character herein defined as excepted property), thereupon and thereafter such successor corporation may cause to be executed, either in its own name or in the name of Peoples Utilities Kansas Corporation, and delivered to the corporate Trustee for authentication, any Bonds issuable