

the corporate Trustee hereunder, and to receive and use the rents, issues, income, revenues, earnings and profits thereof.

Section 102. If the Company shall pay and discharge the entire indebtedness hereby secured in any one or more of the following ways, to wit:

A. By well and truly paying or causing to be paid the principal of (including redemption premium, if any) and interest on all the Bonds outstanding hereunder, as and when the same become due and payable;

B. By depositing with the corporate Trustee, in trust, at or before maturity, the entire amount due and to become due on all the Bonds then outstanding hereunder, for both principal and interest, and redemption premium, if any;

C. By delivering to the corporate Trustee, cancelled or for cancellation, Bonds outstanding hereunder, together with all unpaid coupons thereto belonging;

and if the Company shall also pay or cause to be paid all other sums payable hereunder by the Company, then and in that case this Indenture and the lien, rights and interests hereby granted of the Company, forthwith cause satisfaction and discharge of this Indenture to be entered upon the record at the cost and charge of the Company, and shall execute and deliver such instruments of satisfaction as may be necessary, and forthwith the estate, right, title and interest of the Trustees or either of them in and to any securities, cash (except money deposited under this thereupon cease, determine and become null and void and the Trustees shall in such case transfer, deliver and pay the same to or upon the written order of the Company.

The Company may at any time surrender to the corporate Trustee, cancelled or for cancellation, any Bonds previously authenticated and delivered hereunder, together with all unpaid coupons thereto belonging, which the Company may have acquired in any manner whatsoever, and such Bonds and coupons, upon such surrender and cancellation, shall be deemed to be paid and retired. The corporate Trustee shall be under no duty whatsoever to inquire into the ownership of any Bonds or coupons delivered to it by the Company as aforesaid.

#### ARTICLE EIGHTEEN

##### SUNDRY PROVISIONS.

Section 103. All the covenants, stipulations, promises and agreements in this Indenture contained, by or in behalf of the Company, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 104. Nothing in this Indenture expressed or implied is intended or shall be construed to give to any individual or corporation other than the Company, the Trustees, and the holders of the Bonds and coupons issued hereunder, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustees and the holders of the Bonds and coupons issued hereunder.

Section 105. In order to facilitate transactions hereunder, this Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustees shall preserve undestroyed, shall together constitute but one and the same instrument.

The Company hereby acknowledges receipt from the Trustees of a full, true and complete copy of this Mortgage and Indenture.

IN WITNESS WHEREOF, Peoples Utilities Kansas Corporation has caused this Indenture to be signed in its corporate name by its President or a Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and Peoples Trust and Savings Bank, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its President or a Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, or its Trust Officer or an Assistant Trust Officer, and A. L. Warner, in token of his acceptance of the trusts created hereunder, has hereunto set his hand and seal, all as of the day and year first above written.

PEOPLES UTILITIES KANSAS CORPORATION,

By H. H. HENLEY (Corp. Seal)  
Vice-President

Attest:

WALLACE L. CALDWELL  
Secretary.

Signed, sealed and delivered by PEOPLES UTILITIES KANSAS CORPORATION in the presence of:

J. E. DORSEY

BETTY M. JONES

PEOPLES TRUST AND SAVINGS BANK

By A. L. WARNER (Corp. Seal)  
President.