

## DOUGLAS COUNTY

shares of stock shall be held in pledge hereunder to the same percentage with respect to its total outstanding shares as the percentage of the shares of such former corporation which were held in pledge hereunder immediately prior to such merger or consolidation and except any transfer or lease of properties to the Company or any other corporation whose shares of stock shall be held in pledge hereunder to the same percentage with respect to its total outstanding shares as the percentage of the shares of such former corporation which were held in pledge hereunder immediately prior to such transfer or lease of properties.

The corporate Trustee shall be fully protected in the giving of any proxy or proxies or powers of attorney to the Company pursuant to the foregoing provisions and shall not be responsible for any abuse or mistake in the construction of any such instrument.

SECTION 106. The corporate Trustee may do whatever may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of any corporation whose stock is pledged hereunder, and for such purpose may, from time to time, sell, assign, transfer and deliver so many shares of the stock of any such corporation as may be necessary to qualify persons to act as directors thereof or in any other official relation to any such corporation. The corporate Trustee may likewise, in its discretion, protect the properties affected by any of the stocks, bonds or other securities that may, from time to time, be pledged hereunder, by instituting or joining in judicial proceedings, by the purchase at judicial sale of property so affected, by joining in any reorganization (voluntary or involuntary) of such property or of any corporation owning the same, or in any other manner that the corporate Trustee may deem expedient. Whenever the Company, while not in default hereunder to the knowledge of the corporate Trustee, shall file with the corporate Trustee a written request, and shall state that the Company has no shares of stock available for that purpose under its control other than shares pledged under this Indenture, the corporate Trustee shall transfer or cause to be transferred to persons designated by the Company in such request, a sufficient number of shares then held by the corporate Trustee hereunder to qualify such persons to act as directors or in any other official relation to any corporation whose stock is pledged hereunder.

#### ARTICLE TWENTY. SUNDRY PROVISIONS.

SECTION 107. 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 108. No recourse shall be had for the payment of the principal of, or the interest on, any Bond, or for the payment of any coupon, or for any claim based thereon or otherwise in respect thereof or of this Indenture or any indenture supplemental hereto, against any incorporator or against any stockholder, director or officer, past, present or future, of the Company, as such, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for arrear stock subscriptions or by virtue of any constitution, statute, or rule of law or equity, or by the enforcement of any assessment or penalty or otherwise howsoever; all such liability being hereby expressly waived and released as a condition of and as part of the consideration for the execution of this Indenture and for the issue of such Bonds and coupons.

SECTION 109. Nothing in this Indenture expressed or implied is intended or shall be construed to give to any person or corporation other than the Company, the Trustee, and the holders of the Bonds and coupons issued hereunder, any right, remedy or claim under or in respect of this Indenture, or any indenture supplemental hereto, or any covenant, condition or provision herein or therein 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 Trustee and the holders of the Bonds and coupons issued hereunder.

SECTION 110. The lien upon and the right, title and interest in the mortgaged property hereby granted and conveyed to the corporate Trustee, and the rights, powers and duties herein conferred upon the corporate Trustee, shall be held, enforced, exercised and performed by it only to the extent that it may lawfully hold, enforce, exercise and perform the same in accordance with the laws of the State of Kansas. Anything herein contained to the contrary notwithstanding, this Indenture shall not be deemed to grant and convey to or confer upon the corporate Trustee any lien upon or right, title and interest in the mortgaged property, or any rights, powers or duties, except as permitted by the laws of the State of Kansas applicable in the premises. No limitation of or restriction on the lien of the corporate Trustee upon or its right, title and interest in the mortgaged property, or its rights, powers or duties, by reason of the laws of the State of Kansas, shall in any way limit, affect or impair the lien, or the right, title and interest, or the rights, powers or duties, of the individual Trustee.

SECTION 111. 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 of such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

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

IN WITNESS WHEREOF, KANSAS PUBLIC SERVICE COMPANY 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 The Chase National Bank of the City of New York, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Trust Officers, and Carl E. Buckley, 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.

(CORP. SEAL)

Attest:  
Gladys Ward  
Secretary.

Signed sealed and delivered by  
KANSAS PUBLIC SERVICE COMPANY

in the presence of:  
A.B. Hill  
W.H. Stewart

(CORP. SEAL)

Attest:  
P. C. Broadbloor  
Assistant Trust Officer.

Signed sealed and delivered by  
THE CHASE NATIONAL BANK OF THE  
CITY OF NEW YORK AND CARL E. BUCKLEY

in the presence of:  
W. Siders  
W. H. Stewart

KANSAS PUBLIC SERVICE COMPANY  
By O.L. McDaniel  
President

THE CHASE NATIONAL BANK OF THE  
CITY OF NEW YORK,  
By O. P. Farwell  
Second Vice-President

Carl E. Buckley  
(Carl E. Buckley)