

The Trustee shall be under no duty to give any notice of the execution or delivery of this Indenture or to file or record or cause to be filed or recorded this Indenture, or any instruments supplemental hereto, as a mortgage, conveyance or transfer of real or personal property, or otherwise, or to re-file or re-record or renew the same, or to procure any further, other, or additional instruments of further assurance, or to see to the delivery to it of any personal property intended to be mortgaged or pledged hereunder, or to do any other act which may be suitable to be done for the better maintenance or continuance of the lien or security hereof, or for giving notice of the existence of such lien, or for extending or supplementing the same or to see that any property intended now or hereafter to be conveyed in trust hereunder is subjected to the lien hereof.

SECTION 2. The Trustee shall not be under any obligation to institute, conduct or defend any litigation hereunder or in relation hereto or to take any action towards the execution or enforcement of the trusts hereby created, which in the opinion of counsel for the Trustee would be likely to involve the Trustee in expense or liability that it would not be entitled to collect out of the trust estate, unless, if required by the Trustee, one or more Bondholders shall furnish the Trustee with reasonable indemnity against such expense or liability; nor shall the Trustee be required to take any action in respect of any default unless requested to take action in respect thereof by a writing signed by the holders of at least twenty-five per cent. (25%) in aggregate principal amount of the Bonds issued hereunder and then outstanding. The Trustee shall give to the Bondholders notice of the happening of any completed default known to it, provided, however, that the Trustee may withhold the giving of such notice if and so long as the withholding of such notice is in its judgment made in good faith, in the interest of the Bondholders. Such notice shall be given by mail to the Bondholders as their names and addresses appear in the most recent information in the possession of the Trustee, as provided in Section 23 of Article IV hereof.

pay and by publishing such notice at least once a week, for four successive calendar weeks upon any secular day of each such calendar week, in a daily newspaper printed in the English language published and of general circulation in the City of Chicago, Illinois, and such resignation shall take effect upon the day specified in such notice unless previously a successor trustee shall have been appointed by the Bondholders or the Company, as hereinafter provided, and in such event such resignation shall take effect immediately on the appointment of such successor trustee. But the publishing of such notice of resignation need not be made if consent to such resignation shall have been given in writing by the holders of all Bonds at the time outstanding. The Trustee or any successor trustee may be removed at any time by the holders of a majority in principal amount of the Bonds, by an instrument or concurrent instruments in writing, signed in duplicate by Bondholders, of which one copy shall be filed with the Company, one with the Trustee. In case at any time the Trustee shall resign, or shall be removed or be dissolved or otherwise shall become incapable of acting, or in case control of the Trustee or of its officers shall be taken over by any public officers or officers, a successor trustee may be appointed by the holders of a majority in principal amount of the Bonds, by an instrument or concurrent instruments in writing signed in duplicate by such Bondholders, and filed, one copy with the Company and the other with the successor trustee; but until the successor trustee shall be so appointed by the Bondholders as herein authorized, the Company by resolution of its Board of Directors or, in case all or substantially all of the assets of the Company shall be in the possession of one or more receivers lawfully appointed, trustees in bankruptcy or reorganization proceedings (including a trustee or trustees appointed under the provisions of Chapter X of an Act to establish a uniform system of bankruptcy throughout the United States, approved July 1, 1938, as amended), or assignees for the benefit of creditors, such receivers, trustees or assignees, by an instrument in writing, may in any such case appoint a successor trustee. After any such appointment other than by the Bondholders, the Company, such receivers, trustees or assignees, as

SECTION 3. Except as herein otherwise provided, any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee on the Company shall be deemed to have been sufficiently given and served, for all purposes, by being deposited postage prepaid in a post office letter box in The City of New York, the City of Chicago, Illinois or the City of Topeka, Kansas, addressed (until another address is filed by the Company with the Trustee), as follows: The Kansas Power and Light Company, Topeka, Kansas.

SECTION 4. Subject to the provisions of Section 9 of Article VIII, any moneys which at any time shall be deposited by the Company with the Trustee, or with any other depository, or which the Trustee or such other depository shall be directed to apply for the purpose of paying any of the Bonds which shall become due and payable, either at maturity thereof or upon call for redemption or otherwise or for the purpose of paying the interest due and payable on the Bonds issued hereunder and all other moneys received by the Trustee under any provisions of this Indenture shall be and are hereby assigned, transferred and set over unto the Trustee or such other depository, as the case may be, in trust for the purposes for which the said moneys shall have been deposited, without liability on the Trustee or the depository as the case may be for interest thereon; and in the event of the appointment of a receiver or of a trustee of the Company or of its property, neither the Trustee nor such depository shall have any right, title or interest in said moneys so deposited or in any part thereof. Except as may be otherwise specified by law for trust funds, moneys held by the Trustee need not be segregated from any other funds and except as herein otherwise expressly provided the Trustee shall allow and credit to the Company interest on such moneys at such rate as the Trustee allows at the same time upon other deposits of similar character.

SECTION 5. The Trustee or any successor trustee may resign and be discharged from the trusts hereby created by giving not less than four weeks' prior written notice thereof to the Com-

pany and by publishing such notice at least once a week, for four successive calendar weeks upon any secular day of each such calendar week, in a daily newspaper printed in the English language published and of general circulation in the City of Chicago, Illinois, but any such notice shall be superseded by a successor trustee appointed by the Bondholders in the manner above prescribed. If such appointment be made prior to the expiration of six months from the date of the first publication of such notice by the Company, such receivers, trustees or assignees.

Every such successor trustee hereunder shall always be a bank or trust company or a national banking association in good standing, having its principal office in the Borough of Manhattan, The City of New York, the City of Chicago, Illinois, or the City of Topeka, Kansas, which is authorized to exercise corporate trust powers and is subject to supervision or examination by Federal or State authority and which has a capital and surplus aggregating not less than five million dollars (\$5,000,000) or such larger amount as may be required by the laws of any governmental authority having jurisdiction over the rules, regulations and orders of any regulatory body established thereunder, if there be such a bank or trust company or national banking association willing to accept the trust on customary terms. If, in a proper case, no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Section within three months after a vacancy shall have occurred in the office of the Trustee, the holder of any Bond or the retiring Trustee may apply to any court of competent jurisdiction to appoint a successor trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor trustee.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor trustee and to the Company or to the receivers, trustees, assignees or court appointing it as instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with all the estate, proper-