

(v) If any of the biddable property referred to in this Section 2 shall consist of property of the following nature, namely, patents, copyrights, trademarks, trade names, franchises, licenses, permits, rights, titles, interests, claims, or other intangible property, the resolutions, certificates, instruments, opinion of counsel, prior lien bonds and cash required by Section 1 of Article III of the Original Indenture, except that such documents shall be in lieu of the reduction of cash rather than to a withdrawal of cash from the escrow account, shall state the nature of property and the amount of cash required to purchase the same. The cost of gross property additions purchased, constructed or otherwise acquired over the cost of property additions retired during the period to be specified in such agent's certificate shall be required to be specified in such agent's certificate during which the property additions were purchased, constructed or otherwise acquired, retired by the Company, and the amount of cash required to purchase the same. Page 22

ARTICLE VII

Miscellaneous Provisions:

SECTION 1. The Trustee accepts the trusts herein declared, provided, created or supplemented and agrees to perform the same, upon the terms and conditions herein and in the Original Indenture as amended set forth and upon the following terms and conditions:

STAVROS 2: The Trustee shall not be responsible, in any manner, for the withdrawal, suspension or revocation of the Supplemental Indenture or for in respect of the validity or sufficiency of the Supplemental Indenture or for or in respect of the recitals contained herein, and all of which recitals are made by the Company solely. In general such recitals shall be true and correct in all material respects as of the date of the Supplemental Indenture, and every term and condition contained in Article XIII of the Original Indenture, as amended by the Supplemental Indenture, shall apply to and form part of the Supplemental Indenture with the same force and effect as if the same were herein set forth in full and without such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Supplement.

Section 3. Whenever in this Supplemental Indenture either of the parties hereto is named or referred to, such reference shall, subject to the provisions of Articles XII and XIII of the Original Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

Section 4. Nothing in this Supplemental Indenture, expressed or implied, is intended or shall be construed, to confer upon, or to give to, any holder of the Bonds, or any assignee of such holder, or to any other person, firm or corporation, other than the parties hereto and the holders of the Bonds and coupons outstanding under the Indenture, any right, remedy or claim under or by reason of this Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereunder, and all the covenants, conditions, stipulations, promises and agreements in this Supplemental Indenture contained hereby made by the Company shall be for the sole and exclusive benefit of the holders of the Bonds and the holders of the coupons outstanding under the Indenture.

Section 5. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Section 6. The titles of the several Articles of this Supplemental Indenture shall not be deemed to be any part thereof.

IT IS WITNESSED WHEREOF, THE KANSAS POWER AND LIGHT COMPANY, party hereto of the first part, has caused its corporate name to be printed on this instrument to be signed and sealed by its President, alias W. F. Hildner, its corporate seal to be attested by its Secretary or an Assistant Secretary, and its President, alias HANNAH TAYLOR SAVINEN, Secretary of the second part, and HANNA TAYLOR SAVINEN BANK, party hereto of the second part, has caused its corporate name to be printed on this instrument to be signed and sealed by its President or a Vice President and its