

separately from M1 upwards, and registered bonds without coupons of the denominations of \$1,000, numbered consecutively from RM1 upwards, and \$5,000 numbered consecutively from RY1 upwards, and any multiple of \$5,000 numbered consecutively from M1 upwards. Coupon Bonds and registered Bonds without coupons of the Seventh Series may be interchanged for each other in authorized denominations and in the same aggregate principal amounts, upon payment of the charges and subject to the terms and conditions set forth in the Original Indenture.

SECTION 3. The Coupon Bonds of the Seventh Series, the coupons to be attached thereto, and the registered Bonds of the Seventh Series without coupons shall be substantially in the following forms, respectively:

[FORM OF COUPON BOND]

THE KANSAS POWER AND LIGHT COMPANY
(Incorporated under the laws of the State of Kansas)

First Mortgage Bond, 3½% Series Due 1984

No. M

\$1,000

Due October 1, 1984

The Kansas Power and Light Company, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), which term shall include any successor corporation as defined in the Indenture hereinafter referred to, for value received, hereby promises to pay to the bearer or, if this Bond be registered, to the registered owner hereof, on the first day of October, 1984, the sum of One thousand dollars in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the first day of October, 1954, at the rate of three and one-eighth per cent (3½%) per annum, payable semi-annually on the first days of April and October in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of

such principal shall be discharged as provided in the Indenture hereinbefore mentioned, but only, in case of interest due on or before maturity, according to the tenor and upon presentation and surrender of the respective coupons therefor hereto attached as they severally mature. Both principal of, and interest on, this Bond are payable at the agency of the Company in the Borough of Manhattan, The City of New York, or at the option of the bearer or registered owner hereof, at the agency of the Company in the City of Chicago, Illinois.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount of the series hereinafter specified, all issued and to be issued and of equal tenor, and equally secured by a mortgage and deed of trust, dated July 1, 1939, executed by the Company, the Harris Trust and Savings Bank (herein called the "Trustee"), as Trustee, as amended by the Indenture hereinafter referred to, including the Indenture supplement thereto dated October 1, 1954 (hereinafter called the "Supplemental Indenture" and together with the Indenture and the Supplemental Indenture, the "Indenture"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearer or registered owner of the Bonds and of the Trustee in respect thereof, and the terms and conditions upon which the Bonds are, and are to be secured. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 3½% Series Due 1984" (herein called "Bonds of the Seventh Series") of the Company, issued under and secured by the Indenture executed by the Company to the Trustee.

To the extent permitted by, and as provided in, the Indenture, modifications or alterations of the Indenture or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made with the consent of the Company by an affirmative vote of not less than 80% in principal amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Indenture,