

multiple of \$5,000 numbered consecutively from R1 upwards. Coupon Bonds and registered Bonds without coupons of the Eighth 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.

SERIES 8. The Coupon Bonds of the Eighth Series, the coupons to be attached thereto, and the registered Bonds of the Eighth 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, 4 1/2% Series Due 1991

[Form of coupon bond]

No. M

The Kansas Power and Light Company, a corporation organized and existing under the laws of the State of Kansas, hereinafter called "the Company," do hereby certify that the coupon bond numbered M, of the First Mortgage Bonds of the Eighth Series, of the Company, is duly authorized and validly issued, and that the same is payable to the order of the holder thereof, and that the same is not subject to any lien or claim of any person other than the holder thereof. The principal amount of the said bond is \$1,000, and the same is payable on the first day of September, 1991, at the rate of four and three-quarters per cent (4 3/4%) per annum, payable semi-annually on the first days of March and September in each year until maturity, or if this bond shall be duly called for redemption, with 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 herein after 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 attested as they severally mature. Both principal 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 under and equally secured by a mortgage and deed of trust, dated July 1, 1929, executed by the Company to Harris Trust and Savings Bank (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto including the indenture supplemental thereto dated September 1, 1961 (herein called the "Supplemental Indenture of September 1, 1961"), between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called 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 bearers or registered owners of the Bonds and of the Trustee in respect thereto, 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, 4 1/2% Series Due 1991" (herein called "Bonds of the Eighth 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 to the holders of the Bonds, may be made by the affirmative vote of not less than 80% of the principal amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Indenture and by an affirmative vote of not less than 80% in principal amount of the Bonds of any series entitled to vote then outstanding and free of any such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding under the Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Company has reserved the right to make certain amendments to the Indenture, without any consent or other action by holders of Bonds of this series, to the extent necessary from time to time to qualify the Indenture under the Trust Indenture Act of 1939, all as more fully provided in the Indenture.