

other things necessary or expedient in their judgement to carry out the purposes of this resolution;

And, Whereas, the Company has full power under the laws of the State of Kansas to borrow money for its corporate purposes and issue its bonds therefor and pledge by Mortgage Deed of Trust all its property, rights and franchises to secure the payment thereof, and the Company now proposes to execute its First Mortgage Deed of Trust and from time to time hereafter to execute and issue for its lawful corporate purposes and to pay in part the purchase price of the property hereinafter described its corporate bonds to be thereby secured, as authorized by said resolutions of its Stockholders and of its Board of Directors;

And, Whereas, each of the bonds to be issued hereunder is to be substantially in the following form (which was the form adopted for such bonds in and by said resolution of said Board of Directors) to wit: (Form of Bond)

Form of Bond.

No. _____

UNITED STATES OF AMERICA
State of Kansas.

The Kansas Electric Utilities Company
First Mortgage Five Per Cent Gold Bond.

The Kansas Electric Utilities Company, a Kansas Corporation (hereinafter called the Company), for value received, hereby promises to pay to the bearer hereof, or if (p.4)

this bond be registered then to the registered holder hereof, the sum of _____ Dollars (\$ _____) in gold coin of the United States of America of or equal to the present standard of weight and fineness, on the first day of October, A.D. 1925, together with interest thereon, from date until paid, at the rate of five (5) per centum per annum, payable half-yearly in like gold coin on the first day of April and October in each year, in accordance with and upon presentation and surrender of the annexed interest coupons as they severally become due. Both principal and interest of this bond shall be payable at the Continental and Commercial Trust and Savings Bank, Chicago, Illinois, or at the option of the holder at First National Bank of the City of New York, New York, and so far as may be lawful, without deduction for any United States, State, County, Municipal or other tax or taxes, or other governmental charge which the Company or its successors or assigns or any one acting in behalf of it or them may be required to pay, or to deduct, or retain under any present or future law.

This bond is one of an issue of First Mortgage Five Per Cent. Gold Bonds of the Company, issued and to be issued to an aggregate principal amount of not exceeding One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000), under and in accordance with the terms and conditions of and equally secured to be paid by the First Mortgage Deed of Trust, of even date herewith, of the Company to Continental and Commercial Trust and Savings Bank, as Corporate Trustee, and Frank. H. Jonas, as Co-Trustee, to which Mortgage Deed of Trust reference is hereby made for a description of the properties mortgaged, the nature and extent of the security and the rights of the holders of said bonds thereunder.

If any installment of interest shall remain unpaid for a period of sixty days after the same shall become payable, or if the Company shall fail for a period of sixty days to observe or perform any of its covenants under said Mortgage Deed of Trust, the principal of this bond may be made to become due and payable in the manner provided in said Mortgage Deed of Trust.

At the option of the Company and upon the notice and in the manner provided in said Mortgage Deed of Trust, any and all of the said bonds may be redeemed or purchased by the Company on any interest payment date

(p.5) upon payment of the principal thereof and a premium of two and one-half (2½) per cent. thereon and accrued interest.

No recourse shall be had for the payment of the principal or interest of this bond against present or former of future stockholders, officers or directors of the Company, or any of them, as provided in said Mortgage Deed of Trust.

This bond shall pass by delivery unless registered in the owner's name on the books of the Corporate Trustee at its office in Chicago, such registry being noted hereon, as provided in the Mortgage Deed of Trust, after which no transfer of this bond shall be valid unless made on said books by the registered owner in person or by his duly authorized attorney, and similarly noted on this bond; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before.

Such registration, however, shall not effect the negotiability of the coupons which shall always be transferable by delivery and be payable to bearer.

This bond shall not be obligatory for any purpose until authenticated by the Corporate Trustee's certificate endorsed thereon.

IN WITNESS WHEREOF, the Company has caused this bond to be executed in its name by its President or by a Vice-President, and has caused its corporate seal to be hereto affixed, attested by its Secretary or by an Assistant Secretary, and has caused the interest coupons hereto annexed to be authenticated by the facsimile of the signature of a Treasurer of the Company, as of date the first day of October, A.D. 1915.

The Kansas Electric Utilities Company,
By _____ President.

Attest: _____ Secretary.

And, Whereas, at the time of the issue thereof there are to be attached to each of the bonds hereby secured coupons representing the future installments of interest from time to time

(p.6) to become due thereon, and each such coupon is to be substantially in the following form (which was the form for interest coupons adopted by said resolution of