

SUPPLEMENTAL INDENTURE TO TRUST INDENTURE

THE KANSAS ELECTRIC POWER COMPANY
TO
THE AMERICAN EXCHANGE NATIONAL BANK AND WILLIAM P. MALEBURN AS TRUSTEES.

\$25,000,000

SECURING FIRST MORTGAGE GOLD BONDS.

Dated June 1, 1923.

Relating to series of 1943.

THIS SUPPLEMENTAL INDENTURE, dated as of the 1st day of June, 1923, by and between THE KANSAS ELECTRIC POWER COMPANY, a corporation organized and existing under the Laws of the State of Kansas (hereinafter called the "Company") party of the first part and THE AMERICAN EXCHANGE NATIONAL BANK, of New York City, New York a corporation organized and existing under the Laws of the United States (hereinafter called the "Corporate Trustee") and WILLIAM P. MALEBURN, of New York City (both of whom are hereinafter called the "Trustees") as Trustees under the Trust Indenture dated as of June 1st, 1922, hereinafter referred to, parties of the second part,

Witnesseth:

WHEREAS, the Company heretofore and as of the 1st day of June, 1922, duly made, executed and delivered to the Trustee its Trust Indenture (hereinafter referred to as the "Original Indenture") securing an authorized issue of Twenty-five million (\$25,000,000) Dollars First Mortgage Gold Bonds of the Company, conveying and transferring to the said Trustee the property and property rights therein mentioned and described, which Original Indenture was duly filed for record and which said Original Indenture was duly filed for record and which said original Indenture was duly made, executed and delivered for the purpose of securing the payment of series of bonds of the Company as therein provided; and

WHEREAS, pursuant to the terms of the Original Indenture the Company has issued its First Mortgage 6% Series A Gold Bonds of an aggregate principal amount of Three million (\$3,000,000) Dollars bearing interest at the rate of 6% per annum; and

WHEREAS, it is provided in and by the said Original Indenture that bonds may be issued thereunder in series and bear such dates and be payable at such times and places and bear interest from such dates and such rates (not exceeding eight per centum per annum), and be subject to redemption at such prices, and such other terms and provisions not in conflict with the general forms therein set forth at from time to time shall be fixed and determined by the Board of Directors of the Company prior to the issuance thereof and as shall be stated in said bonds; and further that the Company, when authorized by Resolution of its Board of Directors, and the Trustee, from time to time, subject to the conditions and restrictions contained in said Original Indenture may enter into an Indenture supplemental thereto which thereafter shall form a part thereof for the purpose (among others) of providing for the creation of any series of bonds designating the series to be created and specifying the date of the bonds of such series to be created and specifying the date of the bonds of such series, the date of maturity thereof, the place or places where payable, the rate of interest and the terms and rate of optional redemption (if redeemable) the form thereof and such other provisions and agreements in respect thereof in the said Original Indenture provided or permitted as the Company may determine; and

WHEREAS, the Company has determined to issue a series of coupon and fully registered (1) s., registered both as to principal and interest) bonds to be designated as its "First Mortgage 6% Series of 1943 Gold Bonds" under the conditions set forth in the Original Indenture and to secure and evidence the same by the execution and delivery of a Supplemental Indenture to and with the Trustee (being this instrument); and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by the Board of Directors of the Company, and all acts and things prescribed by law have been duly complied with to make this Indenture a valid and lawful Supplemental Indenture to the Original Indenture to secure and provide for the said bonds of the Series of 1943 from time to time issued hereunder, and all things necessary to make said bonds, when authenticated by the Corporate Trustee and issued under this Indenture and the Original Indenture, valid and binding obligations of the Company have been done and performed all in accordance with the Charter or Certificate of Incorporation and the By-Laws of the Company and all laws and statutes relating thereto; and

WHEREAS, the coupon bonds of the said series of 1943 and the coupons attached thereto and the certificate of the Corporate Trustee, and certain legends to be endorsed on said bonds are to be substantially in the following form:

(FORM OF BOND)

To.....

\$.....

UNITED STATES OF AMERICA.

State of Kansas.

THE KANSAS ELECTRIC POWER COMPANY.

FIRST MORTGAGE 6% SERIES OF 1943 GOLD BOND.

Series of 1943

Six Per Cent.

THE KANSAS ELECTRIC POWER COMPANY (hereinafter called the "Company") a corporation organized and existing under the laws of the State of Kansas, for value received, acknowledges itself indebted and hereby promises to pay to the bearer hereof, or if this bond be registered, to the registered holder hereof, Dollars (\$) on the first day of June, 1943, unless this bond be sooner redeemed as hereinafter provided, and to pay interest thereon from the date hereof until payment of the principal hereof at the rate of six per centum (6%) per annum, semi-annually, on the first day of June and the first day of December in each year; the interest thereon until the maturity hereof being payable on presentation and surrender of the interest coupons hereto attached as they severally become due. Both the principal of, and interest on, this bond shall be payable to the order of the Continental and Commercial Trust and Savings Bank, or its successor, in the City of Chicago, State of Illinois, in gold coin of the United States of America, or of equal to the standard of weight and fineness existing on the first day of June, 1923, without deduction for any tax or governmental charge which the Company or the Trustee under the

For Release See Bond 85-Pages 88

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