

change for a fully registered bond of the said series without coupons for a like amount of principal bearing interest from the next preceding interest date, and such registered bond may thereafter be re-exchanged for a coupon bond or bonds of like aggregate principal amount of the denomination of One thousand (\$1,000) Dollars of the same series and bearing the same numbers as the coupon bonds for which said registered bond was exchanged.

Fully registered bonds of the said series of the denomination of One thousand (\$1,000) Dollars or any multiple thereof at any time outstanding at the option of the registered holder thereof may be surrendered in exchange for one or more new fully registered bonds of the same series of higher or lower denominations of One thousand (\$1,000) Dollars or multiples thereof but of the same aggregate principal amount; and fully registered bonds of said series at the option of the registered holder thereof may be surrendered for cancellation in exchange for a like amount of principal thereof in coupon bonds of the same series of the denomination of One thousand (\$1,000.) Dollars with coupons attached maturing on and after the next ensuing interest date.

Said bonds of the series of 1943 may be authenticated and delivered in advance of the recording of this Supplemental Indenture but the Company covenants that in such case it will with all due speed cause this indenture to be duly recorded. Said bonds of the Series of 1943 may be issued from time to time in such principal amounts as the Board of Directors of the Company may from time to time determine subject to the conditions and restrictions of the Original Indenture, dated as of June 1, 1922.

SECTION 2.—The said bonds of the Series of 1943 shall be subject to redemption in whole or in part at the option of the Company on any interest payment date prior to maturity at one hundred five (105) per cent. of the face value thereof and accrued interest to date of redemption. The Company shall immediately prior to the date fixed for such redemption publish once in each week for three consecutive weeks in a newspaper of general circulation at that time published in the Borough of Manhattan, City of New York, New York, and in a newspaper of general circulation at that time published in the City of Chicago, Illinois, a notice stating that at the next interest payment date there will be redeemed and will become due and payable at the office of the Corporate Trustee, at their face value and accrued interest to such interest date, and a premium of five per cent. on the principal thereof, the bonds specified in said notice as called for redemption. If less than all of the bonds then outstanding in this series are to be redeemed, the numbers of the bonds so to be redeemed shall be drawn by lot by the Corporate Trustee from the Serial numbers of the coupon bonds outstanding and the serial numbers of the coupon bonds outstanding and the serial numbers of the coupon bonds endorsed, as provided in the Indenture, upon the registered bonds outstanding and said notice shall specify the serial numbers of such bonds. A copy of such notice shall be mailed by the Company, postage prepaid, to each holder of any registered bond or bonds (or part thereof) proposed to be redeemed, whose address appears upon the registry book. Upon the giving of such notice and upon the deposit with the Corporate Trustee, on or prior to the interest date on which any bonds are called for payment of the amount necessary to redeem such bonds, each bond (including such portion of registered bonds as is represented by coupon bonds, the numbers of which are endorsed thereon) to be called for payment shall cease to bear interest after such interest date on which it is called for payment, and such deposit with said Corporate Trustee shall constitute full payment of such bond as between the holder or registered owner thereof and the Company, unless upon presentation thereof at the time specified in such notice payment shall be wrongfully refused.

SECTION 3.—The Company will reimburse the holder of any of the bonds of said Series of 1943 issued under the Original Indenture and this Supplemental Indenture for all taxes (other than succession and inheritance taxes) when paid by said holder, assessed at a rate of taxation not exceeding the rate existing on June 1, 1925, by the Commonwealth of Pennsylvania, and/or the State of Connecticut, or any subdivision thereof upon such bond or upon such holder as a resident of said Commonwealth; and/or of said State, by reason of the ownership thereof, upon a duly verified request for such reimbursement, stating the numbers of the bonds and setting forth the fact of ownership at the date when such taxation was assessed, and that such tax was assessed upon and paid by said holder as a resident of the Commonwealth of Pennsylvania and/or of the State of Connecticut, holding said bond. Such request shall be made to the Company in writing at its office or at the office of the Corporate Trustee in the Borough of Manhattan, City and State of New York, within a period of sixty days from the date of each and every such payment of such tax by said holder, and the Company shall not be liable to reimburse said holder for any tax, unless such request be made within such period; and it shall in no event be liable to reimburse said holder for any interest or penalty assessed upon or paid in addition to the amount of said tax as originally assessed.

Section 4.—All definite bonds, both coupon and fully registered, of said Series of 1943 shall be engraved.

Section 5.—It is understood and agreed that this Supplemental Indenture shall be construed in connection with and as a part of said Original Indenture, dated as of June 1, 1922, and that the covenants and provisions hereof shall be deemed as covenants and provisions hereof shall be deemed as covenants of said Original Indenture.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed in its corporate name by its President or a Vice-President, and to be sealed with its corporate seal, attested by its Secretary or an Assistant Secretary, and the said The American Exchange National Bank has caused these presents to be signed in its behalf by its President or a Vice-President, and sealed with its corporate seal and attested by its Trust Officer or an Assistant Trust Officer, and the said William P. Malburn has hereunto set his hand and seal, all as of the day and year first written above.

THE KANSAS ELECTRIC POWER COMPANY
BY Victor Emanuel
Vice President,

(Corporate Seal)
Attest:
Chas. V. Skillman
Assistant Secretary.

THE AMERICAN EXCHANGE NATIONAL BANK.

BY Wm. P. Malburn
Vice President.

(Corporate Seal)
Attest:
G. W. Siddings,
Assistant Trust Officer

Wm. P. Malburn
Seal.

Witnesses to all signatures:
State of New York,) Floyd B. Harper,
County of New York,) Secy.

Be it Known, that on this 31st day of August, A. D. 1925, before me, a Notary Public in and for said County and State, duly commissioned and qualified, appeared Wm. P. Malburn Vice-President, and G. W. Siddings Assistant Trust Officer of The American Exchange National Bank, the corporation des-