

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 and 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 for the purpose (among others) of conveying, transferring and assigning to the Trustees and to subject to the lien of said Original Indenture with the same force and effect as though included in the granting clauses thereof, additional properties and franchises thereafter acquired by the Company through consolidation or merger or by purchase or otherwise; and

Whereas, the company heretofore and as of the first day of June 1923, duly made, executed and delivered to the Trustees its supplemental Indenture to the said Original Indenture wherein and whereby there was created a second series of bonds known as "First Mortgage 5% Series of 1943 Gold Bonds" which said Supplemental Indenture has been duly recorded and

Whereas, \$1,500,000 aggregate principal amount of bonds of the said 5% Series of 1943 have been issued by the Company pursuant to the terms of the said original indenture and said Supplemental Indenture bearing interest at the rate of six per centum per annum dated as of June 1, 1923 and maturing June 1, 1943 and

Whereas, the Company subsequent to the execution and delivery of said Original Indenture, has acquired additional properties and franchises through consolidation or merger or by purchase or otherwise and desired to convey transfer and assign the same to the Trustees subject to the lien of the Original Indenture with the same force and effect as though included in the granting clauses thereof, and

Whereas, the Company has determined to issue a series of bonds in coupon form and, at the option of the Company, in fully registered form (i.e., registered both as to principal and interest) to be designated as its "First Mortgage Gold Bonds 5% Series of 1951," under the conditions set forth in the original indenture and in this Second Supplemental Indenture and to secure and evidence the same by the execution and delivery of a Second Supplemental Indenture to and with the Trustees (being this instrument), and

Whereas, the execution and delivery of this Second Supplemental Indenture has been duly authorized by resolutions duly adopted at a meeting duly convened and held by the Board of Directors of the Company and all acts and things prescribed by law have been duly complied with to make this instrument a valid and lawful Second Supplemental Indenture to the Original Indenture to secure and provide for the said bonds of the 5% series of 1951 from time to time issued hereunder and under the Original Indenture and all things necessary to make said bonds when authenticated by the Corporate Trustee and issued under this Second Supplemental 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 5% Series of 1951 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 Coupon Bond of 5% Series of 1951)

No.-----

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United States of America.  
State of Kansas.  
The Kansas Electric Power Company.  
First Mortgage Gold Bond  
5% Series of 1951.

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, 1951, 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 five per centum 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, attached as they severally become due. The principal of this bond is payable at the office of The American Exchange Pacific National Bank, or its successor, in the Borough of Manhattan, City of New York, and the interest thereon is payable, at the option of the holder at the said office, or at the office 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 June 1, 1926, without deduction therefrom of such portion of any Federal Income Tax with respect to the interest payable on this bond as shall not exceed two per centum in any year of such interest which the company its successors or assign, or any paying agent, may be required or permitted to pay thereon or to retain or deduct therefrom under any present or future law of the United States of America.

As provided in the second Supplemental Indenture dated as of June 1st, 1926 creating the series of which this bond is a part the Company will refund to the holder or registered owner of this bond when paid by said holder or registered owner any personal property tax that is or may be imposed by the laws of the Commonwealth of Pennsylvania, or of the state of Connecticut, not exceeding four mills per annum or any securities tax that is or may be imposed by the laws of the state of Maryland not exceeding four and one half mills per annum on each dollar of the face amount or value hereof (according as the tax is assessed on the basis of the face amount or value hereof) legally assessed against and paid by such holder or registered owner as a resident of either such commonwealth or State or any subdivision thereof by reason of the ownership hereof by such holder or registered owner; in each case upon a duly verified request for such refund in the form and containing the statements provided in said Second Supplemental Indenture made to the Company as provided therein within a period of sixty days from the date of each such payment of any such tax. This bond is one of a series known as "First Mortgage Gold Bonds 5% Series of 1951" of an issue of coupon and registered bonds of which not more than twenty five Million Dollars (\$25,000,000.) in aggregate principal amount shall at any one time be outstanding, of the Company, known as its First Mortgage Gold Bonds, issued and to be issued under and in accordance with the terms and conditions of and equally and ratably secured to be paid by a mortgage and deed of trust, dated as of June 1st, 1926 all executed by the Company to the American Exchange National Bank (now known as The American Exchange-Pacific National Bank) under its original or changed name and William P. Malburn as Trustees, (all herein collectively termed the "Indenture"), to which Indenture reference is hereby made, with the same force and effect as if herein fully set forth, for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds, and the terms and conditions upon which said bonds may be issued and are secured.

In the event of certain defaults specified in said Indenture, the principal of the bonds issued thereunder may become or be declared due and payable before maturity in the manner and with the effect provided in said Indenture.

The bonds of the 5% Series of 1951 are redeemable as provided in the Indenture, at the option of the Company, as a whole or in any part, on any interest payment date prior to their regular maturity upon not less than thirty days previous notice by publication to be given in the manner provided in the Indenture, at the principal amount thereof and accrued interest to the date of

*Indenture of June 1st, 1926 and by a supplemental indenture thereto dated as of June 1st, 1926, by a second supplemental indenture thereto*