

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 American Exchange National Bank and William F. Malburn, as Trustees, its Supplemental Indenture (supplemental to the Original Indenture) wherein and whereby there was created a second series of bonds known as "First Mortgage 6% Series of 1943 Gold Bonds" which said Supplemental Indenture has been duly recorded; and

WHEREAS, One Million Five Hundred Thousand Dollars (\$1,500,000) in aggregate principal amount of bonds of the said 6% Series of 1943, bearing interest at the rate of six per centum per annum, dated as of June 1, 1923, and maturing June 1, 1943, have been issued by the Company pursuant to the terms of the Original Indenture and said Supplemental Indenture and are now outstanding; and

WHEREAS, the Company heretofore and as of the first day of June, 1926, duly made, executed and delivered to The American Exchange-Pacific National Bank and William F. Malburn, as Trustees, its Second Supplemental Indenture (supplemental to the Original Indenture) wherein and whereby there was created a third series of bonds known as "First Mortgage Gold Bonds 5% Series of 1951" which said Second Supplemental Indenture has been duly recorded; and

WHEREAS, One Million Five Hundred Thousand Dollars (\$1,500,000) in aggregate principal amount of bonds of said 5% Series of 1951, bearing interest at the rate of five per centum per annum, dated June 1, 1926, and maturing June 1, 1951, have been authenticated and delivered to the Company pursuant to the terms of the Original Indenture, of which One Million Dollars (\$1,000,000) in principal amount have been issued by the Company and are now outstanding and the remaining Five Hundred Thousand Dollars (\$500,000) have been and are held in the treasury of the Company; and

WHEREAS, the Company, subsequent to the execution and delivery of the Original Indenture and of the Second Supplemental Indenture has acquired additional properties and franchises through consolidation or merger or by purchase or otherwise and desires to confirm in the Trustees title to the same with the same force and effect as though included in the granting clauses of the Original Indenture, excepting and reserving, however, property of a character expressly excepted and reserved from the lien of the Original Indenture; and

WHEREAS, On June 1, 1922, The American Exchange National Bank was a corporation organized under the laws of the United States of America and transacting the business of a national bank; and thereafter on August 1, 1925, said The American Exchange National Bank was duly consolidated with the Pacific National Bank of New York under the name of The American Exchange Pacific National Bank; and on November 8, 1925, The American Exchange Pacific National Bank went into liquidation in accordance with the laws of the United States and was reincorporated as a bank pursuant to the Banking Law of the State of New York under the name The American Exchange Pacific Bank; and on December 11, 1925, The American Exchange Pacific Bank was duly merged into Irving Bank and Trust Company under the name of American Exchange Irving Trust Company; and on February 1, 1929, the name of American Exchange Irving Trust Company was duly changed to Irving Trust Company; and said Irving Trust Company is the successor to The American Exchange National Bank as Trustee under said Original Indenture; and

WHEREAS, subsequent to the execution and delivery of the original indenture, a resolution known as "Public Resolution No. 10" was adopted by the Seventy third Congress and, on June 5, 1933, was approved by the President of the United States of America and is now in force and effect, providing in substance that obligations expressed to be payable in gold coin of the United States of America shall be discharged upon payment, dollar for dollar, in any coin or currency of the United States of America which, at the time of payment, is legal tender for public and private debts, and providing further that no obligation thereafter incurred shall contain any provision purporting to give the obligee the right to require payments in gold or a particular kind of coin or currency, or in an amount in money of the United States of America measured thereby; 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 Bonds 4 1/2% Series Due 1955," under the conditions set forth in the Original Indenture and in this Third Supplemental Indenture and to secure and evidence the same by the execution and delivery of a Third Supplemental Indenture to and with the Trustees (being this instrument) and

WHEREAS, the execution and delivery of this Third 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 indenture supplemental to the Original Indenture, and all things necessary to make said First Mortgage Bonds 4 1/2% Series Due 1955, when authenticated by the Corporate Trustee and issued pursuant to the terms and provisions of this Third Supplemental Indenture and the Original Indenture, valid and binding obligations of the Company have been done and performed; and

WHEREAS, the coupon bonds of the said 4 1/2% Series Due 1955 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 4 1/2% Series Due 1955)

United States of America

State of Kansas

No. _____

THE KANSAS ELECTRIC POWER COMPANY
FIRST MORTGAGE BOND
4 1/2% Series Due 1955

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 August, 1955, 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 four and one half per centum per annum, semi-annually, on the first day of February and the first