

DOUGLAS COUNTY

stock subscriptions or by virtue of any constitution, statute or rule of law or equity or by the enforcement of any assessment or penalty, or otherwise howsoever; all such liability being expressly waived and released by every bearer or registered owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

Neither this Bond nor any of the annexed interest coupons shall be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until the certificate endorsed hereon shall have been signed by The Chase National Bank of the City of New York, the corporate Trustee under the Indenture, or by a successor corporate Trustee thereunder.

IN WITNESS WHEREOF, KANSAS PUBLIC SERVICE COMPANY has caused this Bond to be signed in its name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, and coupons for said interest bearing the facsimile signature of its Treasurer to be hereunto attached, as of the day of

Attest:

.....
Assistant Secretary.

KANSAS PUBLIC SERVICE COMPANY

By.....
Vice-President.

(GENERAL FORM OF INTEREST COUPON)

No..... \$.....
On the.....day of....., unless the Bond herein mentioned shall have been called for previous redemption and payment thereof duly provided for, Kansas Public Service Company will pay to bearer, on surrender of this coupon, at..... in..... Dollars (\$.. ..) in lawful money of the United States of America, being.....months' interest then due on its First Mortgage Bond, Series....., No.

.....
Treasurer.

(GENERAL FORM OF CORPORATE TRUSTEES' CERTIFICATE)

This Bond is one of the Bonds, of the series therein designated, described in the within mentioned Indenture (and Supplemental Indenture).

THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK,
Corporate Trustee,

By.....
Assistant Cashier.

; and

WHEREAS, all acts and proceedings required by law and by the charter and by-laws of the Company necessary to make the Bonds herein executed by the Company authenticated and delivered by the corporate Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute this Indenture and valid and binding mortgage and deed of trust for the security of the Bonds, in accordance with its and their terms, have been done, performed; and the execution and delivery of this Indenture and the issue of the Bonds as herein provided have been in all respects duly authorized;

NOW THEREFORE, THIS INDENTURE WITNESSETH, that, in order to secure the payment of the principal of and interest on all Bonds at any time issued and outstanding under this Indenture according to their tenor, purport and effect, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and to declare the terms and conditions upon and subject to which the Bonds are and are to be issued, secured and held, and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders or registered owners thereof and of the sum of One Dollar lawful money of the United States of America duly paid to the Company by the Trustees at or before the ensailing and delivery hereof and for other valuable considerations, the receipt whereof is hereby acknowledged, Kansas Public Service Company has executed and delivered this Indenture and has granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, and to their successors in the trust, and to their assigns forever, all and singular the following described properties, rights, privileges and franchises (which collectively are hereinafter sometimes called the "trust estate" or the "mortgaged property"), to wit:

I.

The gas distributing plant and system located in the City of Lawrence, Douglas County, State of Kansas, together with all the branches and extensions thereof, including the lands and/or interests in land on which the same and every part thereof is situate, and all buildings, structures, gas holders, expansion tanks, gas mains, meters, services, tanks, conduits, regulator pits, regulators, pipes, fittings, valves, connections and all appurtenances, appliances and equipment and all other property, real personal or mixed, forming a part of or used, occupied or enjoyed in connection with or in anywise appertaining to said distributing plant and system, and all rights of way, easements, permits, privileges, franchises, licenses, consents or rights for or relating to the construction, maintenance or operation thereof, through, over, under or upon any public streets or highways or lands, public or private, including particularly, but without thereby limiting the generality of the foregoing, the following described real estate owned by the Company, to wit:

(a) West twenty-five (25) feet of Lot forty-five (45), on New Hampshire Street, in the City of Lawrence, in Douglas County, Kansas.

(b) South twelve (12) feet of Lot forty-one (41), in Block two (2), in that part of the City of Lawrence formerly known as North Lawrence, in Douglas County, Kansas.

(c) All that part of Reserve No. 11, in the City of Lawrence, in Douglas County, Kansas, and that part of Lot 1, in Section thirty-one (31), Township twelve (12), Range twenty (20), in the City of Lawrence, in Douglas County, Kansas, lying south and west of the following described line: Beginning at a point on the north line of Eighth (Henry) Street in said City, which lies Three Hundred Twelve and five-tenths (312.5) feet east of the Northeast Corner of Eighth (Henry) and Pennsylvania Streets in said City; thence Northwest to a point in the north line of said Reserve No. 11, which lies sixteen and one-tenth (16.1) feet east of the Northwest corner of said Reserve No. 11, said line being established by the deed to the Atchison, Topeka & Santa Fe Railway Company recorded in Deed Book 114 at page 541, in Douglas County, Kansas.

(d) Lots five (5), nine (9) and eleven (11), all on Pennsylvania Street in the City of Lawrence, in Douglas County, Kansas.

II.

All of the rights, privileges and franchises of the Company including particularly, but without thereby limiting the generality of the foregoing, the following:

That certain ordinance No. 1459 passed and approved by the Board of Commissioners of the City of Lawrence, Kansas, on May 5, 1924, granting to Citizens Light, Heat & Power Company, a corporation, its associates, successors and assigns, the right to operate and maintain its plant, and to construct, erect, maintain and operate such further plant as may be necessary, for the manufacture and distribution of manufactured or natural gas for light, heat and power within the City of Lawrence, Kansas, for the period of twenty years from and after the approval of the said ordinance.