STATE OF Kansas)
COUNTY OF Jefferson) ss.

On this 30th day of December, A.D. 1941, before me, a Notary Public in and for said County and State, personally appeared Fred C. Smith and Mary Smith, his wife his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Perry, Kansas, the day and year first above written.

V. C. Raines
(SEAL) My commission expires October 5, 1945 Notary Public in and for Jefferson County, Kansas,

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Recorded January 3, 1942 at 11:30 A.M. Harold A. Beck Register of Deeds

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Receiving No. 13100

Fee Paid in Wyandotte County

FIRST MORTGAGE INDENTURE

THIS INDENTURE, Dated as of the 15th day of December, 1941, but actually executed on the day hereafter shown, between THE CENTRAL WEST UTILITY COMPANY, a corporation organized and existing under the laws of the state of Kansas (hereinafter called the "company"), party of the first part; THE FIRST NATIONAL BANK OF KANSAS CITY, of Kansas City, Missouri, a corporation organized under the banking laws of the United States of America (hereinafter sometimes called the "trustee" or "corporate trustee"), and REECE A. GARDNER, of Johnson County, Kansas (hereinafter sometimes called the "individual trustee"), as parties of the second part (said trustee and said individual trustee being hereinafter sometimes referred to as the "trustees"), WITNESSETH:

WHEREAS, the company deems it necessary to borrow money for its corporate purposes, and desires to mortgage and pledge certain of its property hereinafter described both real and personal to secure the payment of the bonds to be issued hereunder, and secured hereby, upon the terms and conditions hereinafter provided, and

WHEREAS, the bonds, the coupons appurtenant thereto, and the trustee's certificate thereon are to be substantially in the forms following, respectively, with such appropriate insertions, omissions, and variations in respect of the forms and terms of the bonds, coupons, and certificates as may be authorized by the board of directors of the company:

(form of bond)
THE CENTRAL WEST UTILITY COMPANY
(incorporated under the laws of the state of Kansas)
FIRST MORTGAGE ___ % BOND, SERIES __
Due ___

No. __ $____

THE CENTRAL WEST UTILITY COMPANY, a corporation of the state of Kansas (hereinafter called the "company", which term shall include any successor corporation defined in the indenture hereinafter referred to), for value received, hereby promises to pay to bearer, or, if this bond be registered as to principal, to the registered owner thereof, ____ Dollars ($__), on the __ day of _____, 19__, and to pay interest thereon from the first day of ____, ___, at the rate of __ per centum (__%) semiannually on the first day of ___, and the first day of ___ in each year until payment of the principal amount hereof, payable upon surrender of the respective coupons attached hereto as they severally become due, and thereafter until this bond is redeemed and paid.

Both principal and interest on this bond will be paid in lawful money of the United States of America at the office of ___ in __ (here will appear the name of the paying agent, if any, and also provisions that in the event of the resignation or inability to act of the "paying agent" then at the office of The First National Bank of Kansas City, Kansas City, Missouri, the trustee herein, or its successors in trust).

This bond is one of a series designated Series __ of a duly authorized issue of bonds of the company issued and to be issued under and pursuant to, and all equally secured by a mortgage dated as of the 15th day of December, 1941 (hereinafter referred to as the "mortgage"), duly executed and delivered by the company to The First National Bank of Kansas City, Kansas City, Missouri, as trustee, and to REECE A. GARDNER, of Johnson County, Kansas, as individual trustee (the terms "trustee" and "individual trustee" whereused herein referring to The First National Bank of Kansas City and said Reece A. Gardner, or his, its, or their successors in trust), to which mortgage, including all mortgages supplemental thereto, reference is hereby made for a description of the property mortgaged, the nature and extent of the security, and the rights of the holders of said bonds, and of the trustees in respect to said security. Bonds under said mortgage are issuable in successive series, which may vary as to date, amount, rate of interest, and in other ways as in said mortgage provided. (Here will follow provisions, if any, with respect to redemption, sinking fund or sinking funds, conversion of bonds, and other characteristics of each particular series of the bonds as authorized.)

In case any event of default as defined in said mortgage shall occur, the principal of this bond may become or be declared due and payable prior to maturity by lapse of time, in the manner, with the effect, and subject to the conditions provided in said mortgage.

This bond shall pass by delivery unless it is registered as to principal in the name of the owner upon the books of the company at the office of the trustee, and such registry shall be noted hereon by the trustee. After such registry no transfer hereof shall be valid unless made on said books by the registered owner in person or by attorney duly authorized in writing and similarly noted hereon; but this bond may be discharged from registry by transfer in like manner to bearer, and thereupon transferability by delivery shall be restored and it may again from time to time be registered or transferred to bearer as before. Such registry, however, shall not affect the negotiability of the coupons hereto appertaining, which shall continue to be payable to bearer and transferable by delivery, and the payment thereof to bearer shall fully discharge the company in respect to interest therein mentioned.

(Here will follow provisions, if any, in respect of exchangeability and interchangeability of bonds).

No recourse shall be had for the payment of the principal of or the interest on this bond, or of any claim based hereon in respect hereof, or of said mortgage against any stockholder, officer, or director of the company, or of any successor corporation, either directly or through the company or through a receiver or trustee in bankruptcy, whether by virtue of any statute or rule of law or by the enforcement of any assessment or penalty, or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived.

Neither this bond nor any coupon hereto appertaining shall become valid or obligatory for any purpose until this bond shall have been duly authenticated by the execution of the certificate hereon endorsed by the trustee under said mortgage.

IN WITNESS WHEREOF, The Central West Utility Company has caused these presents to be signed by its president, or by one of its vice-presidents, and its corporate seal to be hereunto affixed and attested by its secretary or by one of its assistant secretaries, and coupons for said interest bearing the facsimile signature of its treasurer to be attached hereto, and this bond to be dated the __ day of ___.

THE CENTRAL WEST UTILITY COMPANY
By ______________________
______ President.

Attest:
____
______ Secretary.

For Release See Book 114 Page 295