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indenture supplemental thereto, against any incorporator, stockholder, director or officer, past, present or future, of the Company or of any predecessor or successor corporation, as such, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability of incorporators, stockholders, directors and officers being 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 said Indenture.

Neither this bond nor any of the annexed interest coupons shall be valid or become obligatory for any purpose unless and until the certificate of authentication hereon shall have been executed by the Trustee or its successor in trust under said Indenture.

In WITNESS WHEREOF, KANSAS CITY POWER & LIGHT 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 impressed or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries, and coupons for interest bearing the facsimile signature of its Treasurer to be hereto attached, as of the first day of June, 1948.

KANSAS CITY POWER & LIGHT COMPANY,

By _____ President.

Attest:

Secretary.

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(FORM OF INTEREST COUPON)

No. _____
On the first day of _____, 19____, unless the bond hereinafter mentioned shall have been duly called for previous redemption and payment provided therefor, KANSAS CITY POWER & LIGHT COMPANY will pay to bearer, upon surrender of this coupon, at its office or agency in the City of Chicago, Illinois, or, at the option of bearer, at its office or agency in the Borough of Manhattan, The City of New York, New York, _____ Dollars and _____ Cents (\$____) in lawful money of the United States of America, being six months' interest then due on its First Mortgage Bond, 2 3/4% Series due 1978, No. _____.

Treasurer.

The amount to be inserted in coupons due on June 1 of each of the years 1949 to 1978, both inclusive, shall be fourteen dollars and thirty-seven cents (\$14.37); and the amount to be inserted in coupons due on December 1 in each of the years 1948 to 1977, both inclusive, shall be fourteen dollars and thirty-eight cents (\$14.38).

The form of registered Bonds of Second Series without coupons shall be substantially as follows:

(FORM OF REGISTERED BOND WITHOUT COUPONS)

KANSAS CITY POWER & LIGHT COMPANY

FIRST MORTGAGE BOND, 2 3/4% SERIES DUE 1978

DUE JUNE 1, 1978

No. _____

KANSAS CITY POWER & LIGHT COMPANY (hereinafter called the "Company"), a corporation of the State of Missouri, for

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value received, hereby promises to pay to _____ or registered assigns, on June 1, 1978, at the principal office of the Trustee hereinafter named, in the City of Chicago, Illinois (or at the principal office of any successor in trust), or at the office or agency of the Company in the Borough of Manhattan, The City of New York, New York, as the registered owner hereof may elect, the sum of _____ Dollars (\$_____).

in lawful money of the United States of America, and to pay interest thereon from the date hereof at the rate of two and seven-eighths per cent (2 7/8%) per annum, in like lawful money, payable semiannually at the office or agency of the Company in the City of Chicago, Illinois, or, at the option of the registered owner hereof, at the office or agency of the Company in the Borough of Manhattan, The City of New York, New York, on the first day of June and on the first day of December in each year until the Company's obligation with respect to the payment of such principal sum shall be discharged as provided in the indentures hereinafter mentioned.

This bond is one of the series hereinafter specified, of the bonds of the Company (herein called the "bonds") known as its "First Mortgage Bonds", issued and to be issued in one or more series under and secured by an Indenture of Mortgage and Deed of Trust dated as of December 1, 1946, duly executed by the Company to Continental Illinois National Bank and Trust Company of Chicago (herein called the "Trustee") and George G. Moore, Trustees, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the bonds are, and are to be, issued and secured, and the rights of the bearers or registered owners of the bonds and of the Trustee in respect of such security. As provided in said Indenture, the bonds

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may be for various principal sums, are issuable in series, may mature at different times, may bear interest at different rates and may otherwise vary as therein provided; and this bond is one of a series entitled "First Mortgage Bonds, 2 3/4% Series due 1978", created by a Second Supplemental Indenture dated as of June 1, 1948, as provided for in said Indenture.

To the extent permitted by said Indenture, modifications or alterations of said Indenture or of any indenture supplemental thereto and of the rights and obligations of the Company, and of the bearers or registered owners of the bonds and coupons may be made, with the consent of the Company, by affirmative vote of the bearers or registered owners (or persons entitled to vote the same) of not less than sixty-six and two-thirds per cent (66 2/3%) in principal amount of the bonds entitled to vote at a meeting of bondholders called and held as provided in said Indenture and by like affirmative vote of not less than sixty-six and two-thirds per cent (66 2/3%) in principal amount of the bonds entitled to vote of each series affected by such modification or alteration in case one or more, but less than all, of the series of bonds then outstanding under said Indenture are so affected; provided, however, that no such modification or alteration shall be made, without the consent of the registered owner hereof, which will (a) affect the right of the registered owner hereof to receive payment of the principal of, or interest or premium (if any) on, this bond, or to institute suit for the enforcement of any such payment on or after the respective due dates expressed herein, or (b) otherwise than as permitted by said Indenture, permit the creation of any lien ranking prior to or on a parity with the lien of said Indenture with respect to any property covered thereby, or deprive any bondholder of the security afforded by the lien of said Indenture, or (c) reduce the percentage of the principal amount of the bonds required to authorize any such modification or alteration.