

SUPPLEMENTAL INDENTURE, dated the twentieth day of July, Nineteen Hundred and Forty-nine, (1949), made by and between The Kansas Power and Light Company, a corporation organized and existing under the laws of the State of Kansas, party of the first part, and Harris Trust and Savings Bank, a corporation organized and existing under the laws of the State of Illinois, as Trustee, under the certain Indenture, dated as of December 1, 1936, originally made between The Kansas Electric Power Company and Bankers Trust Company, and R. Gregory Page, as Trustees, party of the second part;

WHEREAS, The Kansas Electric Power Company, under date of December 1, 1936, executed and delivered its Indenture to Bankers Trust Company and R. Gregory Page, as Trustees, (herein called the "Original Indenture") to secure and provide for the issue of first mortgage bonds; and

WHEREAS, under and pursuant to the terms of the Original Indenture, The Kansas Electric Power Company has issued and there is presently outstanding, Six Million, Five Hundred Thousand Dollars (\$6,500,000) aggregate principal amount of First Mortgage Bonds, Series A, Due December 1, 1966; and

WHEREAS, by Indenture dated December 28, 1936, supplemental to said Original Indenture, Harris Trust and Savings Bank, was made and is now the duly appointed and acting trustee under said Original Indenture; and

WHEREAS, as of the date hereof, The Kansas Electric Power Company has merged into The Kansas Power and Light Company, which, by such merger, has acquired the property of The Kansas Electric Power Company, subject to the lien of said Original Indenture to secure said bonds; and

WHEREAS, by Article XIV of said Original Indenture, provision is made, in case of merger of The Kansas Electric Power Company into any other corporation, for the assumption by such other corporation of the due and punctual payment of the principal and interest of all bonds outstanding thereunder, and of the due and punctual performance of all the covenants of said Indenture of December 1, 1936;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the promises and of said merger, and of other valuable considerations, the receipt of which is hereby acknowledged, and in order to carry out the terms of said Original Indenture, The Kansas Power and Light Company, as the surviving corporation of said merger, does hereby expressly assume the due and punctual payment of the principal and interest of the presently outstanding First Mortgage Bonds, Series A, 3½%, Due December 1, 1966, according to their tenor, in the aggregate principal amount of Six Million, Five Hundred Thousand Dollars (\$6,500,000) of The Kansas Electric Power Company, being all of the bonds outstanding under the Original Indenture, and further assumes the due and punctual performance of all the covenants of said Original Indenture as therein provided to be kept or performed by The Kansas Electric Power Company.