

pany in such city or cities, if any, at which the principal of the Bonds so to be redeemed is payable, the full principal thereof in the case of coupon Bonds, and the specified amount of the principal thereof in the case of registered Bonds without coupons; together with the accrued interest to such date, with such premium, if any, as is specified in such Bonds, and that from and after such date interest thereon will cease to accrue. If notice, by publication, if required, is duly given, failure to give notice by mail, if required, with respect to such redemption or any defect therein or in the mailing thereof shall not affect the validity of the proceedings for the redemption of any Bonds so to be redeemed.

In case the Company desires to redeem and pay off less than all the outstanding Bonds of any series, it shall, in such such instance, notify the Trustee in writing of its desire so to do and of the aggregate principal amount of the Bonds of such series to be redeemed, and thereupon the Trustee shall draw by lot, in any manner deemed by it proper, from the distinctive numbers of the coupon Bonds of such series which are either outstanding or are reserved unsold for registered Bonds outstanding, the Bonds to be redeemed, and shall notify the Company in writing of the numbers of the Bonds so drawn. The Bonds may be drawn by lot individually or, in the discretion of the Trustee, in groups of Bonds consecutively numbered or both such methods either including or excluding, for the purpose of such grouping, the numbers of Bonds previously called for redemption or otherwise retired. Registered Bonds shall be deemed to have been drawn by lot if and to the extent that the serial numbers of any of the coupon Bonds reserved therefor are drawn as aforesaid.

SECTION 2. The Bonds designated for redemption or the specified portion thereof shall become due and payable upon the date specified in the notice provided for in Section 1 of this Article as the redemption date at the applicable redemption price at the time. Payment of the redemption price shall be made to the respective holders of the Bonds designated for

redemption, or, if any such Bonds be registered Bonds without coupons or coupon Bonds registered as to principal, to the respective registered owners thereof, upon surrender of such Bonds, at the place stated in the notice of redemption, together with all unmatured coupons appertaining thereto. If there shall be drawn for redemption a portion of the principal amount but less than the entire principal amount of any registered Bond, the Company shall execute and the Trustee shall authenticate and deliver without charge to the holder thereof, at his option, either coupon Bonds or registered Bonds without coupons, of authorized denominations, for the undemanded balance of the principal amount of such registered Bond.

SECTION 3. On or before the redemption date designated in the notice provided for in Section 1 of this Article, the Company shall deposit with the Trustee an amount of cash sufficient to effect the redemption of the Bonds specified in such notice, or, as authorized by Section 8 of Article VIII, it may direct the Trustee to apply to such purpose, to the extent that moneys are available, any moneys held by the Trustee which may be applied pursuant to said Section 8; and from and after the redemption date designated in such notice (such deposit having been made or direction given, as aforesaid), notwithstanding that any Bonds so called for redemption shall not have been surrendered for cancellation, no further interest shall accrue upon the principal of any of the Bonds so called for redemption and all coupons for interest thereon maturing subsequent to such redemption date shall be void. Coupons which have matured on or before such redemption date shall remain payable to bearer upon presentation and surrender thereof in accordance with their terms.

SECTION 4. All Bonds so redeemed at the office of the Company, with all unmatured coupons thereto appertaining, shall be delivered by the Company to the Trustee for cancellation. All Bonds and coupons redeemed and paid under this Article shall forthwith be canceled.

ARTICLE VI.

CONVENING SECURITIES HELD BY THE TRUSTEE.

SECTION 1. All funded prior lien bonds received uncanceled by the Trustee pursuant to the provisions of this Indenture, shall be held alive by the Trustee as a part of the trust estate for the protection and further security of the Bonds. Each funded prior lien bond, in coupon form, so received shall have all unmatured coupons attached, or shall be accompanied by evidence satisfactory to the Trustee that the discharge of the mortgage or other lien securing such prior lien bonds may be obtained without the production of any coupon or coupons that may be missing. All funded prior lien bonds so received uncanceled shall be stamped by the Trustee with the following words:

"Not negotiable; held in trust under the provisions of the Mortgage and Deed of Trust of The Kansas Power and Light Company to Harris Trust and Savings Bank, as Trustee, dated July 1, 1929."

SECTION 2. Unless and until an event of default hereunder shall occur and be continuing, no payment by way of interest or principal or otherwise of any of the funded prior lien bonds held by the Trustee shall be made or demanded, and the coupons thereto appertaining as they mature shall be canceled by the Trustee and delivered so canceled to the Company, unless the Company shall elect with respect to such prior lien bonds to have such payments made and demanded, in which event the Company shall be entitled to receive all such payments; and all moneys received by the Trustee on account of principal or interest of any funded prior lien bonds, or by reason of the sale or delivery of any such bonds to any sinking fund or analogous fund provided for in the instrument evidencing any mortgage or other lien securing the same, shall be paid over by the Trustee to or upon the order of the Company.

SECTION 3. Unless and until an event of default hereunder shall occur and be continuing, the Trustee, if so directed by an instrument in writing signed by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Company, shall surrender any funded prior lien bonds held alive by it to the Trustee of the mortgage or other holder of the lien securing such prior lien bonds for cancellation or to be held alive and uncanceled for the purposes of any sinking fund or analogous fund provided for in the instrument evidencing the mortgage or other lien securing such funded prior lien bonds, but funded prior lien bonds so surrendered shall not be released and no prior lien bonds shall be issued under such prior lien in substitution therefor. Funded prior lien bonds shall not be so surrendered unless the Trustee shall have received an opinion of counsel to the effect that the provisions of the instrument evidencing the mortgage or other lien securing such funded prior lien bonds are such that no transfer of ownership or possession of such bonds by the Trustee or other holder of such mortgage or other lien is permissible thereunder except to the Trustee to be held subject to the provisions of this Article VI or to the trustee or other holder of a mortgage or other lien securing other funded prior lien bonds for cancellation or to be held alive and uncanceled under the terms of such other mortgage or lien until such other mortgage or lien shall be canceled; and thereupon to be delivered to the Trustee; that no funded prior lien bonds to be surrendered may be released; and that no prior lien bonds may be issued in substitution therefor under the mortgage or other lien securing such funded prior lien bonds to be surrendered.

SECTION 4. Whenever all prior lien bonds and all unmatured coupons appertaining thereto secured by a particular funded prior lien (except any lost, stolen or destroyed bonds as to which the Trustee shall have received the certificate of the trustee or other holder of the mortgage or other instrument securing such bonds to the effect that satisfactory indemnity has been given to it) shall have been deposited with the Trustee or shall be held by the Trustee under any provision of this