this Bond at the time be registered. Such registration, transfers and discharges from registration shall be without expense to the bearer or registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the bearer or registered owner requesting such registration, transfer or discharge from registration as a condition precedent to the exercise of such privilege.

Coupon Bonds of 3½% Series due 1969, may be exchanged upon surrender thereof, with all unmatured coupons attached, at said agencies of the Company for a fully registered Bond or fully registered Bonds without coupons of the same series, of authorised denominations, for the same aggregate principal amount, bearing interest from the interest date next preceding the date thereof (each fully registered Bond without coupons to be dated as of the time of issue, unless issued on an interest date, in which event it shall be dated as of the day next following such interest date), all upon payment of the charges and subject to the terms and conditions set forth in the Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Indenture or any indenture supplemental thereto, against any incorporator, or against any 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, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers being 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 released by the terms of the Indenture.

Neither this Bond, nor any of the coupons for interest thereon, shall be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until Harris Trust and Savings Bank, the Trustee under

the Indenture, or a successor trustee thereto under the Indenture, shall have signed the form of certificate endorsed hereon.

In witness whereof, The Kansas Power and Light Company has caused this Bond to be signed in its name by its President or a Vice President, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto, as of the first day of July, 1939.

The Kansas Power and Light Company,

By..............................

Vice President.

Attest:

....

Assistant Secretary.

[form of coupon]

No. $17.50

3½% Series due 1969

On the first day of ...., ..., unless the Bond herein mentioned shall have been duly called for previous redemption and payment thereof duly provided for, The Kansas Power and Light Company will pay to bearer, on surrender of this coupon at the agency of the Company in the City of Chicago, Illinois, or at the agency of the Company in the Borough of Manhattan, The City of New York, Seventeen and 50/100 dollars in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, being six months' interest then payable on its First Mortgage Bond, 3½% Series due 1969, No.

....

Treasurer.