WHEREAS the Company proposes to create a new series of First Mortgage Bonds, to mature July 1, 1974 and to be designated as First Mortgage Bonds, 3¼% Series due 1974 (hereinafter sometimes called the "Bonds" or "Bonds of the 1974 Series"); and

WHEREAS the Company, by appropriate corporate action, has duly resolved and determined to execute this Supplemental Indenture for the purpose of providing for the creation of the Bonds of the 1974 Series and of specifying the form, provisions and particulars thereof as in said Original Indenture provided or permitted and of giving to the Bonds of the 1974 Series the protection and security of the Original Indenture; and

WHEREAS the texts of the Bonds of the 1974 Series and of the coupons to be attached to coupon Bonds are to be substantially in the forms following respectively:

[FORM OF COUPON BOND, 3¼% SERIES DUE 1974]

THE GAS SERVICE COMPANY

FIRST MORTGAGE BOND, 3¼% SERIES DUE 1974

Due July 1, 1974

No................ $1,000

THE GAS SERVICE COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to bearer, or, in case this bond be registered, to the registered owner hereof, on July 1, 1974 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price hereof), One Thousand Dollars ($1,000), at its office or agency in the Borough of Manhattan, The City of New York, and semi-annually on the first day of January and the first day of July in each year, to pay interest thereon at said office or agency, or, at the option of the holder, at the office or agency of the Company in Kansas City, Missouri,

at the rate of 3¼% per annum from the date hereof until the Company's obligation with respect to such principal sum shall be discharged, but, until maturity, only upon presentation and surrender of the annexed coupons as they severally mature. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain mortgage and deed of trust, dated as of September 1, 1949, made by the Company to The Chase National Bank of the City of New York and Commerce Trust Company, as Trustees (hereinafter called the "Trustees"), and a certain supplemental indenture, dated as of July 1, 1954, made by the Company to the Trustees (said mortgage and deed of trust and all indentures supplemental thereto being hereinafter collectively called the "Indenture"), to which Indenture (and to all indentures supplemental thereto) reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds and of the coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are and are to be issued and secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however,* that in case such changes and modifications affect one or more but less than all