NO. 64544

INDEXED ✓

NUMERICAL INDEX

State of Kansas, Douglas County, ss.
Filed and Entered in Vol. 447
Page ___ at 1:35 o'clock P. M
DEC - 1957
Harold A. Beck
Register of Deeds
___ Deputy

$22.85

GREELEY GAS COMPANY

TO

THE CENTRAL BANK AND TRUST COMPANY,
As Trustee

7683

First Supplemental Indenture

Dated as of November 1, 1957

DOUGLAS CO. KANSAS
FILED
DEC 9 - 1957
HAROLD A. BECK
REGISTER OF DEEDS

FIRST MORTGAGE BONDS. 6% SERIES DUE 1977

Supplemental to Indenture of Mortgage and Deed of Trust Dated as of March 1, 1957.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

REGISTRATION FEE

Amount of Indebtedness $ 500,000
Fees $ 12.50 Paid this ___ day of DEC 4 - 1957 No. ___
L. C. MADDOX,
Recorder of Deeds, Wyandotte County, Kansas

INDENTURE, dated as of November 1, 1957, between Greeley Gas Company, a corporation organized and existing under the laws of the State of Colorado (hereinafter sometimes called the "Company") having its principal place of business in Denver, Colorado, party of the first part, and The Central Bank and Trust Company, a banking corporation organized and existing under the laws of Colorado (hereinafter sometimes called the "Trustee"), as Trustee, party of the second part,

Whereas, the Company has heretofore executed and delivered to the Trustee its Indenture of Mortgage and Deed of Trust dated as of March 1, 1957 (hereinafter sometimes called the "Original Indenture") to secure the payment of the principal of, premium, if any, and interest on, all bonds at any time issued and outstanding thereunder, and to establish and declare the terms and conditions upon which bonds are to be issued and secured thereunder; and

Whereas, bonds in the aggregate principal amount of One Million Three Hundred Thousand Dollars ($1,300,000) have heretofore been issued under and in accordance with the terms of the Original Indenture, as an initial series designated "First Mortgage Bonds, 5¼% Series due 1977", herein sometimes called "bonds of the 1977 Series", and are outstanding at the date hereof; and

Whereas, the Original Indenture provides that the Company and the Trustee may enter into indentures supplemental to the Original Indenture to convey, transfer and assign to the Trustee and to subject to the lien of the Indenture, with the same force and effect as though specifically described in the Granting Clauses of the Original Indenture, additional property owned by the Company, acquired by it through purchase, consolidation, merger, donation or otherwise; to provide for the creation of any series of bonds (other than the 1977 Series); and to add to the covenants and agreements of the Company contained in the Indenture further covenants thereafter to be observed (the term "Indenture" and other terms used herein having the mean-