ings assigned thereto in the Original Indenture, except as herein expressly modified); and

WHEREAS, the Company has duly determined to create a second series of Bonds to be known as "First Mortgage Bonds, 6% Series due 1977", herein sometimes called "bonds of Series A", all as herein provided, and to add to the covenants and agreements contained in the Indenture the covenants and agreements hereinafter set forth; and

WHEREAS, the Original Indenture further provides that the Company and the Trustee may, with the written consent of the holders of specified percentages of bonds outstanding under the Indenture, enter into indentures supplemental to the Original Indenture to modify any of the provisions of the Indenture and such written consent has been obtained to the execution of this Supplemental Indenture; and

WHEREAS, the Company has acquired, since the execution and delivery of the Original Indenture, the additional property hereinafter described, and the Company desires that such additional property so acquired be specifically subjected to the lien of the Indenture; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a First Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this First Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized; and

WHEREAS, all the requirements of law and of the charter and by-laws of the Company, including all requisite action of directors, and all things necessary to make said bonds of Series A, when duly

executed by the Company and authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal obligations of the Company, have happened, been done, and been performed;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Greeley Gas Company in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance by the holders thereof of the bonds at any time issued under the Indenture and of One Dollar ($1) to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, and interest and premium, if any, on, all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons annexed thereto, and to secure the performance and observance of all the covenants and conditions therein and in the Indenture contained, and to declare the terms and conditions upon and subject to which said bonds are and are to be issued and secured, has executed and delivered this First Supplemental Indenture and hath granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these present doth grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto The Central Bank and Trust Company, as Trustee, and its successor or successors in the trust and its assigns forever, the following property, to wit:

PART FIRST.

GAS DISTRIBUTION SYSTEMS AND FEE PROPERTY.

A. The gas distributing plants and systems owned by the Company, located in and adjacent to the Cities of Basehor, Bonner Springs, Eudora, De Soto, Marion, Peabody, Hillsboro, Tampa, Ramona, Lincolnville, Lost Springs, Herington, Wilsey and White City, all in Dickinson, Morris, Marion, Johnson, Douglas, Leavenworth and Wyandotte Counties, in the State of Kansas; and