

tional similar certificate as to the Company's net earnings for the period covered by said "net earnings certificate" in which the net earnings of the Company shall be computed in accordance with the provisions of said §1.06, except that (a) there shall be excluded from the gross operating revenues derived from the gas business required to be shown by *Clause (1) of subdivision (A) of §1.06* an amount equal to the gross operating revenues attributable to any gas systems and plants leased from others, and (b) there shall be excluded from the operating expenses required to be shown by *Clause (2) of subdivision (A) of said §1.06* an amount equal to all operating expenses attributable to any such gas systems and plants.

Section 2. The Indenture is in all respects ratified and confirmed, and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Indenture on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All covenants and provisions of the Indenture shall continue in full force and effect, and this Supplemental Indenture shall form part of the Indenture. All terms defined in *Article 1 of the Original Indenture* shall, for all purposes of this Supplemental Indenture, have the meanings in said *Article 1* specified, unless the context otherwise requires.

Section 3. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Supplemental Indenture, shall be a Sunday or a legal holiday or a day on which banking institutions in the City of New York, or

Kansas City, Missouri, are authorized by law to close, such payment may be made or act performed or right exercised on the next succeeding day not a Sunday or legal holiday or a day on which such banking institutions are authorized by law to close, with the same force and effect as if done on the nominal date provided in this Supplemental Indenture, and no interest shall accrue for the period after such nominal date.

Section 4. The Company is carrying on the business of a public utility.

Section 5. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

In Witness Whereof, The Gas Service Company, party hereto of the first part, has caused this Supplemental Indenture to be signed in its corporate name by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and The Chase Manhattan Bank, party hereto of the second part, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and Commerce Trust Company, also party hereto of the second part, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be signed in its corporate name by its President or a Vice President and its corporate seal to