

MORTGAGE RECORD 75

SAUL DOORWORTH STATIONERY CO. KANSAS CITY, MO. 64114

Section 3.--So long as any of the Bonds of the 1928 Series shall be outstanding wherever in the Original Indenture or this Supplemental Indenture or any other supplemental Indenture Article VIII of the Original Indenture is referred to such reference shall be deemed to include a reference to this Article and wherever Section 1 of Article VIII of the Original Indenture is referred to such reference shall be deemed to include a reference to Section 1 of this Article.

ARTICLE IX.

Remedies Upon Default.

Section 1.--The provisions contained in Section 1 of Article IX of the Original Indenture which are expressly stated to be effective so long as any Bonds of the 1927 Series are outstanding, shall also be effective so long as any Bonds of the 1928 Series are outstanding.

Section 2.--So long as any Bonds of the 1928 Series shall be outstanding wherever in the Original Indenture or this Supplemental Indenture or any other supplemental Indenture Article IX of the Original Indenture is referred to such reference shall be deemed to include a reference to this Article; wherever Section 1 of Article IX of the Original Indenture is referred to such reference shall be deemed to include a reference to Section 1 of this Article; and wherever any events of default specified in Section 1 of Article IX of the Original Indenture are referred to such reference shall be deemed to include a reference to Section 1 of this Article.

Section 3.--It shall be deemed an Event of Default if, in case, so long as any Bonds of the 1928 Series are outstanding, one or more of the following events shall happen, that is to say:

(a) Default shall be made in the observance of any of the covenants, agreements or conditions on the part of the Company, in the Bonds or in the Original Indenture, or in this Supplemental Indenture expressed, except as in Article VI of the Original Indenture specifically excepted and the Company shall not remedy such default within ninety (90) days after written notice of such default shall have been served upon the Company by the Trustee, which shall serve such notice at the request of the holders of 5% in amount of the Bonds of the 1928 Series then outstanding; or

(b) a receiver, other than by reason of insolvency or bankruptcy, shall be appointed of the property of the Company or any Subsidiary Company, and shall not be dismissed within sixty (60) days after appointment, and the declaration in writing delivered to the Trustee by thirty-five per cent. (35%) in principal amount of the Bonds of the 1928 Series then outstanding that the appointment of said receiver constitutes a default.

Section 4.--The provisions contained in Section 17 of Article IX of the Original Indenture which are expressly stated to be effective so long as any Bonds of the 1927 Series are outstanding shall also be effective so long as any Bonds of the 1928 Series are outstanding.

ARTICLE X.

The Trustees.

Section 1.--Unless and until the Trustees shall have received written notice to the contrary from the holders of not less than five per cent, in amount of the Bonds of the 1927 Series or five per cent, in amount of the Bonds of the 1928 Series outstanding the Trustees may assume that for the purposes of the Original Indenture and this Supplemental Indenture no default has been made by the Company in the payment of any of the Bonds or of the interest thereon or in the observance or performance of any of the covenants contained in the Bonds or in the Original Indenture or this Supplemental Indenture and that none of the Events of Default has happened, and may so assume unless the said notice shall distinctly specify the default desired to be brought to the attention of the Trustees.

Section 2.--The Trustees shall incur no liability whatsoever by reason of their not requiring the Original Indenture or this Supplemental Indenture or any supplemental Indenture to be recorded, filed, re-recorded or re-filed, unless thereunto requested by the holders of over 10% in amount of the Bonds of the 1927 Series or of over 10% in amount of the Bonds of the 1928 Series then outstanding.

ARTICLE XI.

Section 1.--Whenever in the Original Indenture or in this Supplemental Indenture the term "outstanding" is used as applied to Bonds authenticated under the Original Indenture, it shall be deemed to mean, so long as any Bonds of the 1928 Series are outstanding, all Bonds theretofore authenticated by the Central Company and not retired and shall include Bonds authenticated by the Central Company and held unissued in the Company's treasury.

Section 2.--The term "Subsidiary Company" wherever used in this Supplemental Indenture shall have the same meaning as in the Original Indenture.

Section 3.--This Supplemental Indenture has been executed and delivered pursuant to the provisions of Section 4 of Article I of the Original Indenture for the purpose of creating the series of Bonds described herein as the Bonds of the 1928 Series and for the purpose of creating and defining, within the limitations prescribed by said Section 4 of Article I of the Original Indenture, the rights and privileges of the holders of Bonds of the 1928 Series. So long as any Bonds of the 1927 Series shall remain outstanding the provisions contained in this Supplemental Indenture shall in no case, except with respect to Section 4 of this Article, be deemed to be in substitution of any of the provisions of the Original Indenture.

This Supplemental Indenture and the Original Indenture are to be read together and construed as one and the same instrument, and so long as any Bonds of the 1927 Series shall remain outstanding the provisions of the Original Indenture shall govern in case of any conflict between the provisions thereof and hereof except in so far as modification of the provisions of the Original Indenture is permitted by Section 4 of Article I of the Original Indenture, and after the retirement of all the Bonds of the 1927 Series the provisions hereof shall govern in case of any such conflict.

Section 4.--In taking any action provided in this Supplemental Indenture to be taken by either of the Trustees, each Trustee shall be entitled to enjoy all the rights, privileges and immunities prescribed for the Trustees in and by the Original Indenture.

IN WITNESS WHEREOF, CITIES SERVICE GAS COMPANY, party of the first part, has caused these presents to be signed in its corporate name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signatures of its Secretary or one of its Assistant Secretaries, and the due execution of these presents to be acknowledged and CENTRAL HANOVER BANK AND TRUST COMPANY and COMMERCE TRUST COMPANY, the parties of the second part, have, to signify their acceptance of the trust hereby created, caused these presents to be signed in their respective corporate names by their respective Presidents or one of their respective Vice-Presidents or one of their Assistant Vice-Presidents, and their respective corporate seals to be hereunto affixed and the same to be attested by the signature of their respective Secretaries or one of their respective Assistant Secretaries, and the due execution of these presents to be acknowledged, as of the day and year first above written.

CITIES SERVICE GAS COMPANY  
By Floyd C. Brown  
Vice-President.

Attest: E. E. McWhiney  
Assistant Secretary.