

shall mature on such date or dates, shall bear interest at such rate payable in such instalments and on such dates, and may be redeemable before maturity at such price or prices and upon such terms and conditions, as shall be fixed and determined by the Board of Directors of the Company, and as shall be appropriately expressed in the Bonds of such series; and:

WHEREAS the Company in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture as amended, and pursuant to appropriate resolutions of its Board of Directors and of its stockholders, has duly resolved and determined to make, execute and deliver to the Trustee a Supplemental Indenture in the form hereof for the purposes herein provided, and has authorized the issue of its First Mortgage Pipeline Bonds, 3 1/4% Series due 1968 (hereinafter called the "Bonds of 1968 Series") in an aggregate principal amount not to exceed Twenty million dollars (\$20,000,000), dated January 15, 1948, due January 15, 1968, and otherwise to be as in this Supplemental Indenture provided; and:

WHEREAS the Company desires, prior to the issue of the Bonds of 1968 Series, to amend certain provisions of, and to add new provisions to, the Original Indenture as amended, to the extent hereinafter set forth; and:

WHEREAS the Original Indenture as amended, contains a covenant that at any and all times, the Company will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances for the better assuring, conveying and confirming unto the Trustee all and singular the property thereby conveyed or intended so to be, as the New York Trustee shall reasonably require for better accomplishing the provisions and purposes of said Original Indenture as amended, and for securing payment of the principal of and interest on the Bonds issued thereon.

of \$1 duly paid to the Company by the Trustees at or before the ensuing and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Supplemental Indenture, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustee, the following property, rights, privileges and franchises, which collectively, together with such of the property, rights, privileges and franchises as are described in the Original Indenture and the First Supplemental Indenture and are owned by the Company on the date of the execution and delivery hereof (other than property of a character embraced within the definition of Excepted Property as the same is defined in the Original Indenture as amended); the conveyance of which is hereby expressly confirmed, are hereinafter called the "Trust Estate" or the "mortgaged property", with the same force and effect as though described in the following form in the granting clauses of the Original Indenture, to wit:

CLAUSE A Fee Property.

All that piece and parcel of land situate in the County of Douglas, State of Kansas, more particularly bounded and described as follows:

1st Parcel: East Half of Northeast Quarter of Northeast Quarter of Northwest Quarter of Section 12, Twp. 13 S., R. 19 E., more particularly described as follows: commencing at the Northeast corner of Northwest Quarter said Sec. 12; thence South on Quarter-section line 40 rods; thence West 20 rods; thence North 40 rods; thence East 20 rods to place of beginning, containing 5 acres.

All those certain pieces and parcels of land situate in the County of Grant, State of Kansas, more particularly bounded and described as follows:

2nd Parcel: Northeast Quarter Sec. 3, Twp. 29 S., R. 35 W., containing 160 acres, more or less, subject,

der; and the Company has acquired since the execution and delivery of the Original Indenture and the First Supplemental Indenture additional property included in the property hereinafter described, and the Company desires, and the New York Trustee requests, that such additional property so acquired be conveyed to the Trustee; and:

WHEREAS the Company represents that all acts and proceedings required by law and by the charter and by-laws of the Company, including all action requisite on the part of its stockholders, directors and officers, necessary to make the Bonds, when executed by the Company, authenticated and delivered by the New York Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Original Indenture, the First Supplemental Indenture and this Supplemental Indenture valid, binding and legal instruments for the security of the Bonds, in accordance with the terms of the Bonds and of such instruments, have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that in order to secure the payment of the principal of and interest on all Bonds at any time outstanding under the Indenture (the term "Indenture" being used in this Supplemental Indenture as defined in (1) hereof) according to their tenor, purpose and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds and in the Indenture contained and to declare the terms and conditions upon and subject to which the Bonds are and are to be issued and secured, and in order to carry out more effectually the purpose of the Indenture, by conveying to the Trustee property acquired by the Company since the date of the Original Indenture, and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders thereof, and of the sum

however, to reservation of all oil, gas and other minerals lying and situated in and under said premises together with the rights of ingress and egress for the purposes of developing said minerals.

3rd Parcel: All of the Northwest Quarter of Sec. 3, Twp. 29 S., R. 35 W., containing 160 acres, more or less; subject, however, to reservation of all oil, gas and other minerals lying and situated in and under said premises together with the rights of ingress and egress for the purposes of developing said minerals.

All those certain pieces and parcels of land situate in the County of Johnson, State of Kansas, more particularly bounded and described as follows:

4th Parcel: That tract of land described as beginning at a point 1304.06 feet North and 20 feet East of the West Quarter corner of Sec. 7, Twp. 12 S., R. 25 E., said point being the Northwest corner of Lot 28, Merriam View Second Addition; thence East 146.62 feet; thence South 66.66 feet; thence West 146.62 feet to a point on the East line of Loomis Avenue; thence North with said East line of Loomis Avenue a distance of 66.66 feet to point of beginning, less a strip of land off the West end of the above described land granted by easement for widening Loomis Avenue. The above described land contains 0.224 of an acre, more or less.

5th Parcel: South Half of Southeast Quarter of Northeast Quarter of Sec. 15, Twp. 13 S., R. 24 E., containing 20 acres, more or less.

All those certain pieces and parcels of land situate in the County of Jackson, State of Missouri, more particularly bounded and described as follows:

6th Parcel: A tract or parcel of land located in the Northeast Quarter of Northeast Quarter of Sec. 4, Twp. 48 N., R. 32 W., being more particularly described as follows: Beginning at a point 1108.38 feet South of the Northeast corner of Sec. 4, Twp. 48 N., R. 32 W.; thence South 75 feet; thence West 70 feet; thence North 75 feet; thence East 70 feet to place of beginning, subject, however, to highway more particularly known as Woodson Road.