

WHEREAS, the Company desires by this Fourth Supplemental Indenture to provide for the creation of a new series of bonds under the Original Indenture to be designated "First Mortgage Bonds, 2½% Series Due 1973" (hereinafter called "2½% Bonds of 1973 Series"); and the Original Indenture provides, that certain terms and provisions, as determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided by the execution of an appropriate supplemental indenture; 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 Original Indenture additional properties acquired by the Company; and add to the covenants and agreements of the Company contained in the Original Indenture other covenants and agreements thereunder to be observed; 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 and indentures supplemental thereto, and pursuant to appropriate resolutions of its Board of Directors, 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

WHEREAS, all conditions and requirements necessary to make this Fourth 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:

Now, therefore, THU INDENTURE WITNESSETH:

That, in consideration of the premises and of the mutual covenants herein contained and of the sum of One Dollar duly paid by the Trustee to the Company at or before the time of the execution of these presents,

[illegible]

FIRST.

All and singular the rents, real estate, chattels real, movables, servitudes, and leaseholds and other interests in real estate of the Company hereinafter enumerated, which are subject to the provisions of Article XII of the Original Constitution, the Company may hereafter acquire, including among other things, the following property located in the State of Kansas, together with all improvements of any type located thereon:

PARCELS OF REAL ESTATE

The following described parcels of real estate, all of which are located in the State of Kansas in the respective counties hereinafter specified:

CHASE COUNTY

1. *Cottonwood Falls Office Building Site:* The South One-half (S½) of Lot Six (6) and the North One-half (N½) of Lot Seven (7), except One (1) foot off the entire South side of said North One-half (N½) of said Lot Seven (7), all in Block Fifteen (15) North Cottonwood Falls, City of Cottonwood Falls, Kansas.