Six million, five hundred thousand dollars ($6,500,000), all of which are presently outstanding; and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional bonds in substitution for the said First Mortgage Bonds, 3½% Series due 1969, now outstanding and on the basis of net bondable value of property additions not subject to an unfunded prior lien, upon compliance with the provisions of Article III of the Original Indenture; and

WHEREAS, the Company desires by this Fifth Supplemental Indenture to provide for the creation of a new series of bonds under the Original Indenture to be designated "First Mortgage Bonds, 2¾% Series Due 1984" (hereinafter called "Bonds of 1984 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 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 Fifth 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, THIS 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, and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest and premium, if any, on all Bonds at any time

issued and outstanding under the Original Indenture as amended by all indentures supplemental thereto (hereinafter sometimes collectively called "the Indenture") according to their tenor, purport and effect, and to declare certain terms and conditions upon and subject to which Bonds are to be issued and secured, the Company has executed and delivered this Supplemental Indenture and by these presents grants, bargains, sells, warrants, aliens, releases, conveys, assigns, transfers, mortgages, pledges, sets over and ratifies and confirms unto Harris Trust and Savings Bank, as Trustee, and to its successors in trust under the Indenture forever, all and singular the following described properties (in addition to all other properties heretofore specifically subjected to the lien of the Indenture and not heretofore released from the lien thereof), that is to say:

FIRST.

All and singular the rents, real estate, chattels real, easements, servitudes, and leaseholds and other interests in real estate of the Company hereinafter enumerated, or which, subject to the provisions of Article XII of the Original Indenture, 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:

DICKINSON COUNTY

1. *Electric Substation Site:* A part of the Southwest Quarter of the Southwest Quarter (SW¼ SW¼) of Section Six (6), Township Fourteen (14) South (S), Range Four (4) East (E), described as follows: Beginning at a point twenty-five (25) feet North and twenty (20) feet East of the Southwest corner of said quarter section; thence North fifty (50) feet; thence East fifty (50) feet; thence South fifty (50) feet; thence West fifty (50) feet to the place of beginning.