collectively called the "Original Indenture as amended"); 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 Trustees 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 thereunder; and

WHEREAS the Company has completed the construction of the 26 inch pipe line from the Kansas-Hugoton Compressor Station to Kansas City, described in said Second Supplemental Indenture as being in process of construction or to be constructed, and the Company has also acquired other additional property hereinafter described, and the Company desires, and the New York Trustee requests, that such completed pipeline and additional property so acquired be specifically conveyed to the Trustees; and

WHEREAS the Company represents that all acts, and proceedings required by law and by the charter and by-laws of the Company to constitute this Supplemental Indenture a valid, binding and legal instrument for the security of the Bonds, in accordance with the terms of the Original Indenture as amended, 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), and in order to carry out more effectually the purpose of the Indenture, by conveying to the Trustees property acquired by the Company, and for and in consideration of the premises, and of the sum of $1 duly paid to the Company by the Trustees at or before the ensealing 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 Trustees, the following property, rights, privileges and franchises, to wit:

Fee Property.

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

1st Parcel: Northwest quarter of the Southwest quarter of Section 28, and the Northeast Quarter of the Southeast Quarter of Section 29, all in Twp. 22 S., Rge. 8 E. of the 6th Principal Meridian.

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

2nd Parcel: Beginning at a point 30 feet west and 40 feet north of the SE corner of the Southeast Quarter Section 15, Twp. 15 S., Rge. 8 W.; thence West 660 feet; thence North 330 feet; thence East 660 feet; thence South 330 feet to point of beginning, containing five acres, more or less.

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

3rd Parcel: Beginning at the Northeast corner of Section 30, Twp. 16, Rge. 20; thence West 125 feet; thence South 495½ feet; thence East 125 feet; thence North to point of beginning, subject to existing roadways.