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Carl H. Hibel
REGISTER OF DEEDS

**Thirty-second
Supplemental Indenture**

UTILICORP UNITED INC.

TO

**COMMERCE BANK OF KANSAS CITY, N.A.
TRUSTEE**

Dated as of February 15, 1986

NEBRASKA

02380

THIS THIRTY-SECOND SUPPLEMENTAL INDENTURE, dated as of the fifteenth day of February, 1986, made and entered into by and between UTILICORP UNITED INC. (formerly named MISSOURI PUBLIC SERVICE COMPANY), a corporation organized and existing under the laws of the State of Missouri (hereinafter commonly referred to as the "Company"), and COMMERCE BANK OF KANSAS CITY, N.A., a national banking association organized and existing under the laws of the United States of America with its principal office and place of business in Kansas City, State of Missouri (hereinafter commonly referred to as the "Trustee," which term shall include said Bank as previously named), as Trustee under the Indenture dated January 1, 1946, Supplemental Indenture dated September 1, 1946, Second Supplemental Indenture dated January 1, 1948 and Third Supplemental Indenture dated January 1, 1949, and heretofore executed by Missouri Public Service Corporation, a Delaware corporation (hereinafter commonly referred to as the "Delaware corporation"), which under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective on May 31, 1950, was merged with the Company, a Fourth Supplemental Indenture dated June 1, 1950 wherein and whereby the Company adopted the foregoing Indenture and all supplements thereto as its own, and assumed and agreed to perform and fulfill all of the terms, covenants and conditions thereof, a Fifth Supplemental Indenture dated as of June 1, 1951, a Sixth Supplemental Indenture dated as of January 1, 1952, a Seventh Supplemental Indenture dated as of September 1, 1953, an Eighth Supplemental Indenture dated as of September 1, 1954, a Ninth Supplemental Indenture dated as of June 1, 1955, a Tenth Supplemental Indenture dated as of February 1, 1957, an Eleventh Supplemental Indenture dated as of September 1, 1957, a Twelfth Supplemental Indenture dated as of April 1, 1959, a Thirteenth Supplemental Indenture dated as of April 15, 1961, a Fourteenth Supplemental Indenture dated as of March 15, 1967, a Fifteenth Supplemental Indenture dated as of September 1, 1967, a Sixteenth Supplemental Indenture dated as of January 15, 1968, a Seventeenth Supplemental Indenture dated as of May 1, 1968, an Eighteenth Supplemental Indenture dated as of January 1, 1969, a Nineteenth Supplemental Indenture dated as of April 15, 1969, a Twentieth Supplemental Indenture dated as of May 1, 1971, a Twenty-first Supplemental Indenture dated as of April 15, 1972, a Twenty-second Supplemental Indenture dated as of April 1, 1973, a Twenty-third Supplemental Indenture dated as of November 15, 1974, a Twenty-fourth Supplemental Indenture dated as of December 1, 1974, a Twenty-fifth Supplemental Indenture dated as of September 1, 1976.

a Twenty-sixth Supplemental Indenture dated as of July 1, 1977, a Twenty-seventh Supplemental Indenture dated as of April 1, 1978, a Twenty-eighth Supplemental Indenture dated as of September 15, 1979, a Twenty-ninth Supplemental Indenture dated as of November 15, 1980, a Thirtieth Supplemental Indenture dated as of October 15, 1982 and a Thirty-first Supplemental Indenture dated as of October 15, 1983, executed by the Company,

WITNESSETH:

WHEREAS, the Delaware corporation had heretofore entered into an Indenture (hereinafter commonly referred to as the "Original Indenture"), dated January 1, 1946 (but actually executed the 25th day of April, 1946) to the Trustee for the purpose of securing the corporate bonds to be issued thereunder, and did thereby convey and transfer to the Trustee all of its property (except certain property expressly excepted) upon the trusts therein stated, and did thereafter enter into a Supplemental Indenture (hereinafter sometimes referred to as the "First Supplemental Indenture"), Second Supplemental Indenture and Third Supplemental Indenture with said Trustee, said Supplemental Indentures being dated September 1, 1946 (but actually executed the 27th day of August, 1946), January 1, 1948 (but actually executed the 16th day of June, 1948), and January 1, 1949 (but actually executed the 12th day of April, 1949), respectively, under which Original Indenture and Supplemental Indentures Series A, Series B, Series C and Series D Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of April 11, 1950 and made effective on May 31, 1950, the Delaware corporation was merged with the Company, and pursuant to said Agreement and Plan of Merger and in accordance with the provisions of Article XIV of the Original Indenture, the Company and the Trustee entered into a Fourth Supplemental Indenture dated June 1, 1950 (and actually executed on June 1, 1950) wherein the Company adopted the Original Indenture and all supplements thereto as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder; and

WHEREAS, thereafter the Company and said Trustee entered into a Fifth Supplemental Indenture dated as of June 1, 1951 (but actually

executed on May 29, 1951), under which Original Indenture and Supplemental Indenture Series E Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, pursuant to a Plan of Merger dated November 1, 1951 and made effective as at the close of business on December 31, 1951, Missouri Gas & Electric Service Company, a Missouri corporation, was merged with the Company and thereby the Company, as the surviving corporation in the merger, acquired all the property of said Missouri Gas & Electric Service Company; and pursuant to said Plan of Merger and in accordance with the provisions of Article XIV of the Original Indenture, the Company and the Trustee entered into a Sixth Supplemental Indenture dated as of January 1, 1952 (but actually executed on January 3, 1952), wherein the Company confirmed the Original Indenture and each of the Supplemental Indentures and conveyed to the Trustee all of the right, title and interest of the Company in and to any and all premises, plants, property, leases and leaseholds, franchises, permits, rights and powers of every kind and description, real and personal acquired by it and resulting from the merger of Missouri Gas & Electric Service Company with the Company as further security for the bonds heretofore and hereafter to be issued under the Original Indenture and all supplements thereto, including the Series F Bonds issued and heretofore retired under and pursuant to the terms and provisions of said Sixth Supplemental Indenture; and

WHEREAS, thereafter the Company and said Trustee entered into a Seventh Supplemental Indenture dated as of September 1, 1953 (but actually executed on September 8, 1953), under which Original Indenture and Supplemental Indenture Series G Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into an Eighth Supplemental Indenture dated as of September 1, 1954 (but actually executed on August 27, 1954), under which Original Indenture and Supplemental Indenture Series H Bonds have heretofore been issued and have heretofore been retired, but contemporaneously with the issuance of the Series H Bonds, the Series G Bonds were redeemed, cancelled and fully satisfied; and

WHEREAS, thereafter the Company and said Trustee entered into a Ninth Supplemental Indenture dated as of June 1, 1955 (but actually

executed on May 27, 1955), under which Original Indenture and Supplemental Indenture Series I Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Tenth Supplemental Indenture dated as of February 1, 1957 (but actually executed on February 8, 1957), under which Original Indenture and Supplemental Indenture Series J Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into an Eleventh Supplemental Indenture dated as of September 1, 1957 (but actually executed on August 27, 1957), under which Original Indenture and Supplemental Indenture Series K Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twelfth Supplemental Indenture dated as of April 1, 1959 (but actually executed on April 6, 1959), under which Original Indenture and Supplemental Indenture Series L Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Thirteenth Supplemental Indenture dated as of April 15, 1961 (but actually executed on April 22, 1961), under which Original Indenture and Supplemental Indenture Series M Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Fourteenth Supplemental Indenture dated as of March 15, 1967 (but actually executed on March 10, 1967), under which Original Indenture and Supplemental Indenture Series N Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Fifteenth Supplemental Indenture dated as of September 1, 1967 (but actually executed on September 6, 1967), under which Original Indenture and Supplemental Indenture Series O, P and Q Bonds have heretofore been issued and the Series P and Series Q Bonds have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Sixteenth Supplemental Indenture dated as of January 15, 1968 (but actually executed on January 10, 1968), under which Original Indenture and Supplemental Indenture Series R Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Seventeenth Supplemental Indenture dated as of May 1, 1968 (but actually executed on May 9, 1968), under which Original Indenture and Supplemental Indenture Series S and T Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into an Eighteenth Supplemental Indenture dated as of January 1, 1969 (but actually executed on January 9, 1969), under which Original Indenture and Supplemental Indenture Series U Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Nineteenth Supplemental Indenture dated as of April 15, 1969 (but actually executed on April 16, 1969), under which Original Indenture and Supplemental Indenture Series V Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Twentieth Supplemental Indenture dated as of May 1, 1971 (but actually executed on May 21, 1971), under which Original Indenture and Supplemental Indenture Series W Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-first Supplemental Indenture dated as of April 15, 1972 (but actually executed on April 18, 1972), under which Original Indenture and Supplemental Indenture Series X Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-second Supplemental Indenture dated as of April 1, 1973 (but actually executed on April 11, 1973), under which Original Indenture and Supplemental Indenture Series Y Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-third Supplemental Indenture dated as of November 15, 1974 (but actually executed by the Company and said Trustee on November 15, 1974 and November 18, 1974, respectively), under which Original Indenture and Supplemental Indenture Series Z Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-fourth Supplemental Indenture dated as of December 1, 1974 (but

actually executed on December 19, 1974), pursuant to which the maturity date of the Series U Bonds was extended in accordance with an authorizing order of the Public Service Commission of the State of Missouri; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-fifth Supplemental Indenture dated as of September 1, 1976 (but actually executed by the Company and said Trustee on September 20, 1976 and September 17, 1976, respectively), under which Original Indenture and Supplemental Series AA Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-sixth Supplemental Indenture dated as of July 1, 1977 (but actually executed on July 25, 1977), under which Original Indenture and Supplemental Indenture Series BB Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-seventh Supplemental Indenture dated as of April 1, 1978 (but actually executed on March 28, 1978), under which Original Indenture and Supplemental Indenture Series CC Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-eighth Supplemental Indenture dated as of September 15, 1979 (but actually executed by the Company and said Trustee on September 20, 1979 and September 11, 1979, respectively), under which Original Indenture and Supplemental Indenture Series DD Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-ninth Supplemental Indenture dated as of November 15, 1980 (but actually executed on November 17, 1980), under which Original Indenture and Supplemental Indenture Series EE Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Thirtieth Supplemental Indenture dated as of October 15, 1982 (but actually executed on October 25, 1982), under which Original Indenture and Supplemental Indenture Series FF Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Thirty-first Supplemental Indenture dated as of October 15, 1983 (but actually executed on October 20, 1983), under which Original Indenture and Supplemental Indenture Series GG Bonds have heretofore been issued (the Original Indenture as supplemented and amended to date by thirty-one supplemental indentures to and including said Thirty-first Supplemental Indenture and as further supplemented and amended by this Thirty-second Supplemental Indenture is hereinafter referred to as "the Indenture"); and

WHEREAS, it is provided in the Original Indenture that there may be from time to time issued thereunder and secured thereby additional bonds in series, and the Company has by resolution of its board of directors as theretofore authorized by resolution of its stockholders, duly adopted, determined forthwith to issue an additional series of bonds to be secured by the Indenture and to be known and designated as Series HH; and

WHEREAS, each of the bonds of Series HH is to be substantially in the following form, to wit:

(FORM OF BOND OF SERIES HH)

No. \$

UTILICORP UNITED INC.

10¼% FIRST MORTGAGE BOND, SERIES HH

DUE MARCH 15, 1998

UtiliCorp United Inc., a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, the principal sum of dollars on the fifteenth day of March, 1998, and to pay to the registered owner interest on said sum from the date hereof, at the rate of ten and one-quarter per centum (10¼%) per annum, payable half-yearly on the fifteenth day of March and the fifteenth day of September in each year, the first installment of interest being payable on September 15, 1986, until said principal sum shall become due and payable and to pay on demand interest on any overdue principal and, to the extent permitted by applicable law,

on any overdue installment of interest at the rate of twelve and one-quarter per centum (12¼%) per annum until paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, or, if a home office payment agreement shall be in effect with respect to this bond, at such place as provided therein, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. Interest on this bond shall be payable on the basis of a 360-day year of twelve 30-day months.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture dated January 1, 1946 (hereinafter referred to as the "Original Indenture"), between the Company (as successor by merger to the Missouri Public Service Corporation, a Delaware corporation) and Commerce Bank of Kansas City, N.A. (as successor trustee to Commerce Trust Company), as trustee (hereinafter referred to as the "Trustee"), as supplemented and amended to date by thirty-two supplemental indentures to and including a thirty-second supplemental indenture dated as of February 15, 1986 (hereinafter referred to as the "Thirty-second Supplemental Indenture") between the Company and the Trustee (the Original Indenture as supplemented and amended to date is hereinafter referred to as the "Indenture"). Reference to the Indenture is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided.

The bonds of Series HH, of which this is one, shall not be redeemed on any date prior to March 15, 1994 (except pursuant to the debt retirement fund provisions of Section 2 of the Thirty-second Supplemental Indenture, referred to in the next succeeding paragraph). On and after March 15, 1994 bonds of Series HH may be redeemed by the Company upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of the Thirty-second Supplemental Indenture), by the payment of the principal amount of the bonds called for redemption and the respective premiums,

stated as percentages of the principal amount called, set forth below, upon calls fixing the date of redemption on any interest payment date in the respective twelve months' period beginning on the fifteenth day of March in each year of the following years:

<u>Year</u>	<u>Premium</u>
1994	3.4167%
1995	2.5625
1996	1.7083
1997	0.8542

together in each case with accrued and unpaid interest to the date of redemption.

The Company has covenanted and agreed in Section 2 of the Thirty-second Supplemental Indenture, subject to the terms and provisions of said Section and Section 3 of the Thirty-second Supplemental Indenture, that, so long as any bonds of Series HH shall be outstanding, it will, on or before March 14, 1992, and on or before the fourteenth day of March of each year thereafter to and including March 14, 1998, pay to the Trustee as debt retirement fund moneys a sum in cash sufficient to retire by redemption \$14,300,000 principal amount of outstanding bonds of Series HH on the next succeeding March 15 (or all of the bonds of Series HH then outstanding if the aggregate principal amount thereof shall be less than \$14,300,000) at the principal amount thereof. Upon the redemption by the Trustee of bonds of Series HH pursuant to the provisions of said Section 2, the Company shall pay to the Trustee all interest up to but not including the day of redemption on all bonds of Series HH so redeemed, and any moneys paid to the Trustee under the provisions of said Section shall be applied by the Trustee to the redemption of bonds of Series HH at the principal amount thereof and accrued interest thereon to the date of redemption. All bonds of Series HH surrendered to the Trustee pursuant to the provisions of said Section shall thereupon be cancelled and destroyed by the Trustee. Except as provided in this paragraph and in the immediately preceding paragraph, the bonds of Series HH are not redeemable.

In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the

Indenture, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place of business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount, will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, UtiliCorp United Inc. has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries this day of , 19 .

UTILICORP UNITED INC.

By
President

ATTEST:

.....
Secretary

AND WHEREAS, on each of the bonds of Series HH issued under and secured by the Original Indenture, as supplemented and amended hereby (whether in temporary or definitive form) there is to be endorsed a certificate of the Trustee substantially in the following form, to wit:

(TRUSTEE'S CERTIFICATE)

This bond is one of the bonds of Series HH designated and described in the within-mentioned Original Indenture and Thirty-second Supplemental Indenture.

COMMERCE BANK OF KANSAS CITY, N.A.,
as Trustee,

By
Authorized Officer

AND WHEREAS, the Company desires, in accordance with provisions of paragraph (e) of Section 6 of Article II and of Article XVI of the Original Indenture, to execute this Thirty-second Supplemental Indenture and to make and enter into the agreements hereinafter set forth; and

WHEREAS, the execution and delivery of this Thirty-second Supplemental Indenture has been duly authorized by the board of directors of the Company pursuant to prior authorization of the stockholders of the Company; and the Company has requested and does hereby request the Trustee join with the Company in the execution and delivery of this Thirty-second Supplemental Indenture;

NOW THEREFORE, in consideration of the premises, and of the acceptance of the bonds by the holders and registered owners thereof, and of the sum of One Dollar (\$1.00) duly paid by the Trustee to the Company and of other good and valuable considerations, the receipt whereof is hereby acknowledged, and for the purpose of further securing the due and punctual payment of the principal, interest and premium, if any, on all bonds that shall be issued under the Original Indenture and which shall at any time be outstanding thereunder, and for the purpose of further securing the faithful performance and observance of all the covenants and conditions in the Original Indenture or in any supplemental indenture set forth, the Company hereby confirms the Original Indenture and each of the preceding supplemental indentures as heretofore and hereby supplemented, and the Company has given, granted, bargained, sold, transferred, assigned, pledged, mortgaged, warranted the title to and conveyed, and by these presents does give, grant, bargain, sell, transfer, assign, pledge, mortgage, warrant the title to and convey unto

Commerce Bank of Kansas City, N.A., as Trustee, as provided in the Original Indenture and herein, and its successor or successors in the trusts thereby and hereby created, and to its and their assigns, all the right, title and interest of the Company in and to any and all premises, plants, property, leases and leaseholds, franchises, permits, rights and powers of every kind and description, real and personal, acquired by the Company since the execution and delivery of the Original Indenture, except such of said properties or interests therein as may have been released by the Trustee or sold or disposed of in whole or in part as permitted by provisions of the Original Indenture, and all such properties hereafter acquired by the Company, together with the rents, issues, products and profits from all such properties; *but specifically reserving and excepting* from this instrument and the grant, conveyance, mortgage, transfer, pledge and assignment herein contained all right, title and interest of the Company, now owned or hereafter acquired, in and to the properties and rights specified in subclauses (a) to (i), both inclusive, of the granting clauses on page 9 of the Original Indenture, as supplemented and amended hereby.

Without in any way limiting or restricting the generality of the foregoing description, or the foregoing exceptions and reservations, the Company hereby expressly gives, grants, bargains, sells, transfers, assigns, pledges, mortgages, warrants the title to and conveys unto the Trustee, its successor or successors in the trusts of the Original Indenture and hereof, and its and their assigns, the additional property of the Company described in Schedule A hereto attached and hereby made a part hereof as fully as if set forth herein at length, together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining.

TO HAVE AND TO HOLD all said properties, rights and interests hereby conveyed, assigned, pledged or mortgaged, or intended or required so to be, unto the Trustee, its successor or successors in the trusts of the Original Indenture and hereof, and its and their assigns, forever;

BUT IN TRUST NEVERTHELESS for the equal and proportionate benefit and security of the holders and registered owners from time to time of all bonds and interest coupons heretofore, now or hereafter issued under the Original Indenture, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and

the performance of and compliance with the covenants and conditions of the Indenture as supplemented and amended hereby, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over any other or others by reason of the difference in the time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Original Indenture, the preceding supplemental indentures and this Thirty-second Supplemental Indenture; but so that each and every bond heretofore, now or hereafter issued under the Original Indenture shall have the same lien, and so that the interest on, premium, if any, and principal of every such bond shall, subject to the terms of the Original Indenture, be equally and proportionately secured thereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Original Indenture.

The Company does hereby further covenant and agree as follows, to wit:

SECTION 1. The aggregate principal amount of the bonds of Series HH at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed \$100,000,000. Each bond of Series HH shall be designated "10¼% First Mortgage Bond, Series HH, Due March 15, 1998". The bonds of Series HH shall be substantially in the form hereinbefore recited. Each bond of Series HH shall be dated as of the date of the interest payment day hereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid; in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof, in which event it shall be dated as of the date of issue, shall be due and payable March 15, 1998, shall bear interest from the date thereof until such sum shall have become due and payable; at the rate of ten and one-quarter per centum (10¼%) per annum payable half-yearly on the fifteenth day of March and the fifteenth day of September in each year, the first installment of interest being payable on September 15, 1986, and shall bear interest on any overdue principal and, to the extent permitted by applicable law, on any overdue installment of interest at the rate of twelve and one-quarter per centum (12¼%) per annum until paid, payable on demand and shall be payable, both as to principal and interest, at the office or agency of the Company.

in Kansas City, State of Missouri, or, if a home office payment agreement shall be in effect with respect to such bond, at such place as provided therein, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. Interest on the bonds of Series HH shall be payable on the basis of a 360-day year of twelve 30-day months.

The bonds of Series HH shall not be redeemable on any date prior to March 15, 1994 (except pursuant to the debt retirement fund provisions of Section 2 of this Thirty-second Supplemental Indenture). On and after March 15, 1994 any or all of the bonds of Series HH may be redeemed by the Company upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of this Thirty-second Supplemental Indenture), by the payment of the principal amount of the bonds called for redemption and the respective premiums, stated as percentages of the principal amount called, set forth below, upon calls fixing the date of redemption on any interest payment date in the respective twelve months' period beginning on the fifteenth day of March in each year of the following years:

Year	Premium
1994	3.4167%
1995	2.5625
1996	1.7083
1997	0.8542

together in each case with accrued and unpaid interest to the date of redemption.

SECTION 2. The Company covenants and agrees subject to the terms and provisions of this Section and Section 3 of this Thirty-second Supplemental Indenture that, so long as any bonds of Series HH shall be outstanding, it will, on or before March 14, 1992 and on or before the fourteenth day of March of each year thereafter to and including March 14, 1998, pay to the Trustee as debt retirement fund moneys a sum in cash sufficient to retire by redemption \$14,300,000 principal amount of outstanding bonds of Series HH on the next succeeding March 15 (or all of the bonds of Series HH then outstanding if the aggregate principal amount thereof shall be less than \$14,300,000) at the principal amount thereof.

Upon the redemption by the Trustee of bonds of Series HH pursuant to the provisions of this Section, the Company shall pay to the Trustee

all interest up to but not including the day of redemption on all bonds of Series HH so redeemed. Any moneys paid to the Trustee under the provisions of this Section shall be applied by the Trustee to the redemption of bonds of Series HH at the principal amount thereof and accrued interest thereon to the date of redemption.

All bonds of Series HH surrendered to the Trustee pursuant to the provisions of this Section shall thereupon be cancelled and destroyed by the Trustee.

Except as provided in Section 1 and in this Section 2 of this Thirty-second Supplemental Indenture, the bonds of Series HH are not redeemable.

SECTION 3. Notwithstanding any other provision of the Original Indenture or this Thirty-second Supplemental Indenture, in case of the redemption of a part only of the bonds of Series HH pursuant to Section 1 or 2 of this Thirty-second Supplemental Indenture, the principal amount thereof (\$1,000 or any integral multiples thereof) to be redeemed shall be prorated by the Trustee among all of such bonds then outstanding in the proportion that the unpaid principal amount of each such bond bears to the aggregate principal amount of all such bonds then outstanding. In any redemption pursuant to Section 1 or 2 of this Thirty-second Supplemental Indenture, bonds held by the Company or an affiliate of the Company (as defined in the Original Indenture) shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

Effective notice of any redemption pursuant to Section 1 or 2 of this Thirty-second Supplemental Indenture shall be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (c) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (d) if less than the whole principal amount of any bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, unless a home office payment agreement shall be in effect, upon presentation of such bonds for redemption, there will be issued, without charge therefor, in lieu of the unredeemed portion of the principal amount thereof, a new bond or bonds of an aggregate principal

amount equal to such unredeemed portion. The Trustee shall cause such bonds called for redemption to be redeemed and paid in accordance with this Section 3 and Section 1 or 2 of this Thirty-second Supplemental Indenture.

SECTION 4. The Company may enter into a written agreement with any person who is or is to become the registered holder of any of the bonds of Series HH providing that it will cause all payments on account of any such bond prior to final maturity (including payment of the redemption price of a portion of any such bond redeemed for the debt retirement fund or otherwise) to be made directly to or for the account of such holder without presentation or surrender thereof (provided that such bond is not being redeemed or paid in full), if there shall be filed with the Trustee a duplicate original of such written agreement and if such agreement shall provide that in the event of a transfer of such bond (a) notation will be made thereon of any portion thereof theretofore redeemed and the date to which interest has been paid, and (b) prior to such transfer, such bond shall have been surrendered to the Trustee for inspection or surrender in exchange for a new bond or bonds of Series HH for the unredeemed balance of the principal amount thereof. The Trustee may act in accordance with any such agreement and shall not be liable or responsible to any such holder or to the Company or to any other person for any act or omission to act on the part of the Company or any such holder in connection with any such agreement. The Company will indemnify and save the Trustee harmless against any liability resulting from any such act or omission and against any liability resulting from any action taken by the Trustee in accordance with the provisions of any such agreement.

SECTION 5. To extend the covenant with respect to the acquisition of property subject to liens to benefit the bonds of Series HH, Section 10 of Article III of the Original Indenture, as heretofore amended by Section 3 of the Supplemental Indenture, by Section 3 of the Second Supplemental Indenture, by Section 3 of the Third Supplemental Indenture, by Section 3 of the Fifth Supplemental Indenture, by Section 3 of the Sixth Supplemental Indenture, by Section 3 of the Seventh Supplemental Indenture, by Section 4 of the Eighth Supplemental Indenture, by Section 3 of the Ninth Supplemental Indenture, by Section 3 of the Tenth Supplemental Indenture, by Section 3 of the Eleventh Supplemental Indenture, by Section 4 of the Twelfth Supplemental Indenture, by Section 4 of the Thirteenth Supplemental Indenture, by Section 4 of the Fourteenth Supplemental Indenture, by Section 9 of the Fifteenth

Supplemental Indenture, by Section 4 of the Sixteenth Supplemental Indenture, by Section 9 of the Seventeenth Supplemental Indenture, by Section 7 of the Eighteenth Supplemental Indenture, by Section 4 of the Nineteenth Supplemental Indenture, by Section 4 of the Twentieth Supplemental Indenture, by Section 4 of the Twenty-first Supplemental Indenture, by Section 4 of the Twenty-second Supplemental Indenture, by Section 4 of the Twenty-third Supplemental Indenture, by Section 4 of the Twenty-fifth Supplemental Indenture, by Section 4 of the Twenty-seventh Supplemental Indenture, by Section 4 of the Twenty-eighth Supplemental Indenture, and by Section 4 of the Thirtieth Supplemental Indenture is hereby further amended, effective upon the execution and delivery of this Thirty-second Supplemental Indenture, by inserting in said Section, immediately after the words "Series A or Series B or Series C or Series D or Series E or Series F or Series G or Series H or Series I or Series J or Series K or Series L or Series M or Series N or Series O or Series P or Series Q or Series R or Series S or Series T or Series U or Series V or Series W or Series X or Series Y or Series Z or Series AA or Series CC or Series DD or Series FF" the words "or Series HH", and the Company covenants and agrees to observe and comply with the provisions of said Section, as so amended, so long as any bonds of Series I, Series J, Series K, Series L, Series M, Series N, Series O, Series U, Series X, Series Y, Series AA, Series CC, Series DD, Series FF or Series HH issued under and secured by the Original Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture, the Fifteenth Supplemental Indenture, the Eighteenth Supplemental Indenture, the Twenty-first Supplemental Indenture, the Twenty-second Supplemental Indenture, the Twenty-fourth Supplemental Indenture, the Twenty-fifth Supplemental Indenture, the Twenty-seventh Supplemental Indenture, the Twenty-eighth Supplemental Indenture, the Thirtieth Supplemental Indenture and/or this Thirty-second Supplemental Indenture shall be outstanding.

SECTION 6. So long as any bonds of Series HH are outstanding, the Company hereby covenants (unless otherwise consented to by the holders of not less than 66% in aggregate unpaid principal amount of the bonds of Series HH at the time outstanding) as follows:

A. That the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether

in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of its capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1984, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1984, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1984,

will not be in excess of the sum of \$50,000,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1985 to the date of such dividend, distribution, purchase or other acquisition.

B. That the Company will not create or suffer to exist any mortgage, lien or encumbrance on, or create a production payment in, any of its properties or assets, other than

(1) the lien of the Indenture and liens and encumbrances permitted by the Indenture.

(2) mortgages, liens, charges or encumbrances on properties and assets excluded from the lien of the Indenture which do not, in the opinion of the Company, materially impair the use of such property in the operation of the business of the Company or the value of such property for the purpose of such business, and

(3) purchase money mortgages, liens or security interests (including capital leases) in respect of property hereafter acquired by the Company, or mortgages, liens or security interests existing in respect of such property at the time of acquisition thereof or created in respect of such property within six months after the time of acquisition thereof, provided that,

(a) no such mortgage, lien or security interest shall extend to or cover any other property of the Company other than improvements to the property subject to such mortgage, lien or security interest, and

(b) the aggregate principal amount of the indebtedness secured by all such mortgages, liens or security interests in respect of any such property shall not at any time exceed 60% of the cost or fair market value, whichever shall be lower, of such property at the time of acquisition thereof.

C. That, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, the Company will

(a) retire, through purchase, payment or redemption, during the calendar year 1986 and during each calendar year thereafter, a principal amount of Uncovered Bonds and/or Excess Bonds (each as hereinafter defined) equal to one per centum (1%) of the greatest principal amount of Uncovered Bonds outstanding under the Indenture at any time (determined as in this Subsection C provided) during the preceding calendar year;

(b) in lieu of the retirement of all or any portion of the principal amount of Uncovered Bonds and/or Excess Bonds required by subdivision (a) hereof to be retired in any such calendar year, make "net expenditures" for "bondable property" as those terms are defined in Section 3 of Article II of the Indenture upon which the Indenture is a first lien, subject only to "permitted encumbrances and liens" and "prepaid liens" as those terms are defined in said Section 3, in an amount at least equal to \$1,666.67 for each \$1,000 in principal amount of the Uncovered Bonds and/or Excess Bonds in lieu of the retirement of which such net expenditures are made; or

(c) pay to the Trustee in cash on or before the first day of April next succeeding the close of such calendar year as debt retirement fund moneys a sum equal to the principal amount of Uncovered Bonds and/or Excess Bonds required by subdivision (a) hereof to be retired which the Company shall have failed to retire during such calendar year or in lieu of the retirement of which the Company shall not have made net expenditures for bondable property as provided in subdivision (b) hereof.

If in any such calendar year the total of the principal amount of Uncovered Bonds and/or Excess Bonds retired through purchase, payment or redemption plus the amount of net expenditures made for such bondable property shall be in excess of the amount required by this Subsection C for such year, the Company shall be entitled to be credited to the extent of such excess on account of the requirements of this Subsection C in any subsequent calendar year or years; provided, however, that no retirement of Uncovered Bonds or Excess Bonds or net expenditures for bondable property which shall have been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys under any provision of the Indenture, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture, or which shall have been made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Subsection C or of Section 4 of Article II or of Article IX of the Indenture, or which shall have been previously used or applied to comply with any requirement of this Subsection C or of any other provision of the Indenture, shall be certified or be applied for the purpose of complying with this Subsection C or for the purpose of withdrawing any moneys paid to the Trustee pursuant to this Subsection C. Subject to the foregoing provisions of this paragraph, any such net expenditures for such bondable property made prior to the calendar year 1986, may be certified to comply with the requirements of this Section for the calendar year 1986 or for any calendar year or years subsequent thereto.

The term "Uncovered Bonds" in respect of any calendar year shall mean all bonds issued and outstanding under the Indenture during such year other than the bonds of Series HH and the bonds of any other series in respect of which there shall have been established either (i) mandatory cash sinking fund provisions requiring the redemption during such calendar year of not less than one per centum (1%) of the original authorized and outstanding principal amount of the bonds of such series, or (ii) sinking fund provisions substantially the same as those set forth in Section 2 of Article VII of the Indenture in respect of the bonds of Series A (except that the sinking fund rate may exceed, but shall not be less than, the rate

of one per centum (1%) provided in said Section 2 and there may be such other differences as may be required because of the different dates of issue and/or maturity of, or the mandatory redemption provisions applicable to, the bonds of such series).

The term "Excess Bonds" shall mean bonds of any series which have been redeemed by operation of a mandatory cash sinking fund in any calendar year to the extent that the principal amount thereof so redeemed in such year exceeds one per centum (1%) of the original authorized and outstanding principal amount of the bonds of such series.

In determining, for the purpose of this Subsection C, the principal amount of Uncovered Bonds outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then owned by the Company or any affiliate of the Company and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee; and "the greatest principal amount of Uncovered Bonds outstanding under the Indenture at any time" during any period shall mean the greatest principal amount of such bonds outstanding, as shown by the Trustee's records, at the close of business on any day in such period after making the foregoing exclusions.

On or before the first day of April in each year beginning with the calendar year 1987, the Company shall deliver to the Trustee a certificate, signed in the name of the Company by its President or a Vice-President and by its Treasurer or an Assistant Treasurer (i) showing in reasonable detail (1) the greatest principal amount of Uncovered Bonds outstanding under the Indenture at any time during each of the two preceding calendar years, determined in accordance with the provisions of this Subsection C, (2) the principal amount of Uncovered Bonds and/or Excess Bonds retired, through purchase, payment or redemption, during the preceding calendar year, plus the amount of net expenditures for such bondable property made during such calendar year, which the Company desires to have applied to the requirements of this Subsection C for such year, and (3) such excess amounts, if any, of Uncovered Bonds and/or Excess Bonds so retired and/or net expenditures for such bondable property made, in any preceding calendar year or years, which the Company desires to have applied to the requirements of this Subsection C for the calendar year next preceding the date of such certificate, and (ii)

stating that none of such bonds and none of such expenditures for such bondable property desired by the Company to be applied to the requirements of this Subsection C for such next preceding calendar year has theretofore been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys under any provision of the Indenture, or has been retired or made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture or has been retired or made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Subsection C or of Section 4 of Article II or of Article IX of the Indenture, or has been previously used or applied to comply with any requirement of this Subsection C or of any other provision of the Indenture. If the retirements of Uncovered Bonds and/or Excess Bonds and the net expenditures for such bondable property recited in such certificate for the purpose of complying with the Subsection C are insufficient to meet the requirements of this Subsection C for such calendar year and the Company shall not be entitled, on account of excess retirements of Uncovered Bonds or Excess Bonds or net expenditures for such bondable property made in one or more preceding years, to take credit for such calendar year in the amount of the deficiency, the Company shall pay in cash to the Trustee, concurrently with the delivery of such certificate, the amount of any such deficiency which may be required to comply with the above subdivision (c) of this Subsection C.

At the option of the Company any moneys paid to the Trustee under the provisions of this Subsection C shall, upon the written request of the Company, signed in its name by its President or a Vice-President, (1) be applied by the Trustee to the redemption of Uncovered Bonds at the principal amount thereof and accrued interest thereon to the date of redemption, or (2) be paid to or upon the order of the Company to the extent of the principal amount of Uncovered Bonds or Excess Bonds purchased or paid for by the Company and delivered to the Trustee, cancelled or for cancellation, and/or (3) be paid to the Company to reimburse it for, and to the extent of sixty per centum (60%) of, net expenditures for such bondable property made by it; provided, however, that any such moneys remaining in the hands of the Trustee at the end of three

years from the date of the receipt of the same by the Trustee shall not be paid to the Company pursuant to (2) or (3) above, but shall be applied by the Trustee to the redemption of Uncovered Bonds as provided in (1) above, except that, unless requested to do so by a writing signed by the President or a Vice-President of the Company, the Trustee shall not apply such moneys remaining in its hands to the redemption of Uncovered Bonds until the aggregate amount of such moneys shall be sufficient to redeem not less than \$1,000,000 principal amount of bonds. The requisite showing of facts entitling the Company to have paid to it any moneys under the provisions of this Section shall be made by a certificate signed by the President or a Vice-President of the Company and by its Treasurer or an Assistant Treasurer and delivered to the Trustee.

No retirement of Uncovered Bonds or Excess Bonds or net expenditures for such bondable property certified or applied to comply with the requirements of this Subsection C or made out of moneys deposited with the Trustee under the provisions of this Subsection C or used as a basis for the withdrawal of any such moneys shall thereafter be certified to comply with the provisions of Section 1 of Article VII of the Indenture or be available as a basis for the authentication of bonds or the withdrawal of deposited cash or any other moneys or the release of property under, or to comply with, any provision of the Indenture.

Any and all bonds, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the provisions of this Subsection C, shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and destroyed by the Trustee (if not theretofore cancelled and destroyed). All other bonds received by the Trustee pursuant to any provision of this Subsection C shall thereupon be cancelled and destroyed by the Trustee.

Upon the redemption by the Trustee of any bonds pursuant to the provisions of this Subsection C the Company shall pay to the Trustee all interest up to but not including the day of redemption on all bonds so redeemed.

D. That neither the Company nor any affiliate of the Company (as defined in the Original Indenture) will, directly or indirectly, acquire or make any offer to acquire any bonds of Series HH from

any holder thereof unless the Company or such affiliate shall contemporaneously offer to acquire such bonds, pro rata, from all holders of such bonds and upon the same terms.

E. That, so long as any of the bonds of Series HH are outstanding, the Company will not solicit, request or negotiate for or with respect to any proposed waiver or amendment of any of the provisions of the Original Indenture, this Thirty-second Supplemental Indenture or such bonds unless each holder of such bonds (irrespective of the amount of such bonds then owned by it) shall be informed thereof by the Company and shall be afforded the opportunity of considering the same and shall be supplied by the Company with sufficient information to enable it to make an informed decision with respect thereto. The Company will not, directly or indirectly, pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, to any such holder as consideration for or as an inducement to the entering into by such holder of any waiver or amendment of any of the terms and provisions of this Thirty-second Supplemental Indenture unless such remuneration is concurrently paid, on the same terms, ratably to the holders of all of the bonds of Series HH then outstanding.

SECTION 7. Notwithstanding any other provision of the Original Indenture as amended hereby, no amendment or waiver of any of the provisions of Section 4 hereof shall be effective as to any holder of the bonds of Series HH unless consented to by such holder in writing, and no amendment or waiver shall, without the written consent of the holders of all such outstanding bonds, amend this Section 7. Executed or complete and correct copies of any amendment or waiver effected pursuant to the provisions of the Original Indenture, as amended hereby, or this Section 7 shall be delivered by the Company to each holder of such outstanding bonds promptly following the date on which the same shall become effective.

SECTION 8. Section 1 of Article X of the Indenture is hereby amended, effective upon execution and delivery of this Thirty-second Supplemental Indenture, by adding at the end of subdivision (a) of the first paragraph in said Section, the following: ", or failure of the Company to pay to the Trustee as debt retirement fund moneys the sum required by Section 2 of the Thirty-second Supplemental Indenture to this Indenture;"

SECTION 9. The Original Indenture is hereby amended, effective upon the execution and delivery of this Thirty-second Supplemental Indenture but only with respect to bonds authenticated subsequent to the execution hereof (except for any bonds issued in exchange or substitution for bonds authenticated prior to the execution hereof), as follows:

(1) That the categories of properties described in the Granting Clause as excepted from the lien of the Indenture be amended to read as follows:

(a) All cash, bonds, shares of stock, notes and other obligations and other securities not deposited with the Trustee under this Indenture;

(b) All accounts, bills and notes receivable, judgments (other than for the recovery of real property or establishing a lien or charge thereon or right therein), general intangibles and choses in action, and all contracts, leases and operating agreements not specifically assigned to and pledged with the Trustee hereunder;

(c) All machinery, appliances, goods, wares, merchandise, commodities, equipment, apparatus, fuel (including nuclear fuel), materials and/or supplies acquired or manufactured by the Company for sale, lease, rental or consumption in the ordinary course of business;

(d) The last day of each of the demised terms created by any lease of property now leased to the Company, and the last day of any demised term under each and every lease hereafter made or acquired by the Company and under each and every renewal of any lease, the last day of each and every such demised term being expressly reserved to and by the Company;

(e) All timber, gas, oil and other minerals now or hereafter existing upon, within or under any real estate subject to the lien of this Indenture and all timber, minerals, mineral rights and royalties;

(f) All electric energy, gas, water, steam, ice and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business;

(g) Any natural gas wells or natural gas leases or natural gas transportation lines or other works or property used primarily and principally in the production of natural gas or its transportation, primarily for the purpose of sale to natural gas customers or to a natural gas distribution or pipeline company, up to a point of connection with any distribution system;

(h) The Company's franchise to be a corporation;

(i) All rolling stock, buses, motor coaches and other vehicles and all aircraft, boats, ships and other vessels; and"

(2) That the penultimate sentence of the last paragraph of Section 1 of Article I thereof be amended to read as follows:

"Each registered bond without coupons of each series shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue."

(3) That the provision contained in Section 6 of Article I thereof relating to the execution of bonds be amended in its entirety to read as follows:

"Section 6. All bonds authenticated and delivered hereunder shall, from time to time, be executed on behalf of the Company by its President or one of its Vice-Presidents, whose signature may be facsimile, and its corporate seal shall be thereon impressed or imprinted and attested by its Secretary or one of its Assistant Secretaries, whose signature may be facsimile. The coupons to be attached to coupon bonds shall bear the facsimile signature of the Treasurer or any Assistant Treasurer of the Company. In case any of the officers who shall have signed any bonds or attested the seal thereon, or whose facsimile signature appears on any coupon, shall cease to be such officers of the Company before the bonds so signed and/or sealed shall have been actually authenticated and delivered by the Trustee or issued by the Company, such bonds nevertheless may be

authenticated, delivered and/or issued with the same force and effect as though the person or persons who signed such bonds and/or attested the seal thereon and/or whose facsimile signature appears on any coupon had not ceased to be such officer or officers of the Company."

(4) That the definition of "bondable property" set forth in Section 3 of Article II thereof be amended to read as follows:

"The term 'bondable property,' as used in this Indenture, shall mean and include any property, plant or equipment located in the United States of America, regardless of whether the Company's ownership interest therein constitutes the entire ownership interest to the property concerned or whether it is a jointly held interest in common with others, divided or undivided (including separate and distinct units, plants, systems and properties), which the Company on or after January 1, 1946, shall construct or acquire and which shall be used or useful and owned by the Company as a part of its permanent and fixed investment in the conduct by it of its business of generating, manufacturing, purchasing, transmitting, transporting, distributing, supplying, managing and/or selling energy or fuel in any form, including without limitation, electricity and/or artificial or natural gas, for light, heat, power or other purposes, or of supplying water for domestic, commercial, industrial or public use."

(5) That the description of the property not included within the term "bondable property" set forth in Section 3 of Article II thereof be amended to read as follows:

"The term 'bondable property' shall not include, however, (a) property of a category which is excepted from the lien of this Indenture, or (b) going concern value, goodwill, franchises or governmental permits or licenses granted to or acquired by the Company, as such, separate and distinct from the property operated thereunder or in connection therewith or incident thereto, or (c) any property, the cost of acquiring, making or constructing which is chargeable to operating expenses, or (d) any property used in connection with the exploration, development or production of natural gas or other energy or fuel."

(6) That the description of "purchased property" set forth in Section 3 of Article II shall be amended to read as follows:

"The term 'purchased property' shall mean any bondable property which prior to the date of its acquisition by the Company has been used or operated by a person or persons other than the Company in the electric utility, gas utility or water utility business, and shall be included in the term 'bondable property' and may be used as a basis for the authentication of bonds or for any other purpose for which bondable property may be used under this Indenture to the extent in principal amount that net expenditures for such property shall exceed one hundred sixty-six and two-thirds per centum (166 $\frac{2}{3}$ %) of any purchase money mortgage, lien or security interest (including capital leases) existing in respect of such property at the time of acquisition thereof or created in respect of such property within six months after the time of acquisition if such mortgage, lien or security interest is equal or prior to the lien of this Indenture, notwithstanding any other provision of this Indenture."

(7) That the definition of "permitted encumbrances and liens" set forth in Section 3 of Article II thereof be amended to read as follows:

"The term 'permitted encumbrances and liens,' as used in this Indenture, shall mean and include the following:

(a) Liens for taxes, assessments or governmental charges not delinquent, or if delinquent in course of contest in good faith by appropriate legal proceedings diligently prosecuted and secured by sufficient bond, and liens for workers' compensation awards and similar obligations not delinquent, and liens for labor, materials or supplies not delinquent and undetermined liens or charges incidental to construction;

(b) Liens or charges existing upon real estate or rights in or relating to real estate now owned or hereafter acquired for, or used for, substations, transmission lines, distribution lines or right-of-way purposes, if the Company has not assumed such liens or charges or any obligations secured

thereby and customarily does not pay interest on any such obligations;

(c) Judgments against the Company in course of appeal or otherwise in contest in good faith by appropriate legal proceedings diligently prosecuted and, if required by law, secured by sufficient bond;

(d) Rights reserved to, or vested in, any municipality, political subdivision or public authority by the terms of any franchise, license, permit, grant, right or power, or by any provision of law, or otherwise, to terminate such franchise, license, permit, grant, right or power or to condemn, purchase, or otherwise acquire, any property of the Company;

(e) Easements, restrictions, exceptions or reservations in or affecting any property of the Company, now owned or hereafter acquired, for the purpose of roads, railroads, pipelines, transmission lines, removal of oil, gas, coal or other minerals, and other similar purposes, or for the joint or common use of properties, facilities and equipment, which do not in the opinion of counsel materially impair the use or value of such property for the purposes for which it is held by the Company; and defects and irregularities in titles to, or leases of, any property which do not in the opinion of counsel materially impair the use or value of such property for the purposes for which it is held by the Company;

(f) Rights reserved to or vested in others at the time the related property is acquired by the Company to take or receive any part of the power, gas, oil or other minerals or timber generated, developed, manufactured or produced by, or grown on, or acquired with, any property of the Company;

(g) Rights reserved to or vested in any municipality or public authority to control or regulate any property of the Company, or to use such property in a manner which does not materially impair the use of such property for the purposes for which it is held by the Company;

(h) Any obligations or duties, affecting the property of the Company, to any municipality or public authority with respect to any franchise, grant, license or permit;

(i) Any controls, liens, restrictions, regulations, easements, exceptions or reservations of any governmental authority applying to the property or facilities of the Company;

(j) Liens junior to the lien of this Indenture;

(k) Any trustee's lien created hereunder; or

(l) Any liens securing indebtedness incurred by some other person which has been neither assumed nor guaranteed by the Company nor on which it customarily pays interest charges, existing upon property which the Company jointly holds with such other person and/or others or upon property which the Company is a tenant in common with such other person and/or others."

(8) That the first paragraph of Section 5 of Article II thereof be amended to read as follows:

"Section 5. No bonds shall be authenticated and delivered by the Trustee under the provisions of Sections 3 and/or 4 of Article II of this Indenture, and no bonds bearing a higher rate of interest than the bonds for or on account of the payment, cancellation, redemption or discharge of which they are authenticated shall be authenticated and delivered by the Trustee under the provisions of Section 2 of Article II of this Indenture unless the bonds for or on account of the payment, cancellation, redemption or discharge of which they are authenticated have been outstanding more than three years prior to the date of such authentication and have an expressed maturity not later than two years from the date of such authentication, except, in each case, upon receipt by the Trustee of a certificate signed by the President or a Vice-President of the Company, by a Treasurer or an Assistant Treasurer of the Company and by an accountant, whose qualifications shall conform to the requirements of this section which certificate shall contain the statements required by Section 1 of Article XVIII hereof and shall show that during the period of twelve consecutive calendar months ending within

ninety days next preceding the authentication and delivery by the Trustee of any such bonds hereunder the net earnings, as hereinafter defined, of the Company shall have been a sum at least equal to two times the interest for one year (1) on all the bonds to be outstanding under this Indenture immediately after such authentication (excepting any of such bonds for the payment, purchase or redemption of which the necessary funds shall have been deposited with the Trustee hereunder together with instructions to apply such funds to the payment, purchase or redemption of such bonds and, until so applied, to hold such funds irrevocably in trust for the purpose for which such funds shall have been made deposited, but such deposit may be made subject to the provisions of Article XII hereof); provided that, if any series of such bonds bears interest at varying rates, then the interest on such series of bonds shall be computed at the average annual rate in effect for such series during the period of twelve (12) consecutive calendar months (or any portion thereof in which bonds of such series are outstanding) being used for the calculation of net earnings; and if such series bonds have been issued after the end of such twelve (12) consecutive calendar months, then computed at the initial rate upon issuance; and (2) on all other indebtedness then secured by a lien equal or prior to the lien of this Indenture on any part of the Company's property (expecting any such indebtedness the evidences of which shall then be held in pledge by the Trustee hereunder or by the trustee under any mortgage constituting a lien equal or prior to the lien of this Indenture on any part of the Company's property, and excepting prepaid liens as defined in Section 3 of this Article II)."

(9) That the second sentence of the definition of "net earnings" set forth in Section 5 of Article II thereof be amended to read as follows:

"Not more than 10% of the net earnings as finally determined shall consist of the aggregate of allowance for funds used during construction or other similar non-cash net non-operating income."

(10) That the proviso at the end of the first paragraph of Section 5 of Article III thereof relating to the contesting of taxes, etc., be amended to read as follows:

“; provided, however, that nothing contained in this Article shall require the Company to observe or conform to any requirement of governmental authority or cause to be paid or discharged, or to make provision for, any such lien or charge, or to pay any such tax, assessment or governmental charge so long as the validity thereof shall be contested in good faith by appropriate legal proceedings diligently prosecuted and so long as such delay in payment shall not, in the opinion of counsel, subject the property mortgaged hereby, or any part thereof, to any danger of forfeiture or sale; and provided that nothing contained in this Article shall require the Company to pay, discharge or make provisions for any tax, assessment or other governmental charge the validity of which shall not be so contested if adequate security reasonably satisfactory to the Trustee for the payment of such tax, assessment or other governmental charge and for any damages which may reasonably be anticipated from failure to pay the same shall be given to the Trustee.”

(11) That the reference in the third line of Section 7 of Article III thereof to “thorough repair, working order and condition” be amended to read “good repair, working order and condition”.

(12) That the covenant of the Company contained in the first paragraph of Section 6 of Article III thereof relating to the maintenance of insurance be amended, and that a new third paragraph be added to said section, to read as follows:

“Section 6. That it will keep all the property which is at any time covered by this Indenture and which is of a character usually insured by companies similarly situated and operating like properties insured against loss or damage from such hazards and risks as are usually insured against by companies similarly situated and operating like properties, and to such amounts as such property is usually insured by such companies, by means of policies issued by reputable insurance companies reasonably satisfactory to the Trustee, or, in lieu of or supplementing such insurance in whole or in part, the Company may adopt some other method or plan of protection against loss reasonably satisfactory to the Trustee, which is at least equal

in protection to the method or plan of protection against loss by companies similarly situated and operating properties subject to similar hazards, the loss, if any, except as to property excepted from the lien of this Indenture and except to the extent that the aggregate of such losses in any particular calendar year is less than the greater of Four Million Dollars (\$4,000,000) or two per centum (2%) of the aggregate principal amount of the bonds then outstanding hereunder, to be made payable to the Trustee and to the trustee or trustees of any mortgages equal or prior in lien to this Indenture on such property, as their respective interests may appear at the time of such payment; that it will, in each year on or before April 1, deliver to the Trustee a statement of all such policies of insurance and/or certificates or, in case of the adoption of such other method or plan of protection, furnish to the Trustee a certificate of an actuary or other qualified person appointed by the Company with respect to the adequacy of such plan or method, and will promptly advise the Trustee of any cancellation or other change affecting such policies or certificates or any change in the method or plan of protecting so adopted. Such statement shall be signed by the President or a Vice-President or the Treasurer of the Company and shall certify that all property of the Company required by this section to be insured as hereinabove provided is insured in the manner and to the extent provided in this section and that loss under such insurance is made payable as hereinabove provided, and shall also contain the statements required by Section 1 of Article XVIII hereof. If the total amount received by the Trustee upon all policies or certificates shall, in the case of any one loss, be less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000), such amount shall, if a default under this Indenture shall not have occurred and be continuing, be paid forthwith to the Company by the Trustee, to be used by the Company to pay for repairs or replacements of or substitutions for the injured or destroyed property, but the Trustee shall not be obligated to see to the application thereof; in all other cases the proceeds of any and all insurance on any part of the mortgaged property which may be received by the Trustees shall be held and disposed of pursuant to the provisions of Section 1 of Article IX of this Indenture.

Anything in this Indenture to the contrary notwithstanding, the Company may have insurance policies with a deductible provision in a dollar amount per occurrence not exceeding the greater of Four Million Dollars (\$4,000,000) or two per centum (2%) of the outstanding bonds hereunder on the date such policy goes into effect."

(13) That Section 2 of Article V thereof be amended to read as follows:

"Section 2. Unless a different method is provided in such resolution, the Company shall, in case it desires to redeem any bonds of any one or more series, other than any registered bonds without coupons or bonds registered as to principal, on any date, publish or cause to be published in one newspaper printed in the English language, published and of general circulation in Kansas City, Missouri, and in one newspaper printed in the English language, published and of general circulation in each other city (if any) where the interest on and the principal of the bonds of any such series is payable, once a week (in each of such newspapers) for four successive weeks (in each case upon any day of the week), the first publication in each of said cities to be not less than thirty (30) days before such redemption date, notice of such intended redemption, specifying (a) the date of redemption, (b) the series designation of the bonds to be redeemed, (c) if less than all the outstanding bonds of any such series are called for redemption, the serial numbers of the bonds of such series to be redeemed, (d) the place of redemption of the bonds, which shall be at the principal office or place of business of the Trustee, (e) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (f) if less than the whole principal amount of any bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such bonds for redemption, there will be issued, without charge therefor, in lieu of the unredeemed portion of the principal amount thereof, a new bond or bonds of an aggregate principal amount equal to such unredeemed portion; and in the event the fourth publication of such notice is made more than thirty (30) days prior to such redemption date, such notice shall be published again (in each of said newspapers) once within the

week immediately preceding such redemption date. If the Company shall propose to redeem on such redemption date less than all the outstanding bonds of any series, the Company shall, unless a different method is provided in the resolution establishing such series, notify the Trustee in writing of the face amount of the bonds which it desires to redeem, specifying the day on which it desires to make redemption and the serial numbers of the bonds of such series held by it, if any. In such case and in the case of any redemption of any registered bonds without coupons or bonds registered as to principal, referred to below, the particular bonds or portions thereof to be redeemed shall be prorated by the Trustee among the various holders and registered owners of such bonds in proportion to the aggregate principal amount of such bonds held or registered in their respective names, except that (1) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding \$1,000 to one or more of such registered owners to the end that the principal amount of the bonds of any such registered owner to be redeemed will be \$1,000 or an integral multiple thereof, and (ii) in making such allocation, if the aggregate principal amount of bonds registered in the name of any registered owner shall be \$1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such registered owner. In any redemption pursuant to this Article, bonds held by the Company, or any affiliate of the Company, shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed. Unless a different method is provided in such resolution, a similar notice shall be mailed or cause to be mailed by the Company to the respective owners of any registered bonds without coupons, or bonds registered as to principal, called for redemption, at least thirty (30) days prior to the redemption date, at their addresses appearing upon the registry books; provided, however, failure to duly give such notice by publication and/or by mailing to the holder or registered owner of any bond designated for redemption shall not affect the validity of the proceedings for the redemption of any other bond. In case the Company shall desire to redeem all the bonds of any series outstanding on the date on which it desires to make redemption, it shall give notice thereof in like manner by publication and/or

by mail, as aforesaid, except that the notice need not specify the serial numbers of the bonds to be redeemed."

(14) That Section 2 of Article IV thereof be amended to read as follows:

"Section 2. The Company covenants and agrees that it will duly authorize, reserve and have ready at all times shares of its capital stock of the designated class sufficient to effect the conversion of the principal amount of the outstanding and unpaid bonds of any series having the right of conversion into capital stock, and covenants and agrees that the holder or registered owner of any bonds of such series may convert the same into capital stock of the Company by surrendering said bond or bonds of such series, properly endorsed, if registered, and with all unmatured coupons, if any, thereto appertaining, at the office or agency of the Company in Kansas City, Missouri, and at any such other office or agency of the Company as may be designated in said bond or warrant, and shall thereupon be entitled to receive in exchange therefor shares of the designated class of such capital stock upon such terms as may be fixed by the Board of Directors of the Company in the resolution authorizing the bonds of such series; provided, however, that as to such bond or bonds which may be called for redemption the right of the holder or registered owner thereof to convert the same into capital stock of the Company must be exercised on, or such number of days prior to, the date, fixed in the call, for such redemption of said bond or bonds, as shall be determined by the Board of Directors of the Company and expressed in said bonds, or, if the right of conversion be evidenced by warrants attached to said bonds, expressed in such warrants."

(15) That the second paragraph of Section 1 of Article VIII thereof be deleted and that a new Section 2 be added to Article VIII thereof (with the remaining sections of said Article to be renumbered and all references thereto in the Indenture to be changed accordingly) containing additional provisions regarding the release of mortgaged property to read as follows:

"Section 2. (a) So long as none of the defaults specified in Article X hereof shall have occurred and be continuing, the

Company may at any time and from time to time, without any notice (other than as set forth in subsection (c) of this Section 2) to or release or consent by the Trustee, or accountability thereto for any consideration received by the Company except as provided in this Section 2(a):

(1) abandon, terminate, cancel, release or make changes or alterations in or substitutions for any and all leases and right-of-way grants, provided that such action is, in the opinion of the Board of Directors of the Company, in the best interest of the Company;

(2) surrender or assent to the modification of any right, power, franchise, license, governmental consent or permit which it may hold or under which it may be operating, provided that such surrender or modification is, in the opinion of the Board of Directors of the Company (such opinion to be stated in a resolution of said Board of Directors to be filed with the Trustee), in the best interest of the Company;

(3) grant rights-of-way and easements over or in respect of any property owned by the Company, provided that such grant will not, in the opinion of the Board of Directors of the Company, materially impair the usefulness of such property in the conduct of the Company's business and will not be prejudicial to the interests of the holders of outstanding bonds;

(4) in connection with the acceptance of any franchise, license or permit from any municipal or governmental body or agency, to grant to such body or agency the right to purchase, or designate a purchaser of, any property of the Company provided that upon such purchase the purchaser shall pay to the Company in cash an amount equal to the value of such property;

(5) sell or otherwise dispose of, free from the lien hereof, any part of the mortgaged property which, in the opinion of the Board of Directors of the Company, shall have become old, worn out, obsolete, inadequate, unfit, unneces-

sary or unadapted for use in the operations of the Company, upon replacing the same by, or substituting for the same, property of at least equal value to the property sold or otherwise disposed of and subject to no liens prior to the lien hereof, other than liens to which the property so sold or disposed of was subject and permitted encumbrances and liens;

provided that in the event of any change, alteration or substitution pursuant to paragraph (1) of this Section 2, any modification pursuant to paragraph (2) of this Section 2, or grant pursuant to paragraph (3) of this Section 2, the changed, altered or substituted lease or right-of-way grant, the modified right, power, franchise, license, governmental consent or permit or the granted easement or right-of-way, as the case may be, shall be subject to the lien of this Indenture, and provided further that any consideration received by the Company in connection with the taking of any of the steps authorized by said paragraphs (1) through (5) shall be deposited with the Trustee to be held as part of the mortgaged property or otherwise subjected to the lien hereof.

(b) So long as none of the defaults specified in Article X hereof shall have occurred and be continuing, the Company may at any time and from time to time, without any notice (other than as set forth in Subsection (c) of this Section 2) to or release or consent by Trustee sell, exchange or otherwise dispose of, free from the lien hereof, any mortgaged property, provided the aggregate of the fair value of such mortgaged property so sold, exchanged or disposed of in any one (1) calendar year period shall not exceed the lesser of one per centum (1%) of the aggregate principal amount of the bonds then outstanding and \$2,500,000. The Company covenants that, upon receipt, it will deposit, pledge or subject to the lien hereof (in the same manner and to the same extent prescribed in the provision of Section 3 of this Article hereof with respect to the sale, exchange or disposition of mortgaged property for which a release is required) the consideration, if any, received by it upon any such sale, exchange or other disposition of such mortgaged property.

(c) Prior to (i) the Company's taking any action pursuant to paragraph 2 of Subsection (a) of this Section 2, the Company

shall deliver to the Trustee a certificate signed by the President or a Vice-President of the Company briefly describing such action and its effect upon the mortgaged property, and (ii) each sale, exchange or other disposition pursuant to Subsection (b) of this Section 2, the Company shall deliver to the Trustee a certificate signed by the President or a Vice-President of the Company briefly describing the mortgaged property to be so sold, exchanged, or disposed of and a certificate of an engineer as to the fair value of the mortgaged property described in said officer's certificate and as to the fair value to the Company of any securities and other property to be received as consideration or part consideration for such mortgaged property. Such certificate shall also state that in the opinion of the person making the same the proposed sale, exchange, or disposition will not materially impair the security of the holders of bonds outstanding under this indenture in contravention of the provisions hereof. In order to clear the title of record of any property so sold, exchanged or otherwise disposed of, the Trustee shall from time to time, at the request of the Company, execute and deliver confirmatory releases or certificates that such property is free from the lien hereof upon delivery to the Trustee of a certificate signed by the President or Vice-President of the Company and an opinion of counsel that the mortgaged property in respect of which such request is made has previously been sold, exchanged or otherwise disposed of by the Company pursuant to the provisions of Subsection (b) of this Section 2 and that the execution and delivery of the confirmatory release or certificate will not impair the security of the holders of bonds outstanding under this Indenture in contravention of the provisions hereof."

(16) That the provision in 2.(ii) of Section 2 (such Section to be renumbered Section 3, as aforesaid) of Article VIII thereof relating to the threshold fair value of property requiring a certificate of an independent engineer be amended to read as follows:

"(ii) the fair value to the Company of any purchased property the subjection of which to the lien of this Indenture is to be made in whole or in part the basis for the release of the property to be released (as shown by such certificate) shall be

less than \$25,000 or less than one per centum (1%) of the aggregate principal amount of the bonds then outstanding under this Indenture,"

and that said Section otherwise continue unchanged, beginning with the phrase "which certificate:".

(17) That a new paragraph be added at the end of Article XI thereof relating to evidence of rights of bondholders to read as follows:

"Any request, consent or vote of the owner of any bond shall bind all future holders and owners of such bond or of any bond issued in exchange or substitution therefor in respect of anything done or suffered to be done by the Company or the Trustee in reliance upon any such request, consent or vote."

(18) That the first paragraph of Article XII thereof relating to defeasance of bonds be amended to read as follows:

"If the Company, its successors or assigns, shall pay or cause to be paid unto the holders and registered owners of the bonds and coupons the principal, premium, if any, and interest to become due thereon at the time and in the manner stipulated therein, and shall keep, perform and observe all and singular the covenants and promises in the bonds and in this Indenture expressed to be kept, performed and observed by it or on its part, then these presents and the estate and the rights hereby granted shall cease, determine and be void, and thereupon, upon request of the Company and at its expense and upon being furnished with a certificate signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company and an opinion of counsel, each containing the statements required by Section 1 of Article XVIII hereof and stating (a) that all bonds and coupons outstanding under and secured by this Indenture have been cancelled (or surrendered for cancellation), paid, redeemed or otherwise discharged and/or the necessary funds or obligations of the United States of America, as provided below, for the purchase or redemption thereof, or the payment thereof at maturity, have been deposited with the trustee for such purpose, and (b) in the case of any such deposit of obligations of the United States of America, as provided below,

or cash, that it has been established to the satisfaction of the Trustee, who may rely on an opinion of counsel satisfactory to it, that: (i) the obligations and cash to be placed in such trust will not be subject to repayment or return to the Company as a preference payment upon the bankruptcy of the Company or otherwise subject to the claims of other creditors of the Company or any affiliate of the Company or the claims of any trustee on behalf of the Company or any affiliate of the Company in any bankruptcy proceeding, (ii) such defeasance of the bonds will not result in any adverse income tax consequences to the holders of the bonds, and (iii) the defeasance of the bonds will not in any other way have a material adverse effect on the holders of the bonds, the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Company such deeds as shall be requisite to satisfy the lien hereof, and reconvey to the Company the estate and title hereby conveyed and assign and deliver to the Company any property subject to the lien of this Indenture which may then be in the possession of the Trustee. Bonds and/or coupons for the payment or redemption of which either (i) moneys in the necessary amount or (ii) obligations of the United States of America which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any regard to reinvestment thereof will, in the opinion of an independent accountant, provide money which, together with the moneys, if any, deposited with or held by the Trustee, shall be sufficient to pay when due the principal of, premium, if any, and interest due and to become due on said bonds or portion thereof on the redemption date or maturity date thereof, as the case may be, shall have been set apart by or deposited with the Trustee, with irrevocable direction so to apply the same to the payment or redemption of such obligations and, until so applied, to hold such funds irrevocably in trust for the purpose for which they shall have been set apart by or deposited with the Trustee subject to the provisions of Section 7 of Article XVIII hereof (with or without any additional right given to the owners of the bonds to surrender their bonds or obtain therefrom payment thereof prior to the redemption date) shall for all purposes under this Indenture, including satisfying the lien of this Indenture, be deemed to have been paid; provided

that in case of redemption, the notice requisite to the validity of such redemption shall have been given or arrangements shall have been made ensuring to the satisfaction of the Trustee that the same will be given."

(19) That the prohibition on investment of moneys contained in Section 4 of Article XV thereof be eliminated by deleting the words "shall not be invested by the Trustee, and" in the antepenultimate sentence of the first paragraph of said Section.

(20) That the first paragraph of Section 5 of Article XV thereof relating to qualification of trustees be amended to read as follows:

"Section 5. There shall at all times be a trustee (herein referred to as the "Trustee") under this Indenture which shall be a corporation organized and doing business under the laws of the United States of America or of a State thereof, having its principal office or place of business in the City of Kansas City, State of Missouri, or in the City of St. Louis, State of Missouri, or in the Borough of Manhattan, The City of New York, State of New York, or in the City of Chicago, State of Illinois, which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by Federal or State authority and which has a combined capital and surplus of not less than Twenty-Five Million Dollars (\$25,000,000). For the purpose of this section the combined capital and surplus of the Trustee shall be deemed to be the combined capital and surplus as set forth in the most recent report of condition published by the Trustee, provided such report is published at least annually, pursuant to law or to the requirements of a Federal or State supervising or examining authority."

(21) That a new section be added to Article XV thereof to read as follows:

"Section 16. Subject to the foregoing provisions of this Article, and upon not less than ninety (90) days' prior written notice to the bondholders in the manner and to the extent provided in Subsection (c) of Section 10 of this Article with respect to reports pursuant to Subsection (a) of said Section 10 (which notice shall specify the proposed date of any such appointment and which shall set forth in prominent type the

rights as hereinafter set forth of a majority of the bondholders to object to the selection of a new Trustee by the Company), the Company, by instrument executed by order of its Board of Directors and duly acknowledged by its proper officers, may, within the period beginning January 1, 1995, and ending December 31, 1995, and the comparable period in each succeeding decade, appoint any corporation eligible under the provisions of Section 5 of this Article, and doing business in the United States of America, as Trustee in succession to the Trustee as of the date of such appointment and the corporation so appointed Trustee shall thereupon become successor Trustee hereunder until a new Trustee shall be appointed by the bondholders as authorized herein; provided that no such appointment shall be effective under this Section 16, if prior to the date of such appointment, an instrument or concurrent instruments in writing objecting to such appointment shall be delivered to the existing Trustee and to the Company, signed by the holders or registered owners of a majority in principal amount of the bonds then outstanding hereunder or by the attorneys of such holders or owners."

(22) That the provisos contained in Subsection (j) of Section 1 of Article XVI thereof be deleted, that two new paragraphs be added to said Section 1 and that existing Sections 2 and 3 be deleted in their entirety and new Sections 2, 3 and 4 be added to said Article XVI to read as follows:

"The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained and to accept the conveyance, provided that the assignment of any property thereunder, provided that the Trustee shall not be obligated to enter into any such supplemental indenture which in the opinion of the Trustee affects under this Indenture or otherwise the Trustee's own rights, duties or immunities.

Subject to the provisions of Section 2 of this Article, any supplemental indenture authorized by the provisions of this Section may be executed by the Company and the Trustee without the consent of any holder or registered owner of the bonds then outstanding hereunder.

Section 2. With the consent (evidenced as provided in Article XI hereof) of the holders and registered owners of not less than sixty-six and two-thirds per centum (66 $\frac{2}{3}$ %) in aggregate principal amount of the bonds then outstanding which would be affected by the action proposed to be taken, the Company, when authorized by a resolution of its Board of Directors, and the Trustee may, from time to time and at any time, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any provision of this Indenture or of any supplemental indenture or of modifying in any manner the rights of holders and registered owners of the bonds and the holders of coupons; provided, however, that (a) except with the written consent of each holder and registered owner of any bond affected thereby no amendment or modification shall be made which will impair or affect the right of such holder or registered owner to receive payment of the principal of, premium, if any, and the stated rate of interest on such bond, at the times, in the amounts and in the manner expressed in such bond, or to institute suit for the enforcement of any such payment on or after such times, or permit the creation of any lien equal or prior to the lien of this Indenture with respect to any of the mortgaged property other than any such lien permitted by the terms of this Indenture prior to any such modification or amendment, or permit the deprivation of such bondholder of a lien upon the mortgaged property for the security of such bondholder, or reduce the percentage of principal amount of bonds required by this Article for the taking of any actions hereunder and (b) no action hereinabove specified which would affect the rights of the bondholders of one or more but less than all series may be taken unless approved by holders and registered owners of not less than sixty-six and two-thirds per centum (66 $\frac{2}{3}$ %) in principal amount of the outstanding bonds of each series so affected.

Upon the request of the Company, accompanied by a copy of a resolution of its Board of Directors certified by the Secretary or an Assistant Secretary of the Company under its corporate seal authorizing the execution of any supplemental indenture, and upon the filing with the Trustee of evidence of the

requisite consent of bondholders as aforesaid, the Trustee shall join with the Company in the execution of such supplemental indenture unless such supplemental indenture in the opinion of the Trustee affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion but shall not be obligated to enter into such supplemental indenture.

It shall not be necessary for the consent of any holder or registered owner of the bonds under this Section 2 to approve the particular form of any proposed supplemental indenture, and it shall be sufficient if such consent shall approve the substance thereof.

Section 3. Upon the execution of any supplemental indenture pursuant to the provisions of this Article, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under this Indenture of the Company, the Trustee and the holders and registered owners of all series of bonds outstanding hereunder (other than bonds of any series authenticated prior to the execution and delivery of the Thirty-second Supplemental Indenture and any bonds issued in exchange or substitution therefor) shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all such purposes.

For all purposes of this Article, the Trustee shall be entitled to rely upon an opinion of counsel with respect to the extent, if any, as to which any amendment or modification pursuant to the provisions of this Article affects the rights under this Indenture or under any indenture supplemental hereto of any holder or registered owner of the bonds then outstanding.

Section 4. Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article may bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company or the Trustee shall so determine, new bonds so modified as to conform, in the opinion of the Trustee and the Board of Directors of the Company, to any

modification of this Indenture contained in any such supplemental indenture may be prepared by the Company, authenticated by the Trustee and delivered without cost to the holders and registered owners of bonds then outstanding, upon surrender of such bonds and, in the case of coupon bonds, with all unmatured coupons and all matured coupons not fully paid, the new bonds so issued to be of an aggregate principal amount equal to the aggregate principal amount of those so surrendered."

(23) That Article XVII thereof be renumbered Article XVIII and that a new Article be added to the Indenture to read as follows:

**"ARTICLE XVII
MEETINGS OF BONDHOLDERS**

Section 1. A meeting of bondholders may be called at any time and from time to time pursuant to the provisions of this Article XVII for any of the following purposes:

(1) to give any notice to the Company or to the Trustee, or to give any directions to the Trustee, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized to be taken by bondholders pursuant to any of the provisions of Article X hereof;

(2) to remove the Trustee and appoint a successor Trustee pursuant to the provisions of Article XV hereof;

(3) to consent to amendments and modifications of this Indenture, or of any indentures supplemental hereto, pursuant to the provisions of Article XVI hereof; or

(4) to take any other action authorized to be taken by or on behalf of the registered owners of any specified aggregate principal amount of the bonds under any provision of this Indenture or under applicable law.

Section 2. The Trustee may at any time call a meeting of the bondholders and it shall call such a meeting on written request of the holders of not less than a majority in principal amount of the bonds outstanding hereunder at the time of such request which would be affected by the action proposed to be

taken at such meeting. The Trustee shall also call such a meeting at the request of the Company, pursuant to a resolution of its Board of Directors. In each such case the purpose or purposes of such meeting shall be set forth in reasonable detail. In the event of the Trustee's failing for ten (10) days to call a meeting after being thereunto requested by the bondholders as above set forth, holders of such outstanding bonds in the amount above specified, or the Company, pursuant to resolution of its Board of Directors, may call such meeting. Every such meeting called by and at the instance of the Trustee shall be held at such time and at such place in the United States of America as the Trustee may determine. Notice of such meeting, stating the place and time thereof, the agenda proposed for such meeting, the action proposed to be taken (and if such action is an amendment, setting forth the language of the proposed amendment and an explanation thereof) and specifying each series of bonds which would be affected by the proposed action shall be mailed by the Trustee by first class mail, postage prepaid, not less than twenty (20) nor more than fifty (50) days before such meeting (a) to all holders of such bonds, the names and addresses of whom appear on the bond register or registers of the Company, and (b) to the Company; provided, however, that the receipt of such notice by any bondholders shall in no case be a condition precedent to the validity of any action taken at such meeting. If such meeting is called by or at the instance either of the Company or of the bondholders, it shall be held at such place in the United States of America as may be specified in the notice calling such meeting and notice thereof shall be sufficient for all purposes hereof if mailed as aforesaid stating the place and time of the meeting, the action proposed to be taken and specifying each series of bonds which would be affected by the proposed action. Any meeting of bondholders shall be valid without notice if the holders of all such bonds then outstanding hereunder are present in person or by proxy and if the Company and the Trustee are present by duly authorized representatives, or if notice is waived in writing before or after the meeting by the Company, the holders of all such bonds outstanding hereunder and by the Trustee, or by such of them as are not present in person or by proxy.

For the purpose of determining bondholders entitled to notice of or to vote at any meeting of bondholders or any adjournment thereof, the person calling the meeting may fix, in

advance, a date as a record date for any such meeting of bondholders. Such date shall not be less than twenty (20) nor more than fifty (50) days before the date of such meeting. When a record date has been fixed for a meeting of bondholders, such date shall apply to any adjournment thereof, unless the person who fixed the original record date shall fix a new record date for such adjournment.

Section 3. To be entitled to vote at any meeting of bondholders a person shall, on the record date fixed for the meeting, either (a) be a registered owner of a bond of such a series or (b) be a person appointed by an instrument in writing as a proxy for such an owner of a bond. Any such person shall be entitled to vote at such meeting without producing such bond. Proxies shall be witnessed or in the alternative may (a) have the signature guaranteed by a bank or trust company or a registered dealer in securities, (b) be acknowledged before a notary public or other officer authorized to take acknowledgements, or (c) have their genuineness otherwise established to the satisfaction of the inspectors of votes. All proxies presented at any meeting shall be delivered to said inspectors of votes and filed with the Trustee. The only persons who shall be entitled to be present or to speak at any meeting of bondholders shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel, and any representatives of the Company and its counsel.

Section 4. Notwithstanding any other provisions of this Indenture except for the provisions of the following paragraphs of this Section 4 and Section 5 of this Article XVII, the Trustee from time to time on its own motion or on request of the Company may, and upon request of the owners of a majority in principal amount of the bonds then outstanding shall, make such reasonable regulations (and from time to time may vary such regulations) as it may deem advisable for the conduct of any meeting of bondholders.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by owners of bonds as provided in Section 2 of this Article XVII, in which case the Company or the owners of bonds calling the meeting, as the case

may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by a majority vote of the owners of bonds then outstanding and proxies in respect of such bonds present at the meeting irrespective of the principal amount of the bonds held or represented by them.

Upon the submission of any resolution at any meeting, each owner of bonds or proxy shall be entitled to one vote for each and every unit held by such owner of bonds or by the owners of bonds represented by such proxy, as the case may be, of the lowest principal amount of any of the bonds then outstanding, the owners of which are entitled to vote as set forth in this Article XVII, provided, however, that no vote shall be cast or counted at any meeting in respect of any bond challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote other than by virtue of bonds held by him or instruments in writing as aforesaid duly designating him as the person to vote on behalf of other owners of bonds. Any meeting of bondholders duly called pursuant to the provisions of Section 2 of this Article XVII may be adjourned from time to time, and the meeting may be held pursuant to such adjournment without further notice.

Section 5. The vote upon any resolution submitted in accordance with the provisions of Section 1 of this Article XVII shall be by written ballots on which shall be subscribed the signatures of the owners of bonds or their representatives by proxy and the serial number or numbers of the bonds held or represented by them. The chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of bondholders shall be prepared by the secretary of the meeting and there shall be attached in said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice

was given as provided in Section 2 of this Article. The record shall be signed and verified by the affidavits of the chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee.

Any record so signed and verified shall be conclusive evidence of the matters therein stated."

(24) That Section 2 of Article XVII thereof (such Article to be renumbered as Article XVIII as aforesaid) be amended by deleting in said Section the words "and Section 3 of this Article," and by inserting in said Section, immediately after the words "Section 15 of Article XV", the words "Section 2 of Article XVI, Section 3 of Article XVII, Section 3 of this Article XVIII and Sections 1, 2, 6C and 7 of the Thirty-second Supplemental Indenture hereto,".

(25) That a new section be added to the miscellaneous provision contained in Article XVII thereof (such Article to be renumbered as Article XVIII as aforesaid) to read as follows:

"Section 6. Any money which is held by the Trustee (other than money which is held by it for the purpose of effecting the purchase, payment or redemption of any bonds issued hereunder or the payment of any coupons or interest claims appertaining to any bond issued hereunder or which it has been directed to apply to any such purchase, payment or redemption which may only be invested in any bonds or other obligations of the United States of America designated by the Company) shall, at the request of the Company evidenced by a certificate signed by the President, a Vice-President or the Treasurer of the Company, be invested or reinvested by the Trustee in any investment securities, as hereinafter defined, designated by the Company, and, unless the Company is in default in the payment of interest on any of the bonds then outstanding hereunder or one or more defaults shall have occurred and be continuing, any interest on investment securities which may be received by the Trustee shall be forthwith paid to the Company. Investment Securities shall be held by the Trustee as a part of the mortgaged property and subject to the same provisions hereof as the cash used to purchase same, but upon a like request of the Company, the

Trustee shall sell all or any designated part of the same and the proceeds of such sale shall be held by the Trustee subject to the same provisions hereof as the cash used by it to purchase the investment securities so sold. If such sale shall produce a net sum less than the cost of the investment securities so sold, the Company covenants that it will pay promptly to the Trustee such amount of cash as with the net proceeds from such sale will equal the costs of the investment securities so sold, and if such sale shall produce a net sum greater than the cost of the investment securities so sold, the Trustee shall promptly pay to the Company an amount in cash equal to such excess.

The term "investment securities" shall mean any of the following obligations or securities with respect to which neither the Company nor any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company is the obligor: (a) bonds or other obligations of the United States of America with a maturity of not more than one year; (b) interest bearing deposit accounts (which may be represented by certificates of deposit) in national or state banks (which may include the Trustee) having total assets of not less than One Billion Dollars (\$1,000,000,000); (c) bankers' acceptances drawn on and accepted by commercial banks (which may include the Trustee) having total assets of not less than One Billion Dollars (\$1,000,000,000) and which are insured by the Federal Deposit Insurance Corporation; and (d) bonds or other obligations of any agency or instrumentality of, and which are fully guaranteed by, the United States of America.

The Trustee may make any and all such investments through its own bond or investment department."

(26) That a new section be added to the miscellaneous provisions contained in Article XVII thereof (such Article to be renumbered as Article XVIII as aforesaid) to read as follows:

"Section 7. In the event that any bond issued hereunder shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for the redemption thereof, or in the event that any coupon shall not be presented for payment at the due date thereof and the

Company shall have deposited with the Trustee or any paying agent for such purpose or left with either of them if previously so deposited, money sufficient to pay the principal of such bond and premium, if any, together with all interest due thereon to the date of the maturity of such bond or to the date fixed for the redemption thereof, or to pay such coupon, as the case may be, for the use and benefit of the holder thereof, the Trustee or such paying agent shall, in case the holder of any such bond or coupon shall not, within six (6) years after the maturity of any such bond or coupon or the date fixed for the redemption of any such bond, claim the amount deposited as above stated for the payment thereof, pay over to the Company such amount so deposited, if the Company is not at the time in default hereunder; and the Trustee or such paying agent shall thereupon be relieved from all responsibility to the holder thereof, and in the event of such payment to the Company the holder of any such bond or coupon shall (subject to any applicable statute of limitations) be deemed to be an unsecured creditor of the Company for an amount equivalent to the amount deposited as above stated for the payment thereof and so paid over to the Company."

(27) That the first paragraph of Section 5 of Article XVII thereof (such Article to be renumbered as Article XVIII as aforesaid) be amended to read in its entirety as follows:

"Nothing in this Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, other than the parties hereto, their successors and assigns, and the holders and registered owners from time to time of the bonds and coupons outstanding hereunder, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, stipulations, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Indenture contained by and on behalf of this Company shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders and registered owners from time to time of the bonds and of the coupons outstanding hereunder."

SECTION 10. The provisions of this Thirty-second Supplemental Indenture shall extend to and shall bind and apply to and inure to the benefit of the successors and assigns of the respective parties hereto. This Thirty-second Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute one and the same instrument.

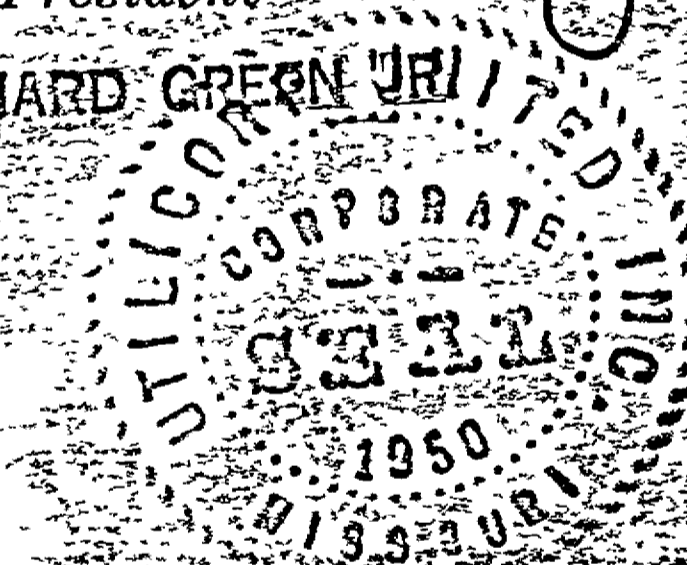
IN WITNESS WHEREOF, said UtiliCorp United Inc. has caused this instrument to be executed in its corporate name by its President or a Vice-President and its corporate seal to be hereunto affixed and to be attested by its Secretary or an Assistant Secretary, and said Commerce Bank of Kansas City, N.A., to evidence its acceptance of the trust hereby created, has caused this instrument to be executed in its corporate name by its President or a Vice-President assigned to the Trust Division and its corporate seal to be hereunto affixed and to be attested by its Secretary or an Assistant Secretary, in several counterparts, on the 30th day of March, 1986, all as of the day and year first above written.

UTILICORP UNITED INC.

By

Richard Green URI
President

RICHARD GREEN URI



[SEAL]

ATTEST:

Roger K. Sallee
Secretary

Executed, signed and delivered by
UTILICORP UNITED INC. in the
presence of:

James R. Hatfield

Jennifer R. Holt
Witnesses

205-1262 Bb

205-1262 Bc

COMMERCE BANK OF KANSAS CITY, N.A.

By *[Signature]*
Vice-President

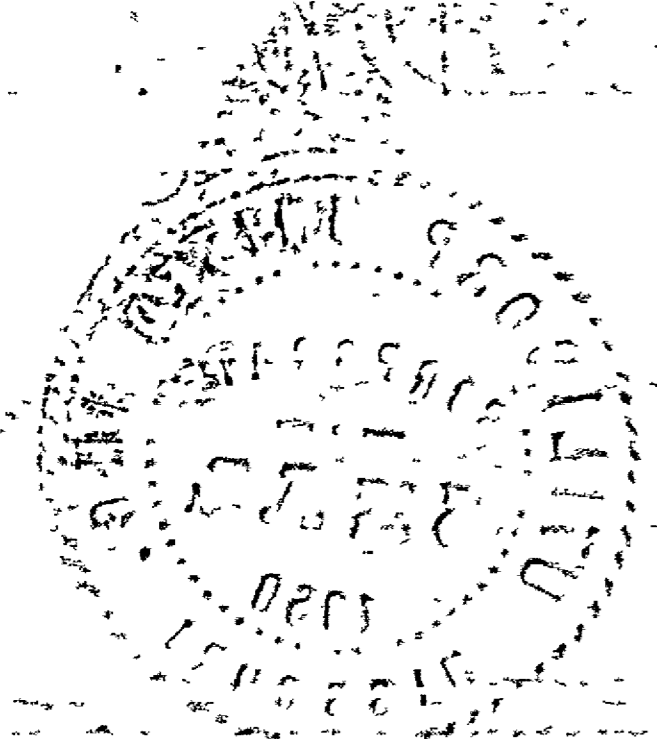
STEPHEN I. SWETT

ATTEST:
[Signature]
Assistant Secretary

WILLIAM EKEY

Executed, signed and delivered by
COMMERCE BANK OF KANSAS
CITY, N.A. in the presence of:

[Signature]
[Signature]
Witnesses



STATE OF MISSOURI }
COUNTY OF JACKSON } SS.:

On this 3rd day of March, 1986 before me appeared
RICHARD GREEN JR, to me personally known, who, being by
me duly sworn, did say that he is President of UTILICORP UNITED
INC., a Missouri corporation, and that the seal affixed to the foregoing
instrument is the corporate seal of said company, and that said instrument
was signed and sealed in behalf of said company by authority of its Board
of Directors, and said **RICHARD GREEN JR** acknowledged said instru-
ment to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 3rd day of March, 1986

[Signature]
Notary Public



My Commission Expires:
DENISE D. HOENSHELL
Notary Public - State of Missouri
Commissioned in Jackson County

My Commission Expires March 23, 1989
STATE OF MISSOURI }
COUNTY OF JACKSON } SS.:

On this 28th day of Feb, 1986 before me appeared
Stephen I. Swett, to me personally known, who, being by
me duly sworn, did say that he is a Vice-President assigned to the Trust
Division of COMMERCE BANK OF KANSAS CITY, N.A., a national banking
association organized and existing under the laws of the United States
of America, and that the seal affixed to the foregoing instrument is the
corporate seal of said company, and that said instrument was signed and
sealed in behalf of said company by authority of its Board of Directors,
and said **Stephen I. Swett** acknowledged said instrument to be the
free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 28th day of Feb, 1986.

[Signature]
Notary Public



My Commission Expires:
M. ELIZABETH BARNES
Notary Public, State of Missouri
Commissioned in Jackson County
My Commission Expires July 22, 1983

205-1262 Bd

A-1

SCHEDULE A
DESCRIPTION OF PROPERTIES

I

The following described real estate, together with all improvements thereon, situated in:

NEBRASKA

CASS COUNTY

All that certain Tract of Land out of Lot # Seven (7) Block Three (3), Fergusons Addition to the Town of Elmwood, Cass County, Nebraska and more fully described by Metes and Bounds as follows: Beginning for the South-west Corner of the Lot herein conveyed, at the South-west Corner of Said Lot # Seven (7) Block Three (3); Thence in an Easterly Direction along and with the South Line of Said Lot # Seven (7) a Distance of Ten (10) Feet to a Stake for the South-east Corner hereof; thence in a Northerly direction at right angle to the South Line hereof a Distance of Ten (10) feet to a Stake for the North-east Corner hereof; thence in a Westerly Direction at right angle to the East Line hereof Parallel with and 10 feet from the South Line hereof a distance of Ten (10) feet to a Stake for the North-west Corner hereof; thence in a Southerly direction a Distance of Ten (10) feet to the Place of Beginning, and containing 100 Square Feet of Land.

All that certain Tract of land out of Lot # Six (6), Block Eighty-seven (87) Original Townsite of Weeping Water, Cass County, Nebraska, and more fully described by Metes and Bounds as follows: Beginning at the South-West Corner of said Lot # Six (6) for the South-West Corner hereof, Thence East a distance of Ten (10) feet for the South-East Corner hereof, Thence North a distance of Ten (10) feet for the North-East Corner hereof, Thence West a distance of Ten (10) feet for the North-West Corner hereof, Thence South to the place of beginning.

A tract of land beginning at a point on the West line of Section 36, Township 10 North, Range 11 East of the Sixth Principal Meridian, 639 feet South of the Northwest corner thereof; Thence East 90° a distance of 135 feet to a point; Thence South 90° a distance of 41 feet to a point; Thence West 90° a distance of 135 feet to a point on the West line of said

Section 36; Thence North along said West Section line a distance of 41 feet to the point of beginning.

A tract of land out of the Northeast Quarter (NE $\frac{1}{4}$) of Section 20, Township 10 North, Range 9 East more particularly described as follows: Commencing at a point 33 feet West of the Southeast corner of the NE $\frac{1}{4}$ of Sec. 20; thence North 50 feet; thence West with an inside angle of 89°44' a distance of 50 feet; thence South with an inside angle of 90°16' a distance of 50 feet; thence East with an inside angle of 89°44' a distance of 50 feet to the point of beginning, less and except The South 18 feet thereof.

A tract of land in the Southeast Quarter of the Southwest Quarter of Section 9, Township 10 North, Range 10, east, more particularly described as follows: Beginning at a point 33 feet north of the southeast corner of the Southwest Quarter of said Section 9; thence north 30 feet, thence west 50 feet, thence south 30 feet, thence east 50 feet to the place of beginning, and

A tract of land out of Lot Sixteen (16), a sub-division of the West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Nine (9), Township Ten (10) north, Range Ten (10) east, described by metes and bounds as follows: Commencing at a point 33 feet North of the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 9, which point is the Southeast corner of a tract of land now owned by Grantee, thence North and along the East line of the tract of land owned by Grantee a distance of 30 feet, thence East with an inside angle of 90°6' a distance of 20 feet, thence South with an inside angle of 89°52' a distance of 30 feet, thence West a distance of 20 feet to the point of beginning.

A tract of land in Lot 8 in the Northeast quarter (NE $\frac{1}{4}$) of Section 15, Township 11 North, Range 10 East described by metes and bounds as follows: Commencing at the Southeast (SE) corner of said Section 15 thence North 4,571.5 feet to the center line of the public road running easterly and westerly through the Northeast quarter (NE $\frac{1}{4}$) of said Section 15 thence West along the center line of said road 607.96 feet to the easterly right-of-way line of Chicago, Rock Island and Pacific railroad thence Southwesterly along the easterly line of the right-of-way of the Railroad company 40.49 feet to the point of beginning of the tract herein described thence south-westerly along the easterly right-of-way of the railroad company a distance of 50 feet thence southeasterly at right angles to the railroad company's right-of-way, a distance of 30 feet thence

Northeasterly parallel to the right-of-way line of the Railroad company a distance of 50 feet thence Northwesterly a distance of 30 feet to the point of beginning.

A tract of land in Lot 11 in the Southeast Quarter (SE $\frac{1}{4}$) of Section 15, Township 11 N., Range 11 E., more particularly described by metes and bounds, as follows: Beginning at a point 1128.4 feet east and 13.0 feet south of the northwest corner of the South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 15, for a point of beginning, thence south 50 feet, thence east 75 feet, thence northwesterly, with an inside angle of 48°39' to a point 30 feet due east of the point of beginning, thence west 30 feet to the place of beginning.

A tract of land out of a certain tract of land, being Lot No. Sixteen (16) in the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-five (35), Township Eleven (11) North, Range Eleven (11) east, described as follows: Beginning for the Northeast (NE) corner hereof at a stake, same being the Northeast (NE) corner of said Lot No. Sixteen (16) in the Northwest Quarter (NW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-Five (35) Township Eleven (11) North, Range Eleven (11) East, Cass County, Nebraska; thence in a westerly direction along and with the North line of said Lot No. Sixteen (16), a distance of Seventy (70) feet to a stake for the Northwest (NW) corner hereof; thence in a Southerly direction at right angle to the North Line hereof, a distance of Thirty (30) feet to a stake for the Southwest (SW) corner hereof; thence in an easterly direction at right angle to the West Line hereof, and parallel with and Thirty (30) feet from the North line hereof, a distance of Seventy (70) feet to a stake for the Southeast (SE) corner hereof; thence in a northerly direction at right angle to the South Line hereof to the place of beginning, and containing Twenty-One Hundred (2100) square feet of land more or less.

COLFAX COUNTY

That certain tract of land, 10 x 10 feet out of the Northwest corner of Lot # Eighteen (18), Block One Hundred (100) Original Townsite of Schuyler, Nebraska, and the Lot herein conveyed described by Metes and bounds as follows: Beginning at the Northwest corner of said Lot Eighteen (18) for the Northwest Corner hereof, Thence South Ten (10) feet for the Southwest corner hereof, Thence East Ten (10) feet for the Southeast corner hereof, Thence North Ten (10) feet for the Northeast corner hereof, Thence West Ten (10) feet to the place of beginning, and containing 100 square feet of land.

That certain tract of land 10 x 10 feet out of the Southeast corner of Lot # Eight (8), Block Seventeen (17) Clarkson's First Addition to the town of Schuyler, Nebraska, and the Lot herein conveyed described by Metes and Bounds as follows: Beginning at the Southeast corner of said Lot # Eight (8) for the Southeast corner hereof; thence North a distance of Ten (10) feet for the Northeast corner hereof; thence West a distance of ten (10) feet for the Northwest corner hereof, thence South a distance of ten (10) feet for the Southwest corner hereof, thence East a distance of ten (10) feet to the place of beginning, and containing 100 square feet of land.

A tract of land in the north half of the northeast quarter of section twenty-two township seventeen north, range three east of the 6th P.M., described as follows: Commencing at a point thirty-three feet west of the southeast corner of the north half of the northeast quarter of said section twenty-two, running west one hundred feet, north fifty feet, east one hundred feet, south fifty feet to place of beginning, said tract containing 5,000 square feet, less and except

A tract of land located in the northeast quarter of the northeast quarter of Section 22, Township 17 North, Range 3 East of the Sixth Principal Meridian, Colfax County, Nebraska, described as follows: Referring to the Southeast corner of said quarter quarter Section; thence Westerly a distance of 33.00 feet along the South line of said quarter quarter Section to the point of beginning; thence Northerly deflecting 089 degrees, 53 minutes, 23 seconds right, a distance of 50.00 feet along the westerly existing highway right of way line to the Northeast corner of the property owned by the Grantor(s); thence Westerly deflecting 089 degrees, 53 minutes, 23 seconds left, a distance of 7.08 feet along the North line of the property owned by the Grantor(s); thence Southerly deflecting 090 degrees, 06 minutes, 23 seconds left, a distance of 50.00 feet to a point on the South line of the property owned by the Grantor(s); thence Easterly deflecting 089 degrees, 53 minutes, 37 seconds left, a distance of 7.09 feet along the South line of the property owned by the Grantor(s) to the point of beginning containing 354.17 square feet, more or less.

CUMING COUNTY

Out of a certain 4 acre tract of Land out of the South-East Quarter (SE $\frac{1}{4}$) of the North-West Quarter (NW $\frac{1}{4}$) of Section #36; Township 24 North, Range 7 East, Cuming County Nebraska, Conveyed by Warranty

Deed from Emma S. Ward to May A. Saunier, Recorded in Book 24, Page 154 in the Deed Records of Cuming County, Nebraska, for which Reference is here made for further Description, and said Lot herein conveyed is described as Follows; To wit: Beginning for the North-West Corner hereof at a Stake same being the North-West Corner of the above described 4 acre Tract, and being at a point where the East Line of Nebraska State Highway #92 intersects the South Line of Elm Street "Bancroft, Nebraska" extended East to the East Line of said State Highway #92, Thence; in an Easterly Direction along and with the North Line of the above described 4 acre tract of Land a Distance of 73 Feet to a Stake for the North-East Corner hereof, Thence; In a southerly direction at right angle to the North Line hereof a Distance of 65 Feet to a Stake for the South-West Corner hereof, Thence; in a Northwesterly Direction along and with the East Line of said state Highway #92, a distance of 102 Feet to the place of beginning, same being a Tract of Land in a triangle shape.

DAKOTA COUNTY

A tract of land commencing at the Southwest corner of Section 25, thence due East along the South line of Section 25 for a distance of 823.72 feet to the point of beginning; thence North 19°07' East for a distance of 79.3 feet; thence due East for a distance of 100.0 feet; thence due South for a distance of 75.0 feet; thence due West for a distance of 125.99 feet to the point of beginning; all of said tract lying in the Southwest Quarter (SW $\frac{1}{4}$) of Section 25, Township 29 North, Range 7 East of the 6th Principal Meridian, and containing 0.19 acres, more or less.

DIXON COUNTY

A tract of land in the South-west corner of Lot Five (5); in Block One (1); Mathewson's Addition to the Village of Emerson, Dixon County, Nebraska, described as follows: Starting at the South-west corner of said Lot Five (5), thence running east ten feet (10 feet), thence North ten feet (10 feet), thence west ten feet (10 feet), thence south ten feet (10 feet) to the place of beginning.

A part of Out Lot 1, Warnock's Addition to the Village of Emerson, Dixon County, Nebraska, described as follows, to-wit: Beginning at a point 158 feet West of the Southeast corner of said Out Lot 1; thence North a distance of 10 feet, thence East a distance of 10 feet, thence South a distance of 10 feet, thence West a distance of 10 feet to place of

beginning, all in Out Lot 1, Warnock's Addition to the Village of Emerson, Dixon County, Nebraska.

A tract of land out of the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, Township 27 North, Range 5 East, more particularly described as follows: Commencing at a point 429.95 feet East and 33 feet North of the Southwest corner of said Section 33, Township 27, Range 5; for the Southwest corner of the tract herein conveyed; thence North 0°00', 75 feet; thence North 90°00' East, 75 feet; thence South 0°00', 75 feet; thence North 90°00' West a distance of 75 feet to the point of beginning.

DODGE COUNTY

A tract of land located in the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Six (6), Township Seventeen (17) North, Range Six (6) East more particularly described as follows: Beginning at a point 1992 feet North and 40 feet East of the Southwest corner of the SE $\frac{1}{4}$ of Sec. 6; thence North 100 feet; thence East 125 feet; thence South 100 feet; thence West 125 feet to the point of beginning.

A tract of land in tax lot 6, in the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 3, Township 20 North, Range 8 East, more particularly described by metes and bounds as follows: Beginning at a point where the south line of the County Road intersects the West line of the Railroad right of way, which point is 156 feet south and 163 feet west of the northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 3; thence in a southwesterly direction along the west line of the right of way of the C. B. & Q. Railroad Company a distance of 32.45 feet; thence South 83°11' west a distance of 37.54 feet; thence north 6°49' west, a distance of 30 feet; thence north 83°11' east a distance of 50 feet, to the point of beginning.

That part of Lot Five (5), Block Twenty-eight (28) of the original town of North Bend, Dodge County, Nebraska, as platted and recorded, more particularly described as follows: Beginning at a point in the north line of said Lot 21 feet east of its northwest corner; thence easterly along said line 12 feet; thence southerly at a right angle 16 feet; thence westerly at a right angle 12 feet; thence northerly to the point of beginning.

DOUGLAS COUNTY

All that certain Tract of Land ten (10) feet square out of the North-East Corner of Lot # Seventeen (17) Block # Eight (8) Maynes first Addition to the town of Valley, Douglas County, Nebraska, more

particularly described as follows: Beginning at the North-East Corner of said Lot # Seventeen (17) for the North-East Corner hereof, thence West ten (10) feet for the North-West corner hereof, thence South ten (10) feet for the South-West corner hereof, thence East ten (10) feet for the South-East corner hereof, thence North ten (10) feet to the place of beginning and containing one hundred (100) square feet of land.

All that certain tract of land ten feet square out of the Southeast corner of Lot number Three (3) in Block Eighteen (18) of the original townsite of Waterloo, Douglas County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said Lot number Three (3) for the southeast corner hereof; thence in a northeasterly direction along and with the east line of said Lot number Three (3) a distance of ten feet for the northeast corner hereof, thence in a northwesterly direction at right angle to the east line hereof a distance of ten (10) feet for the northwest corner hereof, thence in a southwesterly direction at right angle to the north line hereof a distance of ten (10) feet for the southwest corner hereof, thence in a southeasterly direction ten (10) feet to the place of beginning and containing one hundred (100) square feet of land.

All that certain Tract of Land, Ten (10) feet square out of the South-East Corner of Lot # Five (5) Block Five (5), Jones Addition to the Town of Elkhorn, Douglas County, Nebraska, more particularly described as follows: Beginning at the South-East Corner of said Lot # Five (5) for the South-East Corner hereof, thence in a North-Easterly direction a distance of Ten (10) feet for the North-East corner hereof, thence in a Northwesterly direction a distance of ten (10) feet for the North-West corner hereof, thence in a southwesterly direction a distance of ten (10) feet for the South-West corner hereof, thence in a South-Easterly direction Ten (10) feet to the place of beginning, and containing 100 square feet of land.

All that certain Tract of Land ten (10) feet square cut of the North-East Corner of the West one-half (W/2) of Lot # Nine (9) Block Three (3) Original Townsite of Waterloo, Douglas County, Nebraska, more particularly described as follows: Beginning at a point thirty-three (33) feet in a northwesterly direction from the Northeast corner of said Lot # Nine (9) said point being in the South Alley line running through said Block # Three, for the Northeast corner hereof, thence in a northwesterly direction along and with the North line of said Lot Nine (9) a distance of ten feet for the northwest corner hereof; thence in a

southwesterly direction at right angle to the north line hereof (10) ten feet for the southwest corner hereof; thence in a southeasterly direction at right angle to the west line hereof ten (10) feet for the southeast corner hereof; thence in a northeasterly direction a distance of Ten (10) feet to the place of beginning and containing 100 square feet of land.

South Thirty-Five feet (35') of Lot Eleven (11) Block Fifty-Five (55) in the Townsite of Ralston.

A tract of land in the Northeast Quarter (NE $\frac{1}{4}$) of Section 12, Township 15, Range 10, more particularly described as follows: Beginning at a point 2169 feet west of the Southeast (SE) corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 12, thence west 79 feet; thence north 49 feet, thence southeast (SE) in a straight line a distance of 94 feet to the point of beginning.

A tract of land in Tax Lot 9 of Section 11, Township 14 North, Range 12 East, more particularly described by metes and bounds as follows: Beginning at a point 2298.0 feet North and 33 feet East of the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 11, thence East 75 feet; thence South 90 feet; thence West 75 feet; thence North 90 feet to the place of beginning, said tract of land containing 0.13 acres, more or less.

A tract of land 50 feet x 30 feet in the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter of Section 31-16-10, more particularly described as follows: Beginning at a point 444 feet South and 25 feet West of the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section 31, Township 16, Range 10, Douglas County, Nebraska, which point is the Northeast corner of the tract hereinafter described, thence running West thirty (30) feet thence running south at right angles fifty (50) feet parallel with the half Section line, thence running East at right angles thirty (30) feet to the West line of public road, thence running North at right angles fifty (50) feet parallel with public road to point of beginning and containing fifteen hundred (1500) square feet, more or less.

GAGE COUNTY

A tract of land commencing at a point in the North line of Lot nine (9), in Block Six (6), in Hinkle's Addition to the City of Wymore, Gage County, Nebraska, which point is nineteen (19) feet East from the Northwest corner of said Lot Nine (9), running thence South twelve (12)

feet thence East Twelve (12) feet; thence North Twelve (12) feet, to the North line of said Lot Nine (9); thence West along the North line of said Lot Nine (9), to the place of beginning.

A tract of land commencing at a point in the North Line of Lot Ten (10), Block Eight (8), original town of Wymore, Gage County, Nebraska, which point is forty (40) feet south from the Northeast corner of said Lot Ten (10), running thence West Ten (10) feet; thence South Ten (10) feet; thence East Ten (10) feet; thence North Ten (10) feet to the place of beginning.

A tract of land starting at the Northwest corner of Lot Thirteen (13), Jacob Casebeer's Addition to the City of Blue Springs, Gage County, Nebraska, thence Twelve (12) feet East; thence Twelve (12) feet South; thence Twelve (12) feet West; thence Twelve (12) feet North to the point of beginning according to the recorded plat thereof.

A tract of land 12 feet square out of Lot 16 in the town of Odell, Nebraska, described as follows: Commencing at a point 125 feet west of the southeast corner of Lot 16, thence 12 feet north, thence 12 feet west, thence 12 feet south, thence 12 feet east to the point of beginning, all of said land being located in the southwest quarter of the northwest quarter of Section 18, Township 1N, Range 6E of the 6th Principal meridian.

A tract of land out of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13), Township One (1) North, Range Five (5) East more particularly described as follows: Commencing at a point 998.13 feet South and 33 feet West of the Northeast corner of said NE $\frac{1}{4}$ of 13; thence West 100 feet; thence South 75 feet; thence East 100 feet; thence North 75 feet to the point of beginning.

A tract of land out of Block 10, Hills Addition to the City of Blue Springs, Nebraska in Southeast Quarter (SE $\frac{1}{4}$) of Section 18, Township 2 N, Range 7 E more particularly described as follows: Commencing at a point 1547.5 feet North and 33 feet West of the Southeast corner of SE $\frac{1}{4}$ of 18; thence Northerly a distance of 50 feet; thence West with an inside angle of 89°33' a distance of 75 feet; thence South with an inside angle of 90°27' a distance of 50 feet; thence East with an inside angle of 89°33' a distance of 75 feet to the point of beginning.

A tract of land beginning 33 feet West and 1320 feet South of the Northeast corner of Section nineteen (19), Township two (2) North, Range

seven (7), East of the Sixth Principal Meridian, thence South 70 feet, thence West 50 feet, thence North 70 feet, thence east 50 feet to the place of beginning.

JEFFERSON COUNTY

That part of Second Street of the City of Fairbury described as follows: Commencing at a point twenty-two (22) feet West of the Southeast corner of Lot Twelve (12), Block Thirty-nine (39) original Town of Fairbury, thence West a distance of One hundred twenty (120) feet to the East property line of "D" Street, thence South Twenty (20) feet, thence East One hundred twenty (120) feet, thence North Twenty (20) feet to the point of beginning.

West Forty feet (W 40') of the North One hundred Forty-two (N 142') feet of Lot One (1), Riverside Addition to Fairbury, Jefferson County, Nebraska.

That part of Lot 8 and the N/2 of Lot 9 (taken as a tract) in block Seventeen of the Original Town of Fairbury, being in the NW/4 of SW/4 of Section 14, Township 2 North, Range 2 East of the 6th P.M., in Jefferson County, Nebraska described as: Commencing at the Northwest corner of the brick building located on the S/2 of Lot 9 in Block 17 aforesaid, running thence East along the North wall of said building to the alley; thence North 27 feet; thence West to the West side of said Block; thence South 27 feet to the place of beginning, subject to and in accordance with that certain party wall agreement dated April 4, 1923, and ratified June 23, 1958, the terms of which grantee agrees to assume and perform.

A tract of land in the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 23, Township 2 North, Range 2 East described by metes and bounds as follows: Commencing at a point 1051 feet west and 33 feet south of the northeast corner of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of said Section 23; thence south a distance of 50 feet; thence west a distance of 50 feet; thence north a distance of 50 feet; thence east a distance of 50 feet to the point of beginning.

That part of the Northwest Quarter (NW $\frac{1}{4}$) of Section 4, Township 1 North, Range 3 East of the 6th P.M., bounded and described as follows: Commencing at the Northwest corner of said Sec. 4, thence due East along the North line of said Sec. 4 a distance of 1693.0 feet; thence South 20°49' East a distance of 35.3 feet to the point of beginning which point is the intersection of the East right-of-way line of Scribner Street in the

Town of Endicott, Nebraska and the South right-of-way line of the County Road along the North line of said Sec. 4; thence due East a distance of 128.5 feet; thence due south a distance of 75 feet; thence due West a distance of 100 feet to the East right-of-way line of Scribner Street; thence north 20°49' West along the East right-of-way line of Scribner Street a distance of 80.26 feet to the point of beginning.

JOHNSON COUNTY

A tract of Land beginning in the northeast (NE) corner of the North half (N/2) of Lot # Seven (7) in Block Fifteen (15), Original Townsite of Sterling, Johnson County, Nebraska, and extending thence twenty-two (22) feet southward, thence fourteen (14) feet westward, thence twenty-two (22) feet northward, thence fourteen (14) feet eastward to place of beginning.

Same being the East 14 feet of the North $\frac{1}{2}$ of Lot 7, Block 15, Original Townsite of Sterling, Johnson County, Nebraska.

A tract of land beginning at the Northwest corner of Lot Ten (10), in Block Thirty-six (36) Original Town of Tecumseh, Nebraska, and running thence South Fourteen (14) feet, thence East Sixteen (16) feet, thence North Fourteen (14) feet, thence West Sixteen (16) feet to the place of beginning.

A tract of land beginning at the Southwest Corner of Lot Seventeen (17) in Block One (1) in Graff & Ellsworth's Addition to Tecumseh, Nebraska, and running thence East Fourteen (14) feet; thence North Sixteen (16) feet; thence West Fourteen (14) feet; thence South Sixteen (16) feet to place of beginning.

A tract of land in the Southwest Quarter (SW $\frac{1}{4}$) of Section 21, Township 5 North, Range 11 East, described by metes and bounds as follows: Commencing in the Southwest corner of said Section 21 thence East and along the South line thereof a distance of 1999.85 feet; thence North 0°18' East a distance of 45.97 feet to the North right of way line of Highway No. 3 for the point of beginning; thence East and along the North right of way line of the Highway a distance of 50 feet; thence North with an inside angle of 90° a distance of 75 feet; thence West and parallel to the South line hereof a distance of 50 feet; thence South and parallel to the East line hereof a distance of 75 feet to the point of beginning.

A tract of land in Lot "Q" College subdivision of the town of Sterling, Nebraska and described as follows: Beginning at the SW corner of said

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Block "Q" thence east 30 feet, thence north 30 feet, thence west 30 feet, thence south 30 feet to the place of beginning.

NEMAHA COUNTY

A tract of land Fourteen Feet square out of the Southwest corner of Lot Two, in Block Two, in Howe, Nixon & Willson's Addition to Auburn, Nebraska, more particularly described as beginning at the Southwest corner of said Lot Two, thence North fourteen feet; thence East fourteen feet; thence South fourteen feet; thence West fourteen feet to the place of beginning, said tract situated in Nemaha County, Nebraska.

A tract of land more particularly described as follows: Beginning at the center of Section 21, Township 5 North, Range 14 East; thence due South on the South quarter line a distance of 521.57'; thence bearing South 89°56' West a distance of 18 feet to the Northeast corner of said tract; thence continuing on a bearing of South 89°56' West, a distance of 100 feet to the Northwest corner of said tract; thence bearing due South a distance of 100 feet to the Southwest corner of said tract; thence bearing North 89°56' East a distance of 100 feet to the Southeast corner of said tract; thence bearing due North a distance of 100 feet to the point of beginning.

All of that Certain Lot Tract or Parcel of Land out of Lot #3, of Lot #3, of Lot #8, out of the South-East Quarter (SE 1/4) of Section #7, Township 5 North, Range 13 East, Nemaha County, Nebraska, and described by Metes and Bounds as follows: Beginning at the North-West corner of the Lot herein conveyed, at a Stake in the North Line of said Lot #3 of Lot 8, and in the South Line of the C.B.&Q.R.R. Right of Way, and a distance of 220 feet in an Easterly Direction from the North-West corner of Said Lot #3 of Lot 8, Thence; in a Southerly Direction at right angle to the South Line of said C.B.&Q.R.R. Right of Way a Distance of 30 feet to a Stake for the South-West Corner hereof, Thence; in an Easterly Direction at right angle to the West Line hereof a distance of 30 feet to a Stake for the South-East Corner hereof, Thence in a Northerly direction at right angle to the South line hereof, parallel with and 30 feet from the West line hereof a distance of 30 feet to a Stake for the North-East corner hereof, Thence in a Westerly direction along and with the North Line of said Lot #3 of Lot #8, to the place of beginning, and containing 900 Square feet of Land more or less.

A tract of land in the Northwest Quarter of Section 28, Township 6 North, Range 15 East, described as follows: Beginning at a point in the

West right of way line of a County Road that is 69.8 feet South and 33 feet West of the Northeast Corner of said Northwest Quarter; thence West 100 feet; thence South 75 feet; thence East 100 feet; thence North 75 feet along said right of way line to the point of beginning, containing 0.17 acres.

Note: The East line of the Northwest Quarter of Section 28 is assumed to bear due North and South, and

Commencing at the North one quarter corner of Section 28, Township 6 North, Range 15 East of the 6th P.M., Nemaha County, Nebraska; thence N89°57'48"W along the North line of the Northwest one quarter of said Section a distance of 79.2 feet; thence S0°00'E 145.31 feet to the point of beginning, said point being on the right of way of new Highway No. 67; thence continuing S0°00'E along said right of way 70.65 feet; thence N90°00'W 75.0 feet; thence N0°00'W 103.12 feet to the Southerly right of way of said Nebraska Highway No. 67; thence S87°37'07"E along said right of way 21.87 feet; thence S0°19'48"E 31.87 feet; thence N89°40'12"E 52.96 feet to the point of beginning, containing 0.137 acres more or less.

Note: The North line of the Northwest one quarter of Section 28-6-15 is assumed to bear N89°57'48"W, less and except

A tract of land located in the Northwest Quarter of Section 28, Township 6 North, Range 15 East of the Sixth Principal Meridian, Nemaha County, Nebraska, described as follows: Referring to the Northeast corner of said quarter section; thence Southerly a distance of 144.80 feet along the East line of said quarter section; thence Westerly deflecting 090 degrees, 00 minutes right, a distance of 33.00 feet to the point of beginning; thence westerly deflecting 000 degrees, 00 minutes a distance of 47.03 feet; thence Northerly deflecting 090 degrees, 20 minutes right, a distance of 29.35 feet; thence Westerly deflecting 087 degrees, 37 minutes left, a distance of 53.19 feet; thence Northerly deflecting 087 degrees, 17 minutes right, a distance of 43.14 feet; thence Easterly deflecting 090 degrees, 00 minutes right, a distance of 100.00 feet; thence Southerly deflecting 090 degrees, 00 minutes right, a distance of 75.00 feet along the Westerly existing County road right of way line to the point of beginning containing 0.13 acres, more or less.

OTOE COUNTY

A tract of land beginning at a point 584.75 feet South and 33 feet East of the North Quarter corner of Section 34, Township 9 North, Range

9 East, thence East a distance of 100 feet, thence South a distance of 75 feet, thence West a distance of 100 feet, thence North a distance of 75 feet to the point of beginning.

PAWNEE COUNTY

A tract of land starting in the Northwest (NW) corner of Lot Seven (7) in Block Three (3) Original Town of Pawnee City, Nebraska, and running thence South Fourteen (14) feet; thence East Sixteen (16) feet; thence North Fourteen (14) feet; thence West Sixteen (16) feet, to the place of beginning, said tract situated in Pawnee County, Nebraska.

A tract of land located in the Northwest Quarter (NW $\frac{1}{4}$) of Section 32, Township 3 North, Range 12 East, more particularly described as follows: Beginning at a point 904 feet East of the Southwest corner of the NW $\frac{1}{4}$ of said Section 32, thence North 50 feet; thence East 40 feet; thence South 50 feet; thence West 40 feet to the place of beginning, with the right of ingress to and egress from the said premises.

A tract of land starting at a point Two Hundred Twenty-nine (229) feet West of the Southeast (SE) corner of Lot Three (3) of irregular tracts in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-three (23), Township Two (2) North, Range Eleven (11) East of the 6th P.M., and running thence North from this point thirty (30) feet, thence West Fifty (50) feet, thence South Thirty (30) feet, thence East fifty (50) feet to the place of beginning, and

A tract of land out of the Southwest Quarter (SW $\frac{1}{4}$) of Section 23, Township 2 North, Range 11 East more particularly described as follows: Commencing at a point 881.02' South and 833.70' West of the Northeast corner of said SW $\frac{1}{4}$ of 23; thence North 20'; thence West 50'; thence South 20'; thence East 50' to the point of beginning.

RICHARDSON COUNTY

A tract of land starting in the Northwest (NW) corner of Lot Eight (8) in Block Six (6) in the City of Humboldt, Richardson County, Nebraska, and running thence South Fourteen (14) feet, thence East Fourteen (14) feet, thence North Fourteen (14) feet, thence West Fourteen (14) feet to place of beginning.

A tract of land Thirty feet (30) by Fifty feet (50), in the Northeast corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Four (4), Township Two (2), Range Thirteen (13), Richardson County, Nebraska, more particularly described as follows: Beginning at

the Northeast corner of the Southeast Quarter of Section Four (4), Township Two (2), North Range Thirteen, east of the Sixth P.M. Richardson County, Nebraska; thence running West Fifty (50) feet; thence South Thirty (30) feet; thence East fifty (50) feet; thence North Thirty (30) feet to the place of beginning, and

A tract of land out of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Four (4), Township Two (2) North Range Thirteen (13) East, more particularly described by metes and bounds as follows: Commencing at a point Fifty (50) feet West of the Northeast corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section Four (4), thence West along the North quarter line a distance of Thirty three (33) feet, thence South with an inside angle of 90°21' a distance of Fifty (50) feet, thence East with an inside angle of 89°39' a distance of Fifty (50) feet, thence North with an inside angle of 90°21' a distance of Twenty (20) feet, thence West and parallel with the South line hereof a distance of Seventeen (17) feet, thence North and parallel with the West line hereof a distance of Thirty (30) feet to the point of beginning.

SARPY COUNTY

A tract of land 12 feet square out of Lot 5, Block 278, described as follows: Beginning at the northeast corner of said Lot 5, thence south 12 feet; thence west 12 feet; thence north 12 feet; thence east 12 feet to the point of beginning, together with the vacated portions of streets, avenues and alleys adjacent thereto, heretofore vacated by the municipality of Bellevue in the City of Bellevue, Sarpy County, Nebraska as surveyed, platted and recorded.

A tract of land described as follows: Commencing at the southwest corner of Lot 84, Block 1, in the Rushart Addition to the City of Bellevue, thence east 12 feet along the property line of said lot, thence north 10 feet; thence west 12 feet, thence south 10 feet to the point of beginning.

A tract of land out of Tax Lot 2C in Section 36, Township 14 North, Range 13 East, described by metes and bounds as follows: Commencing at the North one-quarter corner of said Section 36; thence South a distance of 222.7 feet; thence East a distance of 468.6 feet; thence South a distance of 107.6 feet; thence South 41° 46' West a distance of 277 feet to the Westerly right of way line of a graded gravel road and the point of beginning of the tract of land hereby conveyed; thence Southeasterly along the Westerly right of way line of the road a distance of 75 feet;

thence Southwesterly with an inside angle of 90° a distance of 75 feet; thence Northwesterly with an inside angle of 90° a distance of 75 feet; thence Northeasterly with an inside angle of 90° a distance of 75 feet to the point of beginning.

A tract of land in the Southwest Quarter (SW $\frac{1}{4}$) of Section 23, Township 14 North, Range 12 East, more particularly described by metes and bounds as follows: Beginning at a point 1354.83 feet East and 33 feet North of the Southwest corner of said Section 23; thence North 75 feet; thence East 50 feet; thence South 75 feet; thence West 50 feet to the place of beginning, said tract of land containing .086 acres, more or less.

A tract of land located in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 27, Township 14 North, Range 12 East of the 6th P.M., more particularly described as follows: Beginning at a point 1289.28 feet West and 33 feet South of the center of said Sec. 27, being the Northwest corner of the tract herein conveyed; thence Southerly at right angles to the North line of the SW $\frac{1}{4}$ of said Sec. 27 a distance of 100 feet; thence Easterly and parallel to the North line of said SW $\frac{1}{4}$ a distance of 75 feet; thence Northerly at right angles a distance of 100 feet; thence Westerly and parallel to the North line of said SW $\frac{1}{4}$ a distance of 75 feet to the point of beginning.

Lot #336 LaVista, a subdivision in Sarpy County, Nebraska, now part of the incorporated municipality of LaVista.

A tract of land situated in the Northeast Quarter (NE $\frac{1}{4}$) of Section 33, Township 14 North, Range 11 East of the Sixth Principal Meridian, Sarpy County, Nebraska, more particularly described as follows: Commencing at the Northwest (NW) corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 33, Township 14 North, Range 11 East, thence due East (assumed bearing) along the North line of said Section 33 a distance of 55 feet; thence South at right angles to the above described line, to the South right-of-way line of Nebraska Highway No. 370, a distance of 56.75 feet and the point of beginning; thence continuing South a distance of 100 feet; thence East a distance of 75 feet; thence North a distance of 101.99 feet; thence South 88°29' West along the South right-of-way line of said Nebraska Highway No. 370 a distance of 75.02 feet to the point of beginning and containing 0.17 acre, more or less.

Commencing at the Northwest corner of Section 31; thence Southerly a distance of 2,400.0 feet; thence Easterly along a straight line making an angle of 90 degrees to the left from the last above described course,

a distance of 33.0 feet to the point of beginning; thence continuing Easterly along the last above described course a distance of 100.0 feet; thence Southerly along a straight line making an angle of 90 degrees to the right from the last above described course a distance of 75 feet; thence Westerly along a straight line making an angle of 90 degrees to the right from the last above described course a distance of 100.0 feet; thence Northerly along a straight line making an angle of 90 degrees to the right from the last above described course a distance of 75.0 feet to the point of beginning, containing 0.17 acres more or less, all in Section 31, Township 14 North, Range 11 East, Sarpy County, Nebraska.

A tract of land in Tax Lot 9 in Section 35, Township 14 North, Range 13 East described by metes and bounds as follows: commencing at a point 117.55 feet East of the Southwest corner of said Section 35; thence North 20 feet; thence East 20 feet; thence Southeast with an inside angle of 107 degrees 46 minutes and along the Westerly right-of-way line of the Missouri Pacific Railroad Company a distance of 21 feet to the South line of said Section 35; thence West along the South line of Section 35 a distance of 26.41 feet to the point of beginning.

A tract of land located in the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, Township 14 North, Range 13 East of the 6th P.M., more particularly described as follows: Commencing at the center of said Section 34, Township 14 North, Range 13 East; thence North (assumed bearing) along the North Quarter line of said section 34 a distance of 59.4 feet to the North right-of-way line of Nebraska State Highway #370, and the point of beginning; thence continuing North a distance of 100.0 feet; thence West a distance of 140.0 feet; thence South a distance of 105.0 feet to the North right-of-way line of said Highway #370; thence Easterly along the Nebraska State Highway #370 right-of-way line, which is on a 3,884.72 feet radius curve to the right (initial tangent of which forms an angle of 93 degrees 05 minutes left) with the last described course produced, a distance of 140.0 feet to the point of beginning, containing 0.32 acres of land more or less.

SAUNDERS COUNTY

The West Half of Lot 12, Block 24, in that part of Ashland, Saunders County, Nebraska platted and formerly known as Flora City.

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 35, Township 13 North, Range 9 east, more particularly described as follows: Commencing at a point on the South

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line of said Section 35 Four Hundred Eighty-four and four tenths feet (484.4) west of the Southeast corner of said Southwest Quarter; running thence north sixty feet (60'), thence west seventy feet (70'), thence south sixty feet (60'), thence east seventy (70') to the place of beginning.

THURSTON COUNTY

A tract of land in the Northwest corner of the West Half of the Southwest Quarter of Section 34, Township 27 north, Range 6 east more particularly described as follows: Beginning at a point 2596 feet north and 33 feet east of the southwest corner of said Section 34, running thence east 30 feet, thence north 50 feet, thence west 30 feet, thence south 50 feet to the place of beginning, containing 1500 square feet of land, and

A tract of land out of the Southwest Quarter (SW 1/4) of Section 34, Township, 27 North, Range 6 East more particularly described as follows: Commencing at a point 2598.75 feet North and 33 feet East of the SW corner of said SW 1/4 of Section 34, which point is the SW corner of a tract of land now owned by Northern and the point of beginning; thence East along the South line of land now owned by Northern a distance of 30 feet to the SE corner of land now owned by Northern; thence North along the East line of land now owned by Northern a distance of 50 feet to the NE corner of land now owned by Northern; thence East 70 feet; thence South 75 feet; thence West 100 feet; thence North 25 feet to the point of beginning.

WAYNE COUNTY

A tract of land located in Lot 5 Block 20 Original town of Wayne, Nebraska and described as follows: Starting at the North East Corner of said Lot 5, thence South 12 feet thence West 10 feet, thence North 12 feet, thence East 10 feet to place of beginning, containing 120 square feet of land.

A tract of land located in the South 50 feet of Lot 2 Block 1 Britton and Bressler Addition to the Town of Wayne, Nebraska and described as follows: Starting at the South East Corner of said lot, thence North 10 feet, thence West 10 feet, thence South 10 feet, thence East 10 feet, to a place of beginning containing 100 square feet of land.

A tract of land located in the North East corner of the North 40 feet of the East one-half of Out Lot 12 Crawford and Brown Out Lots in the town of Wayne, Nebraska and described as follows: Starting at the North East corner of said Out Lot 12, thence 10 feet West, thence 10 feet South, thence 10 feet East, thence 10 feet North to place of beginning.

A tract of land out of the West 60 feet of Lot 8, block 2, north addition to the City of Wayne, Nebraska, described by metes and bounds as follows: Commencing at the Northwest corner of said Lot 8, thence East and along the North Line thereof a distance of 12 feet; thence South a distance of 12 feet; thence West a distance of 12 feet; thence North and along the West line of said Lot 8 a distance of 12 feet to the point of beginning.

A tract of land measuring 21 feet east and west by 70 feet north and south in the East Half of the Southeast Quarter of the Southwest Quarter of Section 7, Township 26 North, Range 4 East, more particularly described as follows: Beginning at a point 1965 feet east and 33 feet north of the Southwest corner of said Section 7, running thence north 70 feet, thence east 21 feet, thence south 70 feet, thence west 21 feet to the place of beginning.

Lot Eleven (11), Block Twelve (12), Original Town of Wayne, Wayne County, Nebraska.

A tract of land located in the Southeast Quarter (SE 1/4) of Section Seven (7), Township Twenty-six (26) North, Range Four (4) East of the Sixth (6th) Principal Meridian more particularly described as follows: Commencing at the Southeast corner of Section 7, thence bearing due West on the section line a distance of 1015.36 feet which is the point where the centerline of a graveled road adjacent to the railroad intersects the section line; thence bearing North 61 degrees, 31 minutes East along the centerline of graveled road adjacent to railroad a distance of 201.64 feet; thence Northwesterly bearing North 28 degrees, 29 minutes West and at right angles to centerline of gravel road adjacent to railroad a distance of 25 feet to the point of beginning; which is the right-of-way line and Southerly corner of said tract of land; thence continuing Northwesterly on same bearing a distance of 100 feet to the Westerly corner of said tract; thence Northeasterly at right angles bearing North 61 degrees 31 minutes East a distance of 100 feet to the Northerly corner of said tract; thence Southeasterly at right angles bearing South 28 degrees 29 minutes East a distance of 100 feet to the Easterly corner of said tract, which corner is on right-of-way line of graveled road; thence Southwesterly at right angles bearing South 61 degrees 31 minutes West along the right-of-way line of gravel road a distance of 100 feet to the point of beginning.

NEBRASKA RIGHTS OF WAY

County	Recording Data		
	Book	Page	Date
Burt	M34	691 & 693	02-07-86
Cass	33	62 & 70	01-24-86
Colfax	106	409	01-22-86
Dakota	M57	5	02-18-86
Dixon	27	75	02-18-86
Dodge	16	278	01-22-86
Douglas	765	56 & 59	02-14-86
Gage	66	819 & 821	01-21-86
Jefferson	Misc. 8	229 & 230	12-24-85
Johnson	37	500	12-31-85
Nemaha	41	185 & 193	12-24-85
Pawnee	Misc. 25	150	12-26-85
Richardson	34	385	12-30-85
Sarpy	59	4 & 6	01-02-86
Saunders	143	1226	01-22-86
Wayne	Microfilm #860174		02-19-86

(Descriptions of real estate and rights of way situated in the States of Colorado, Iowa, Kansas, Minnesota and Missouri are omitted from this document for purposes of recording in the State of Nebraska.)

II

ELECTRIC GENERATING PLANTS

All electric generating plants and stations of the Company owned by it at the date of the execution hereof, including all power houses, structures and works, and the land and interests in land on which or pursuant to which the same are situated, and all other lands and easements, rights-of-way, permits, privileges, towers, poles, wires, machinery, equipment, appliances, appurtenances and sites forming a part of such plants and stations or any of them, or occupied, enjoyed or used in connection therewith.

III

ELECTRIC TRANSMISSION SYSTEMS

All electric transmission lines of the Company owned by it at the date of the execution hereof, including towers, poles, pole lines, wires, switch racks, switchboards, insulators and other appliances and equipment, and all other property of the Company forming a part thereof or pertaining thereto, and all service lines extending therefrom, together with all of the Company's real property, rights-of-way, easements, permits, privileges, franchises, and rights over or relating to the construction, maintenance or operation thereof, through, over, under, or upon any private property or in the public streets or highways within as well as without, the corporate limits of any municipal corporation.

IV

ELECTRIC DISTRIBUTION SYSTEMS

All electric distribution systems of the Company owned by it at the date of the execution hereof, including substations, transformers, switch boards, towers, poles, wires, insulators, subways, franchises, manholes, cables, appliances, equipment, and all other property of the Company, real or personal forming a part of or pertaining to or used, occupied or enjoyed in connection with such distribution systems, or any of them, together with the Company's rights of way, easements, permits, privileges, franchises, and rights in or relating to the construction, maintenance or operation thereof, through, over, under, or upon any private property or any public streets, or highways, within as well as without the corporate limits of any municipal corporation.

V

SUBSTATIONS AND SUBSTATION SITES

All the substations and the switching stations of the Company owned by it at the date of the execution hereof for transforming, distributing or otherwise regulating electric current, together with all the Company's buildings, transformers, wires, insulators, appliances, equipment, and all other property, real or personal, of the Company, forming a part of or pertaining to or used, occupied or enjoyed in connection with any of such substations and switching stations.

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VI

GAS GENERATING AND DISTRIBUTION SYSTEMS

All of the gas generating and distribution systems of the Company owned by it on the date of the execution hereof, including all mains, regulators, services, meters, buildings, structures, holders and works, and all equipment, appliances, appurtenances, and sites forming a part of such generating and distribution systems, or any of them, or occupied, enjoyed and used in connection therewith.

VII

ELECTRIC FRANCHISES

All and singular, the franchises, grants, immunities, privileges and rights of the Company owned and held by it at the date of the execution hereof, for the construction, maintenance and operation of the electric light and power plants and systems of the Company, as well as all franchises, grants, immunities, privileges, and rights of the Company used or useful in the operation of the property mortgaged hereunder, including all and singular the franchises, grants, immunities, privileges, and rights of the Company granted by all municipalities or political subdivisions, and all renewals, extensions, and modifications of said franchises, grants, immunities, privileges, and rights or any of them.

VIII

GAS FRANCHISES

All and singular, the franchises, grants, immunities, privileges and rights of the Company owned and held by it at the date of the execution hereof, for the construction, maintenance and operation of the gas transmission and distribution systems of the Company, as well as all franchises, grants, immunities, privileges, and rights of the Company used or useful in the operation of the property mortgaged hereunder, including all and singular the franchises, grants, immunities, privileges, and rights of the Company granted by all municipalities or political subdivisions, and all renewals, extensions, and modifications of said franchises, grants, immunities, privileges, and rights or any of them.

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IX

ELECTRIC AND GAS CONTRACTS

All leases, lease contracts (both verbal and written), leasehold estates and electric power and natural gas supply contracts of the Company owned by it at the date of execution hereof, together with all rights, titles, options, privileges and powers of the Company thereunder or appertaining thereto.