

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

CASE NO. WM-84-22

Joint Petition of the St. Joseph Water Company and Joplin Water Works Company for authorization and approval of (i) The transfer to and acquisition by St. Joseph of all properties, plants and businesses of Joplin, subject to and the assumption of all debts, liabilities and obligations of Joplin, to be effected by a statutory merger under the Missouri General Corporation Act, with St. Joseph as the surviving corporation under the changed name of Missouri-American Water Company (Missouri-American) pursuant to the terms of an agreement and plan of merger between petitioners, (ii) The execution and delivery by Missouri-American of debt instruments assuming the long-term debt obligations of the constituent corporations, the common and preferred stock as provided in such plan of merger in exchange for the issued and outstanding shares of capital stock of Joplin, and the resulting capitalization of Missouri-American upon consummation of such merger, (iii) The recording of such transaction of the books and records of Missouri-American, (iv) The transfer to Missouri-American of the franchises and other operating rights of the constituent corporations, and (v) The adoption and filing by Missouri-American of the existing schedules of rates and charges and rules and regulations of Joplin applicable to water service in the areas served by said company at the time of the consummation of the merger.


Secretary's Certificate

The undersigned, being the Secretary of Missouri-American Water Company [formerly The St. Joseph Water Company, successor by merger with Joplin Water Works Company ("Joplin"), the "Company"], hereby certifies that attached hereto are true and correct copies of the final forms of the Company's:

- (i) Seventh Supplemental Indenture dated as of January 1, 1984, to Mellon Bank, N. A., and Frederick H. Laas (or successor), as trustees thereunder, providing for the assumption by the Company of the obligations of Joplin under an Indenture of Mortgage and Deed of Trust dated as of July 1, 1949 from Joplin to Mellon National Bank and Trust Company and W. F. Reynolds, as trustees thereunder, as amended and supplemented;
- (ii) Third Supplemental Indenture dated as of January 1, 1984 to The Fidelity Bank and First National Bank and Trust Company of Joplin (or successor), as trustees thereunder, providing for the assumption by the Company of the obligation of Joplin under the Indenture of Mortgage dated as of August 1, 1975 from Joplin to such trustees thereunder, as amended and supplemented;
- (iii) Fifth Supplemental Indenture dated as of January 1, 1984 to Chemical Bank and Roger A. Hegarty (or successor), as trustees thereunder, evidencing of record the name change of, and merger of Joplin into the Company under an Indenture dated as of April 1, 1936 from the Company to The New York Trust Company and Oliver F. Roth, as trustees thereunder, as amended and supplemented; and
- (iv) Fourth Supplemental Indenture dated as of January 1, 1984 to The Fidelity Bank and William B. Ebert, as trustees thereunder, evidencing of record the name change of, and merger of Joplin into the Company, and subjecting additional property of the Company to the lien of the Indenture of Mortgage dated as of May 1, 1968 from the Company to such trustees thereunder, as amended and supplemented.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the Company as of the date hereof.

Dated: January 13, 1984


S. B. Givens
Secretary

(Corporate Seal)

MISSOURI-AMERICAN WATER COMPANY
(successor by merger to
Joplin Water Works Company)

to

THE FIDELITY BANK

and

FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN,

as Trustees

THIRD SUPPLEMENTAL INDENTURE

Dated as of January 1, 1984

SUPPLEMENTAL TO INDENTURE OF MORTGAGE
dated as of August 1, 1975

Cross Reference: This Indenture supplements and amends the Indenture of Mortgage recorded in the office of the Recorder of Jasper County, Missouri, on October 30, 1975, in Book 1185 at Page 501 and recorded in the office of the Recorder of Newton County, Missouri, on October 30, 1975, in Book 230A at Page 1.

THIS THIRD SUPPLEMENTAL INDENTURE (the "Third Supplemental Indenture"), dated as of January 1, 1984, is made by and among MISSOURI-AMERICAN WATER COMPANY, a Missouri Corporation and successor by merger to Joplin Water Works Company ("Missouri-American"), and THE FIDELITY BANK, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN, a National Banking Association, licensed to and transacting business in the State of Missouri, as Trustees (the "Trustees").

RECITALS

1. Joplin Water Works Company, a Missouri corporation ("Joplin"), has executed and delivered to the Trustees (i) an Indenture of Mortgage dated as of August 1, 1975 (the "Original Indenture"), (ii) a First Supplemental Indenture dated as of October 1, 1980, and (iii) a Second Supplemental Indenture dated as of June 1, 1983 (the Original Indenture as so supplemented and amended is hereinafter referred to as the "Indenture").
2. There is currently outstanding three series of general mortgage bonds under the Indenture designated respectively, "General Mortgage Bonds, 10-1/2% Series due July 1, 1993", "General Mortgage Bonds, 12-1/4% Series due October 1, 2000, and "General Mortgage Bonds, 11.7% Series due February 24, 1989" (hereinafter referred to collectively as the "General Mortgage Bonds").
3. Effective January 1, 1984, Joplin merged with and into Missouri-American (the "Merger"), and Missouri-American is the surviving company of the Merger.
4. As a result of the Merger, all property, rights, privileges, powers and franchises of Joplin vested in Missouri-American, and all rights of the Trustees and the holders of the outstanding General Mortgage Bonds and the lien of the Indenture were preserved unimpaired, and are enforceable against Missouri-American to the same extent as if it had been a named party to the Indenture.

5. Article X of the Indenture permits Joplin to merge with and into another corporation provided that (i) immediately upon such merger becoming effective, the surviving corporation executes and delivers to the Trustees and records, a supplemental indenture by which it assumes the due and punctual payment of the principal of, premium, if any, and interest on the General Mortgage Bonds and the performance of all the covenants and conditions of the Indenture to be performed by Joplin, and (ii) such merger in no respect impairs the lien of the Indenture.

6. The execution and delivery of this Third Supplemental Indenture has been duly authorized by Missouri-American and all conditions precedent to the execution and delivery hereof by Missouri-American and the Trustees provided for in the Indenture have been complied with, and all acts and things necessary to constitute this Third Supplemental Indenture a valid indenture and agreement according to the terms thereof have been done and performed.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Missouri-American, for the equal and proportionate benefit of the respective holders from time to time of the General Mortgage Bonds, has executed and delivered this Third Supplemental Indenture; and Missouri-American, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustees and their successors as follows:

PART I

ASSUMPTION OF OBLIGATIONS AND LIABILITIES

Missouri-American (i) assumes and agrees to pay, duly and punctually, the principal of, premium, if any, and interest on all the General Mortgage Bonds according to their terms and the terms of the Indenture and (ii) agrees to perform, observe and fulfill, duly and punctually, all other terms, covenants and conditions of the Indenture to be performed, observed or fulfilled by Joplin thereunder or in connection therewith, subject to the provisions of Section 10.03 of the Original Indenture.

PART II

LIMITATION ON ADDITIONAL BONDS

Missouri-American, as successor to Joplin, hereby relinquishes its right to issue additional bonds under the Indenture; and it covenants and agrees with the Trustees that it will not hereafter issue, or permit to be issued, additional bonds under the Indenture nor shall any additional indebtedness in any manner be secured thereby other than upon the transfer of, or the exchange or substitution for, General Mortgage Bonds presently outstanding.

PART III

CONCERNING THE TRUSTEES

The Trustees accept the trusts hereunder and agree to perform the same but only upon the terms and conditions set forth in the Indenture. Without limiting the generality of the foregoing, the Trustees assume no responsibility for the correctness of the recitals of fact herein contained, which shall be taken as the statements of Missouri-American. The Trustees make no representations and shall have no responsibility as to the validity of this Third Supplemental Indenture.

PART IV

REAFFIRMATION OF INDENTURE

As supplemented by this Third Supplemental Indenture, the Indenture is in all respects ratified and confirmed, and the Indenture and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument.

PART V

MISCELLANEOUS

This Third Supplemental Indenture may be executed in several counterparts, and all such counterparts, executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, MISSOURI-AMERICAN WATER COMPANY has caused this Third Supplemental Indenture to be signed and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by its Secretary or one of its Assistant Secretaries; and THE FIDELITY BANK has caused this Third Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by one of its Assistant Secretaries, and FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN has caused this Third Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by one of its Assistant Secretaries, all as of the day and year first above written.

MISSOURI-AMERICAN WATER COMPANY

By _____
President

ATTEST:

Assistant Secretary

(SEAL)

Signed, sealed and delivered
by Joplin Water Works Company
in the presence of:

THE FIDELITY BANK, as Trustee

By _____ Vice President

ATTEST:

(SEAL) _____ Assistant Secretary

Signed, sealed and delivered
by The Fidelity Bank in the
presence of:

FIRST NATIONAL BANK AND TRUST
COMPANY OF JOPLIN, as Trustee

By _____ Vice President

ATTEST:

(SEAL) _____ Assistant Secretary

Signed, sealed and delivered
by First National Bank and
Trust Company of Joplin in
the presence of:

STATE OF ILLINOIS)
) SS:
COUNTY OF ST. CLAIR)

On this ___ day of _____, 1984, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is President of Missouri-American Water Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Belleville, Illinois.

Notary Public

Printed

My Commission expires: _____ (SEAL)

STATE MISSOURI)
) SS:
COUNTY OF JASPER)

On this ____ day of _____, 1984, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is a Vice President of First National Bank and Trust Company of Joplin and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri.

Notary Public

Printed

My Commission expires: _____ (SEAL)

MISSOURI-AMERICAN WATER COMPANY
(successor by merger to
Joplin Water Works Company)

to

MELLON BANK, N. A.

and

FREDERICK H. LAAS,

as Trustees

SEVENTH SUPPLEMENTAL INDENTURE

dated as of January 1, 1984

SUPPLEMENTAL TO INDENTURE OF MORTGAGE AND DEED OF TRUST
dated as of July 1, 1949

Cross Reference: This Indenture supplements and amends the Indenture of Mortgage and Deed of Trust recorded in the office of the Recorder of Jasper County, Missouri, on July 22, 1949, in Mortgage Record 624 at Page 276 and recorded in the office of the Recorder of Newton County, Missouri, on July 22, 1949, in Book 121A at Page 1.

THIS SEVENTH SUPPLEMENTAL INDENTURE (the "Seventh Supplemental Indenture"), dated as of January 1, 1984, is made by and among MISSOURI-AMERICAN WATER COMPANY, a Missouri corporation and successor by merger to Joplin Water Works Company ("Missouri-American"), and MELLON BANK, N. A., a National Banking Association and Frederick H. Laas (successor to Lauren R. Reynolds, Jr. and W. F. Reynolds), as Trustees ("Trustees").

RECITALS

1. Joplin Water Works Company, a Missouri corporation ("Joplin"), has executed and delivered to the Trustees (i) an Indenture of Mortgage and Deed of Trust dated as of July 1, 1949 (the "Original Indenture"), (ii) a First Supplemental Indenture dated as of May 1, 1951, (iii) a Second Supplemental Indenture dated as of October 29, 1953, (iv) a Third Supplemental Indenture dated as of August 1, 1955, (v) a Fourth Supplemental Indenture dated as of October 25, 1956, (vi) a Fifth Supplemental Indenture dated as of October 1, 1958, and (vii) a Sixth Supplemental Indenture dated as of August 1, 1954 (the Original Indenture as so supplemented and amended is hereinafter referred to as the "Indenture").
2. There are currently outstanding two series of first mortgage bonds under the Indenture designated, respectively, "First Mortgage Bonds, Series B, 3-1/2%, due August 1, 1985"; and "First Mortgage Bonds, Series D, 4.95%, due August 1, 1994" (hereinafter referred to collectively as the "First Mortgage Bonds").
3. Effective January 1, 1984, Joplin merged with and into Missouri-American (the "Merger"), and Missouri-American is the surviving company of the Merger.
4. As a result of the Merger, all property, rights, privileges, powers and franchises of Joplin vested in Missouri-American, and all rights of the Trustees and the holders of the First Mortgage Bonds and the lien of the Indenture were preserved unimpaired, and are enforceable against Missouri-American to the same extent as if it had been a named party to the Indenture.

5. Article X of the Indenture permits Joplin to merge with and into another corporation provided that (i) immediately upon such merger becoming effective, the surviving corporation executes and delivers to the Trustees and records, a supplemental indenture by which it assumes and agrees to make the due and punctual payment of the principal of, premium, if any, and interest on the First Mortgage Bonds and the performance of all the covenants and conditions of the Indenture to be performed by Joplin, and (ii) such merger in no respect impairs the lien of the Indenture.

6. The execution and delivery of this Seventh Supplemental Indenture has been duly authorized by Missouri-American and all conditions precedent to the execution and delivery hereof by Missouri-American and the Trustees provided for in the Indenture have been complied with, and all acts and things necessary to constitute this Seventh Supplemental Indenture a valid indenture and agreement according to the terms thereof have been done and performed.

NOW, THEREFORE, THIS SEVENTH SUPPLEMENTAL INDENTURE WITNESSETH that Missouri-American, in consideration of the premises and of the acceptance by the Trustees of the trusts hereby created, and of One Dollar to it duly paid by the Trustees, the receipt and sufficiency of which are hereby acknowledged, and in order further to secure the payment of the principal of and premium (if any) and interest on the First Mortgage Bonds, according to their tenor and effect, and the performance and observance by Missouri-American of all the covenants and conditions in the First Mortgage Bonds and in the Indenture contained, and intending to be legally bound, does hereby ratify and confirm its mortgage and pledge to the Trustees of all property, rights and franchises described in the Granting Clauses of the Indenture (except such thereof as may heretofore have been released from the lien of the Indenture in accordance with the terms thereof) and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustees, and to their successors in the trust, and to them and their assigns forever, all property, rights and franchises acquired by Joplin subsequent to

the execution and delivery of the Sixth Supplemental Indenture including, but without limiting the generality of the foregoing, all those pieces or parcels of land more particularly identified in Exhibit A hereto, which Exhibit is hereby incorporated in and made a part of this Granting Clause as if set forth herein in full.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property, rights and franchises or any part thereof, with the reversion and reversions, remainder and remainders, and, to the extent permitted by law, all tolls, rents, revenues, issues, income, product and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which Missouri-American now has or may hereafter acquire in and to the aforesaid property, rights and franchises and every part and parcel thereof.

SAVING AND EXCEPTING, HOWEVER, from the property hereby mortgaged and pledged all of the property of every kind and type saved and excepted from the Original Indenture by the terms thereof.

SUBJECT, HOWEVER, to the exceptions, reservations and matters of the kind and type recited in the Indenture.

TO HAVE AND TO HOLD all said premises, property, assets, rights and franchises granted, bargained, sold, released, conveyed, transferred, assigned, mortgaged, pledged, set over or confirmed by Missouri-American as aforesaid or intended so to be unto the Trustees and their successors in the trust, and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trust set forth in the Indenture for the equal and proportionate benefit and security of the owners of the First Mortgage Bonds, without preference, priority or distinction of any of the First Mortgage Bonds over any others thereof by reason of priority in the time of the issue or negotiation thereof, by reason of the date of maturity thereof, or for any other reason whatsoever, so that all issued and outstanding First Mortgage Bonds shall have the same right, lien and preference under and by virtue thereof, and shall all be equally secured thereby, with like effect as if they had all been executed, authenticated and delivered simultaneously on the date of the Original Indenture; subject, however, to the provisions of Section 3.02 of Article III of the Original Indenture.

AND THIS SEVENTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH that Missouri-American, for itself and its successors, does hereby covenant and agree to and with the Trustees and their successors in the trust, for the benefit of those who shall own said First Mortgage Bonds or any of them, as follows:

PART I

ASSUMPTION OF OBLIGATIONS AND LIABILITIES

Missouri-American (i) assumes and agrees to pay, duly and punctually, the principal of, premium, if any, and interest on all the First Mortgage Bonds according to their terms and the terms of the Indenture and (ii) agrees to perform, observe and fulfill, duly and punctually, all other terms, covenants and conditions of the Indenture to be performed, observed or fulfilled by Joplin thereunder or in connection therewith, subject to the provisions of Article X, Section 10.03 of the Original Indenture.

PART II

LIMITATION ON ADDITIONAL BONDS

Missouri-American, as successor to Joplin, hereby relinquishes its right to issue additional bonds under the Indenture; and it covenants and agrees with the Trustees that it will not hereafter issue, or permit to be issued, additional bonds under the Indenture nor shall any additional indebtedness in any manner be secured hereby other than upon the transfer of, or the exchange or substitution for, First Mortgage Bonds presently outstanding.

PART III

CONCERNING THE TRUSTEES

The Trustees accept the trusts hereunder and agree to perform the same but only upon the terms and conditions set forth in the Indenture. Without limiting the generality of the foregoing, the Trustees assume no responsibility for the correctness of the recitals of fact herein contained, which shall be taken as the statements of Missouri-American. The Trustees make no representations and shall have no responsibility as to the validity of this Seventh Supplemental Indenture.

PART IV

REAFFIRMATION OF INDENTURE

As supplemented by this Seventh Supplemental Indenture, the Indenture is in all respects ratified and confirmed, and the Indenture and this Seventh Supplemental Indenture shall be read, taken and construed as one and the same instrument.

PART V

MISCELLANEOUS

This Seventh Supplemental Indenture may be executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, MISSOURI-AMERICAN WATER COMPANY has caused this Seventh Supplemental Indenture to be signed and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by its Secretary or one of its Assistant Secretaries; and MELLON BANK, N. A., has caused this Seventh Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by one of its Trust Officers and FREDERICK H. LAAS has hereunto set his hand, all as of the day and year first above written.

MISSOURI-AMERICAN WATER COMPANY

By _____
President

ATTEST:

Assistant Secretary

(SEAL)

Signed, sealed and delivered
by Joplin Water Works Company
in the presence of:

MELLON BANK, N. A., as Trustee

By _____
Vice President

ATTEST:

Trust Officer

(SEAL)

Signed, sealed and delivered
by Mellon Bank, N. A. in the
presence of:

Frederick H. Laas

Signed, sealed and delivered
by Frederick H. Laas in the
presence of:

STATE OF ILLINOIS)
) SS:
COUNTY OF ST. CLAIR)

On this ___ day of _____, 1984, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is President of Missouri-American Water Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Belleville, Illinois.

Notary Public

Printed

My Commission expires: _____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this ___ day of _____, 1984, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is a Vice President of Mellon Bank, N. A. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

I hereby further certify that I am not an officer, director or other official of the aforesaid Mellon Bank, N. A., the within named mortgagee and Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Pittsburgh, Pennsylvania.

Notary Public

Printed

My Commission expires: _____ (SEAL)

EXHIBIT A

MISSOURI-AMERICAN WATER COMPANY

All those pieces or parcels of land situate in the County of Jasper, State of Missouri, conveyed to the Company or to its predecessor in title by the instruments referred to below, all of which have been recorded as indicated below in the Office of the Recorder of Deeds of said County:

<u>Grantor</u>	<u>Date of Deed</u>	<u>Recording Data</u> <u>Book</u>	<u>Page</u>
Burl M. and Ceola H. Garvin	2/23/66	1057	447
Robert and Wilma Baker, II	5/18/79	1224	1525

MISSOURI-AMERICAN WATER COMPANY
(Formerly The St. Joseph Water Company)

to

THE FIDELITY BANK
and
WILLIAM B. EBERT,
as Trustees

FOURTH SUPPLEMENTAL INDENTURE

Dated as of January 1, 1984

SUPPLEMENTAL TO INDENTURE OF MORTGAGE
dated as of May 1, 1968

Cross Reference: This Indenture supplements and amends the Indenture of Mortgage recorded in the office of the Recorder of Buchanan County, Missouri, on September 9, 1968, in Book 1152 at Page 531 and recorded in the office of the Recorder of Andrew County, Missouri, on September 23, 1980, in Book 302 at Page 80.

THIS FOURTH SUPPLEMENTAL INDENTURE (the "Fourth Supplemental Indenture"), dated as of January 1, 1984, is made by and between Missouri-American Water Company, a Missouri corporation (formerly The St. Joseph Water Company) ("Missouri-American"), and THE FIDELITY BANK, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and William B. Ebert, as Trustees (the "Trustees").

RECITALS

1. Missouri-American has executed and delivered to the Trustees (i) an Indenture of Mortgage dated as of May 1, 1968 (the "Original Indenture"), (ii) a First Supplemental Indenture dated as of March 1, 1971, (iii) a Second Supplemental Indenture dated as of October 1, 1975, and (iv) a Third Supplemental Indenture dated as of October 1, 1980, (the Original Indenture as so supplemented and amended is hereinafter referred to as the "Indenture").
2. There is currently outstanding three series of general mortgage bonds under the Indenture designated, respectively, "General Mortgage Bonds, 7-3/8% Series due July 1, 1993", "General Mortgage Bonds, 9-1/4% Series due April 1, 1996", and "General Mortgage Bonds, 12-1/4% Series due October 1, 2000" (hereinafter referred to, collectively, as the "General Mortgage Bonds").
3. Effective January 1, 1984, Joplin Water Works Company (hereinafter referred to as "the Constituent Corporation") merged (the "Merger") into The St. Joseph Water Company ("St. Joseph").
4. At the effective time of the Merger, St. Joseph, as the surviving corporation of the Merger, (i) succeeded to all property, rights, privileges, powers and franchises of the Constituent Corporation, (ii) assumed all obligations of the Constituent Corporation, including, but not limited to, all obligations imposed under certain indentures and mortgages of the Constituent Corporation more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the indentures and mortgages set forth on Exhibit A are hereinafter referred to as the "Constituent Corporation Indentures"), and (iii) changed its name to Missouri-American.

5. Missouri-American, in the exercise of the powers and authority conferred upon or reserved to it by the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustees this Fourth Supplemental Indenture in order to grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustees certain property acquired by Missouri-American since the execution and delivery of the Third Supplemental Indenture.

6. All things necessary to make this Fourth Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done and performed.

NOW, THEREFORE, THIS FOURTH SUPPLEMENTAL INDENTURE WITNESSETH that Missouri-American, in consideration of the premises and of the acceptance by the Trustees of the trusts hereby created, and of One Dollar to it duly paid by the Trustees, the receipt and sufficiency of which are hereby acknowledged, and in order further to secure the payment of the principal of and premium (if any) and interest on all bonds issued and to be issued under the Indenture, according to their tenor and effect, and the performance and observance by Missouri-American of all the covenants and conditions in the General Mortgage Bonds and in the Indenture contained, and intending to be legally bound, does hereby ratify and confirm its mortgage and pledge to the Trustees of all property, rights and franchises described in the Granting Clauses of the Indenture (except such thereof as may heretofore have been released from the lien of the Indenture in accordance with the terms thereof) and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustees, and to its successors in the trust, and to them and their assigns forever, all property, rights and franchises acquired by Missouri-American subsequent to the execution and delivery of the Third Supplemental Indenture including, but without limiting the generality of the foregoing, all property subject to the lien of the Constituent Corporation Indentures.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property, rights and franchises or any part thereof, with the reversion and reversions, remainder and remainders, and, to the extent permitted by law, all tolls, rents, revenues, issues, income, product and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which Missouri-American now has or may hereafter acquire in and to the aforesaid property, rights and franchises and every part and parcel thereof.

SAVING AND EXCEPTING, HOWEVER, from the property hereby mortgaged and pledged all of the property of every kind and type saved and excepted from the Original Indenture by the terms thereof.

SUBJECT, HOWEVER, to the exceptions, reservations and matters of the kind and type recited in the Original Indenture, including, without limitation (a) the prior lien and all the provisions of the Prior Mortgage, as defined in Article XVI of the Original Indenture, and (b) the prior liens and all the provisions of the Constituent Corporation Indentures as hereafter supplemented and amended for any purposes permitted thereby other than the creation of additional series of bonds or notes thereunder.

TO HAVE AND TO HOLD all said premises, property, assets, rights and franchises granted, bargained, sold, released, conveyed, transferred, assigned, mortgaged, pledged, set over or confirmed by Missouri-American as aforesaid or intended so to be unto the Trustees and its successors in the trust, and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Original Indenture for the equal and proportionate benefit and security of those who shall own the General Mortgage Bonds and any series of bonds issued hereafter under the Indenture (collectively, the "Bonds"), or any of them, without preference, priority or distinction of any Bonds over any others thereof by reason of priority in the time of the issue or negotiation thereof, by reason of the date of maturity thereof, or for any other reason whatsoever, so that all Bonds at any time issued and outstanding under the Indenture shall have the same right,

lien and preference under and by virtue thereof, and shall all be equally secured thereby, with like effect as if they had all been executed, authenticated and delivered simultaneously on the date of the Original Indenture; provided that Bonds of different series may contain different terms and conditions than Bonds of other series in the respects set forth in Section 2.03 of the Original Indenture; and provided, further, that Missouri-American may in any indenture supplemental to the Original Indenture add to the conditions, limitations, restrictions, covenants and agreements of the Original Indenture, in the manner set forth in clauses (a) and (b) of Section 12.01 thereof, for the sole benefit of any one or more series of Bonds.

PART I
THE TRUSTEES

The Trustees hereby accepts the trusts hereunder and agrees to perform the same, but only upon the terms and conditions set forth in the Indenture.

The Trustees shall not be responsible in any manner whatsoever for or in respect to the validity or sufficiency of this Fourth Supplemental Indenture or the due execution hereof by Missouri-American or for or in respects of the recitals contained herein, all of which recitals are made by Missouri-american solely. In general, each and every term and condition contained in Article XI of the Original Indenture shall apply to this Fourth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Fourth Supplemental Indenture.

PART II
REAFFIRMATION OF INDENTURE

The covenants, agreements, conditions, limitations and restrictions in the Indenture are hereby reaffirmed to the same extent as if they were herein set forth in full, except insofar as any of the provisions thereof may be inconsistent with any of the provisions herein.

PART III

MISCELLANEOUS PROVISIONS

For all purposes hereof, all terms contained in this Fourth Supplemental Indenture shall, except as the context may otherwise require or as provided herein, have the meanings given to such terms in the Indenture.

This Fourth Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, MISSOURI-AMERICAN WATER COMPANY has caused this Fourth Supplemental Indenture to be signed and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by its Secretary or one of its Assistant Secretaries; and THE FIDELITY BANK has caused this Fourth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by one of its Assistant Secretaries, and William B. Ebert has hereunto set his hand, all as of the day and year first above written.

MISSOURI-AMERICAN WATER COMPANY

By _____ President

(SEAL)

ATTEST:

Assistant Secretary

Signed, sealed and delivered by
The St. Joseph Water Company
in the presence of:

THE FIDELITY BANK, as Trustee

By _____
Vice President

(SEAL)

ATTEST:

Signed, sealed and delivered
by The Fidelity Bank in the
presence of:

By William B. Ebert, as Trustee

Signed, sealed and delivered
by William B. Ebert in the
presence of:

STATE OF ILLINOIS)
) SS:
COUNTY OF ST. CLAIR)

On this ____ day of _____, 1984, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is President of Missouri-American Water Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Belleville, Illinois.

Notary Public

Printed

My term expires: _____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

On this ___ day of _____, 1984, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is a Vice President of The Fidelity Bank and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

I hereby further certify that I am not an officer, director or other official of the aforesaid The Fidelity Bank, the within named mortgagee and Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Philadelphia, Pennsylvania.

Notary Public

Printed

My Commission expires: _____ (SEAL)

CERTIFICATE OF RESIDENCE

The Fidelity Bank, mortgagee and trustee hereunder hereby further certifies that its precise name and address are The Fidelity Bank, 135 South Broad Street, Philadelphia, Pennsylvania.

THE FIDELITY BANK

By _____
Assistant Secretary

STATE OF MISSOURI)
) SS:
COUNTY OF BUCHANAN)

On this _____ day of _____, 1984, before me personally appeared WILLIAM B. EBERT, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Joseph, Missouri.

Notary Public

Printed

My term expires: _____ (SEAL)

This instrument was prepared by Stephen B. Givens,
Attorney at Law, 1710 Sylvan Nook Drive,
Richmond, Indiana 47374

EXHIBIT A

<u>Indentures</u>	<u>Mortgagor</u>	<u>Trustees</u>
1. Indenture of Mortgage and Deed of Trust dated as of July 1, 1949 as supplemented and amended by five supplemental indentures thereto dated, respectively, as of May 1, 1951, October 29, 1953, August 1, 1955, October 25, 1956, and October 1, 1958.	Joplin Water Works Company	Mellon Bank, N.A. and Frederick H. Laas
2. Indenture of Mortgage dated as of August 1, 1975 as supplemented and amended by two supplemental indentures dated, respectively, as of October 1, 1980 and June 1, 1983.	Joplin Water Works Company	The Fidelity Bank and First National Bank and Trust Company of Joplin

MISSOURI-AMERICAN WATER COMPANY
(formerly The St. Joseph Water Company)

to

CHEMICAL BANK

and

ROGER A. HEGARTY

as Trustees

FIFTH SUPPLEMENTAL INDENTURE

dated as of January 1, 1984

SUPPLEMENTAL TO INDENTURE
dated as of April 1, 1936

Cross Reference: This Indenture supplements and amends the Indenture recorded in the office of the Recorder of Buchanan County, on April 27, 1936, in Book 703 at Page 281 and recorded in the office of the Recorder of Andrew County, Missouri, on April 27, 1936, in Book 174 at Page 205.

THIS FIFTH SUPPLEMENTAL INDENTURE (the "Fifth Supplemental Indenture"), dated as of January 1, 1984, is made by and among MISSOURI-AMERICAN WATER COMPANY, a Missouri corporation (formerly The St. Joseph Water Company) ("Missouri-American"), and CHEMICAL BANK (formerly Chemical Bank New York Trust Company, formerly The New York Trust Company), a corporation organized and existing under the laws of the State of New York and Roger A. Hegarty, (successor to R. E. Jones, Jr. and Oliver F. Roth), as Trustees (the "Trustees").

RECITALS

1. Missouri-American has executed and delivered to the Trustees (i) an Indenture dated as of April 1, 1936 (the "Original Indenture"), (ii) a First Supplemental Indenture dated as of October 1, 1940, (iii) a Second Supplemental Indenture dated as of November 1, 1949, (iv) a Third Supplemental Indenture dated as of May 1, 1961, and (v) a Fourth Supplemental Indenture dated as of November 1, 1964, (the Original Indenture as so supplemented and amended is hereinafter referred to as the "Indenture").
2. There is currently outstanding two series of first mortgage bonds under the Indenture designated, respectively, "First Mortgage Bonds, Series D, 4-7/8%", due May 1, 1986"; and "First Mortgage Bonds, Series E, 4.9%, due November 1, 1989" (hereinafter referred to collectively as the "First Mortgage Bonds").
3. Effective January 1, 1984, Joplin Water Works Company (hereinafter referred to as "the Constituent Corporation") merged (the "Merger") into The St. Joseph Water Company ("St. Joseph").
4. At the effective time of the Merger, St. Joseph, as the surviving corporation of the Merger, (i) succeeded to all property, rights, privileges, powers and franchises of the Constituent Corporation, (ii) assumed all obligations of the Constituent Corporation, including, but not limited to, all obligations imposed under certain indentures and mortgages of the Constituent Corporation more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the indentures and mortgages set forth on Exhibit A are hereinafter referred to, collectively, as the "Constituent Corporation Indentures"), and (iii) changed its name to Missouri-American.

5. Missouri-American, in the exercise of the powers and authority conferred upon or reserved to it by the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustees this Fifth Supplemental Indenture in order to grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustees certain property acquired by Missouri-American since the execution and delivery of the Fourth Supplemental Indenture.

6. All things necessary to make this Fifth Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done and performed.

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH that Missouri-American, in consideration of the premises and of the acceptance by the Trustees of the trusts hereby created, and of One Dollar to it duly paid by the Trustees, the receipt and sufficiency of which are hereby acknowledged, and in order further to secure the payment of the principal of and premium (if any) and interest on the First Mortgage Bonds, according to their tenor and effect, and the performance and observance by Missouri-American of all the covenants and conditions in the First Mortgage Bonds and in the Indenture contained, and intending to be legally bound, does hereby ratify and confirm its mortgage and pledge to the Trustees of all property, rights and franchises described in the Granting Clauses of the Indenture (except such thereof as may heretofore have been released from the lien of the Indenture in accordance with the terms thereof) and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustees, and to their successors in the trust, and to them and their assigns forever, all property, rights and franchises acquired by Missouri-American subsequent to the execution and delivery of the Fourth Supplemental Indenture including, but without limiting the generality of the foregoing, (a) all property, rights and franchises subject to the lien of the Constituent Corporation Indentures, and (b) all those pieces or parcels of land more particularly identified in Exhibit B hereto, which Exhibit is hereby incorporated in and made a part of this Granting Clause as if set forth herein in full.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property, rights and franchises or any part thereof, with the reversion and reversions, remainder and remainders, and, to the extent permitted by law, all tolls, rents, revenues, issues, income, product and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which Missouri-American now has or may hereafter acquire in and to the aforesaid property, rights and franchises and every part and parcel thereof.

SAVING AND EXCEPTING, HOWEVER, from the property hereby mortgaged and pledged all of the property of every kind and type saved and excepted from the Original Indenture by the terms thereof.

SUBJECT, HOWEVER, to the exceptions, reservations and matters of the kind and type recited in the Indenture, including, without limitation, the prior liens and all the provisions of the Constituent Corporation Indentures as hereafter supplemented and amended for any purposes permitted thereby other than the creation of additional series of bonds or notes thereunder.

TO HAVE AND TO HOLD all said premises, property, assets, rights and franchises granted, bargained, sold, released, conveyed, transferred, assigned, mortgaged, pledged, set over or confirmed by Missouri-American as aforesaid or intended so to be unto the Trustees and their successors in the trust, and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trust set forth in the Indenture for the equal and proportionate benefit and security of the owners of the First Mortgage Bonds, without preference, priority or distinction of any of the First Mortgage Bonds over any others thereof by reason of priority in the time of the issue or negotiation thereof, by reason of the date of maturity thereof, or for any other reason whatsoever, so that all issued and outstanding First Mortgage Bonds shall have the same right, lien and preference under and by virtue thereof, and shall all be equally secured thereby, with like effect as if they had all been executed, authenticated and delivered simultaneously on the date of the Original Indenture; subject, however, to the provisions of Section 2 of Article III of the Original Indenture.

AND THIS FIFTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH that Missouri-American, for itself and its successors, does hereby covenant and agree to and with the Trustees and their successors in the trust, for the benefit of those who shall own said First Mortgage Bonds or any of them, as follows:

PART I

THE TRUSTEES

The Trustees hereby accept the trusts hereunder and agree to perform the same, but only upon the terms and conditions set forth in the Indenture.

The Trustees shall not be responsible in any manner whatsoever for or in respect to the validity or sufficiency of this Fifth Supplemental Indenture or the due execution hereof by Missouri-American or for or in respect of the recitals contained herein, all of which recitals are made by Missouri-American solely. In general, each and every term and condition contained in Article XI of the Original Indenture shall apply to this Fifth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Fifth Supplemental Indenture.

PART II

REAFFIRMATION OF INDENTURE

The covenants, agreements, conditions, limitations and restrictions in the Indenture are hereby reaffirmed to the same extent as if they were herein set forth in full, except insofar as any of the provisions thereof may be inconsistent with any of the provisions herein.

PART III

MISCELLANEOUS PROVISIONS

For all purposes hereof, all terms contained in this Fifth Supplemental Indenture shall, except as the context may otherwise require or as provided herein, have the meanings given to such terms in the Indenture.

This Fifth Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, MISSOURI-AMERICAN WATER COMPANY has caused this Fifth Supplemental Indenture to be signed and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by its Secretary or one of its Assistant Secretaries; and CHEMICAL BANK has caused this Fifth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereunto, and the same to be attested by one of its Assistant Secretaries, and ROGER A. HEGARTY has hereunto set his hand, all as of the day and year first above writte.

MISSOURI-AMERICAN WATER COMPANY

By _____ President

ATTEST:

(SEAL)

_____ Assistant Secretary

Signed, sealed and delivered
by The St. Joseph Water Company
in the presence of:

CHEMICAL BANK, as Trustee

By _____
Vice President

ATTEST:

Assistant Secretary

(SEAL)

Signed, sealed and delivered
by Chemical Bank in the
presence of:

ROGER A. HEGARTY, as Trustee

Signed, sealed and delivered
by Roger A. Hegarty in the
presence of:

STATE OF ILLINOIS)
) SS:
COUNTY OF ST. CLAIR)

On this ____ day of _____, 1984, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is President of Missouri-American Water Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Belleville, Illinois.

Notary Public

Printed

My term expires: _____ (SEAL)

STATE OF NEW YORK)
) SS:
COUNTY NEW YORK)

On this ____ day of _____, 1984, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is a Vice President of Chemical Bank and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

I hereby further certify that I am not an officer, director or other official of the aforesaid Chemical Bank, the within named Mortgagee and Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in New York, New York.

Notary Public

Printed

My Commission expires: _____ (SEAL)

STATE OF MISSOURI)
) SS:
COUNTY OF BUCHANAN)

On this _____ day of _____, 1984, before me personally appeared ROGER A. HEGARTY, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Joseph, Missouri.

Notary Public

Printed

My term expires: _____ (SEAL)

This instrument was prepared by Stephen B. Givens,
Attorney at Law, 1710 Sylvan Nook Drive,
Richmond, Indiana 47374

EXHIBIT A

MISSOURI-AMERICAN WATER COMPANY

<u>Indentures</u>	<u>Mortgagor</u>	<u>Trustees</u>
1. Indenture of Mortgage and Deed of Trust dated as of July 1, 1949 as supplemented and amended by five supplemental indentures thereto dated, respectively, as of May 1, 1951, October 29, 1953, August 1, 1955, October 25, 1955, and October 1, 1958.	Joplin Water Works Company	Mellon Bank, N.A. and Frederick H. Laas
2. Indenture of Mortgage dated as of August 1, 1975 as supplemented and amended by two supplemental indentures dated, respectively, as of October 1, 1980 and June 1, 1983.	Joplin Water Works Company	The Fidelity Bank and First National Bank and Trust Company of Joplin

EXHIBIT B

MISSOURI-AMERICAN WATER COMPANY

All those pieces or parcels of land situate in the County of Buchanan, State of Missouri, conveyed to the Company or to its predecessor in title by the instruments referred to below, all of which have been recorded as indicated below in the Office of the Recorder of Deeds of said County:

<u>Grantor</u>	<u>Date of Deed</u>	<u>Recording Data</u> <u>Book</u> <u>Page</u>
St. Joseph Industrial Foundation, Inc.	10/09/54	1149 547
Hazel N. Sears, single	8/03/67	1192 507
Alfred A. Romig, et ux	9/19/67	1198 149
Charles W. and Mary Ann Jackson	11/20/70	1244 591
Dessie Kersey	8/28/73	1299 751
City of St. Joseph, Missouri	10/10/74	1325 779

The piece or parcel of land situate in the County of Andrew, State of Missouri, conveyed to the Company by the instrument referred to below, which has been recorded as indicated below in the Office of the Recorder of Deeds of said County:

<u>Grantor</u>	<u>Date of Deed</u>	<u>Recording Data</u> <u>Book</u> <u>Page</u>
Otis R. Uehlin and Mildred Uehlin	5/04/73 5/15/73	257 202 267 273