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3

THE EMPIRE DISTRICT ELECTRIC COMPANY

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TO

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6

HARRIS TRUST AND SAVINGS BANK

7

8

AND

9

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STATE STREET BANK AND TRUST COMPANY OF MISSOURI, N.A.

11

12

Trustees

13

14

A SUPPLEMENTAL INDENTURE

15

Dated as of *B*

16

17

(Supplemental to Indenture dated as of September 1, 1944)

18

19

\$*C*

20

First Mortgage Bonds, [*D*% Series due *E*]*V*

21

22 (See Accompanying Legend on Final Two Pages)

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132 *A* SUPPLEMENTAL INDENTURE, dated as of *B*, between
133 The Empire District Electric Company, a corporation organized
134 and existing under the laws of the State of Kansas (hereinafter
135 called the "Company"), party of the first part, and Harris
136 Trust and Savings Bank, a corporation organized and existing
137 under the laws of the State of Illinois and having its princi-
138 pal place of business at 111 West Monroe Street, in the City of
139 Chicago, Illinois, and State Street Bank and Trust Company of
140 Missouri, N.A., a national banking association organized and
141 existing under the laws of the United States of America and
142 having its principal corporate trust office in the City of St.
143 Louis, Missouri (successor to Mercantile Bank of Western Mis-
144 souri, Joplin, MO as set out in Resignation and Appointment
145 Agreement dated July 28, 1997, recorded with the Recorder of
146 Deeds in Carthage, MO and successor at Book 1558, Pages
147 502-509) (hereinafter sometimes called respectively the "Prin-
148 cipal Trustee" and the "Missouri Trustee" and together the
149 "Trustees" and each thereof a "Trustee"), as Trustees, parties
150 of the second part.

151 WHEREAS the Company has heretofore executed and de-
152 livered to the Trustees its Indenture of Mortgage and Deed of
153 Trust, dated as of September 1, 1944 (hereinafter sometimes re-
154 ferred to as the "Original Indenture"), to secure an issue of
155 First Mortgage Bonds of the Company, issuable in series, and
156 created thereunder a series of bonds designated as First Mort-
157 gage Bonds, 3½% Series due 1969, being the initial series of
158 bonds issued under the Original Indenture; and

159 WHEREAS the Company has heretofore executed and de-
160 livered to the Trustees *G* Supplemental Indentures supplemen-
161 tal to the Original Indenture as follows:

162	<u>Title</u>	<u>Dated</u>
163	First Supplemental Indenture.....	as of June 1, 1946
164	Second Supplemental Indenture.....	as of January 1, 1948
165	Third Supplemental Indenture.....	as of December 1, 1950
166	Fourth Supplemental Indenture.....	as of December 1, 1954
167	Fifth Supplemental Indenture.....	as of June 1, 1957
168	Sixth Supplemental Indenture.....	as of February 1, 1968
169	Seventh Supplemental Indenture.....	as of April 1, 1969
170	Eighth Supplemental Indenture.....	as of May 1, 1970
171	Ninth Supplemental Indenture.....	as of July 1, 1976
172	Tenth Supplemental Indenture.....	as of November 1, 1977
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177 Fifteenth Supplemental Indenture..... as of October 1, 1988
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180 Eighteenth Supplemental Indenture..... as of July 1, 1992
181 Nineteenth Supplemental Indenture..... as of May 1, 1993
182 Twentieth Supplemental Indenture..... as of June 1, 1993
183 Twenty-First Supplemental Indenture... as of October 1, 1993
184 Twenty-Second Supplemental Indenture.. as of November 1, 1993
185 Twenty-Third Supplemental Indenture... as of November 1, 1993
186 Twenty-Fourth Supplemental Indenture.. as of March 1, 1994
187 Twenty-Fifth Supplemental Indenture... as of November 1, 1994
188 Twenty-Sixth Supplemental Indenture... as of April 1, 1995
189 Twenty-Seventh Supplemental Indenture. as of June 1, 1995
190 Twenty-Eighth Supplemental Indenture.. as of December 1, 1996
191 Twenty-Ninth Supplemental Indenture... as of April 1, 1998
192 Thirtieth Supplemental Indenture..... as of July 1, 1999
193 *G*

194 some for the purpose of creating an additional series of bonds
195 and of conveying additional property of the Company, and some
196 for the purpose of modifying or amending provisions of the
197 Original Indenture (the Original Indenture, all said Supplemen-
198 tal Indentures and this Supplemental Indenture are herein col-
199 lectively called the "Indenture"); and

200 [WHEREAS the Company has acquired certain additional
201 property hereinafter described or mentioned and, in compliance
202 with its covenants in the Original Indenture, desires, by this
203 *A* Supplemental Indenture, to evidence the subjection of such
204 additional property to the lien of the Indenture; and] *F*

205 WHEREAS provided by the Original Indenture, the Board
206 of Directors of the Company, by resolution, has authorized a
207 new series of bonds, to mature *E*, and to be designated as
208 "First Mortgage Bonds, [*D*% Series due *E*]*V*," and has au-
209 thorized provisions permitted by the Original Indenture in re-
210 spect of the bonds of said series; and

211 WHEREAS the Board of Directors of the Company has au-
212 thorized the Company to enter into this *A* Supplemental Inden-
213 ture (herein sometimes referred to as "this *A* Supplemental
214 Indenture" or "this Supplemental Indenture") conveying to the
215 Trustees and subjecting to the lien of the Indenture the prop-
216 erty hereinafter described or mentioned, creating and designat-
217 ing the new series of bonds, and specifying the form and provi-
218 sions of the bonds of said series provided or permitted by the
219 Original Indenture; and

220 WHEREAS the texts of the First Mortgage Bonds, [*D*%
221 Series due *E*]*V*, and of the Principal Trustee's Certificate
222 of Authentication to be endorsed thereon are to be substan-
223 tially in the forms following, respectively:

224 [Form of Bond]
225 [Face]
226 THE EMPIRE DISTRICT ELECTRIC COMPANY
227 First Mortgage Bond
228 [*D*% Series Due *E*]*V*
229 [Interest Rate: *D*%]*X*
230 Due *E*

231 No. \$.....

232 The Empire District Electric Company, a corporation
233 organized and existing under the laws of the State of Kansas
234 (hereinafter sometimes called the "Company"), for value re-
235 ceived, hereby promises to pay to or registered as-
236 signs, on *E* (unless this bond shall have been called for pre-
237 vious redemption and provision made for the payment of the re-
238 demption price thereof)*N*, Dollars (\$) at its office
239 or agency in the city of Chicago, Illinois, and to pay interest
240 thereon at said office or agency at the rate per annum speci-
241 fied in the title hereof from *R*, or from the most recent in-
242 terest payment date to which interest has been paid or duly
243 provided for on the bonds of this series, semi-annually on *H*
244 and *H* in each year, commencing on *I*, until the Company's
245 obligation with respect to such principal sum shall be dis-
246 charged. The principal of and the premium, if any, and the in-
247 terest on this bond shall be payable in any coin or currency of
248 the United States of America which at the time of payment shall
249 be legal tender for the payment of public and private debts.
250 The interest so payable on any *H* or *H* will, subject to cer-
251 tain exceptions provided in the *A* Supplemental Indenture re-
252 ferred to on the reverse hereof, be paid to the person in whose
253 name this bond is registered at the close of business on the
254 *J* or *J* next preceding such *H* or *H*. Notwithstanding
255 anything in the Original Indenture or this Supplemental Inden-
256 ture to the contrary, so long as the bonds of this series are
257 in a book-entry only system, payment of principal of and inter-
258 est on this bond will be in accordance with arrangements with
259 The Depository Trust Company, a New York corporation ("DTC").

260 Reference is made to the further provisions of this
261 bond set forth on the reverse hereof. Such provisions shall
262 for all purposes have the same effect as though fully set forth
263 at this place.

264 This bond shall not be valid or become obligatory for
265 any purpose until the certificate of authentication endorsed
266 hereon shall have been signed by Harris Trust and Savings Bank
267 or its successor, as a Trustee under the Indenture referred to
268 on the reverse hereof.

269 IN WITNESS WHEREOF, The Empire District Electric Com-
270 pany has caused this bond to be signed in its name by the fac-
271 simile signature of its President or a Vice President, and its
272 corporate seal to be imprinted hereon and attested by the fac-
273 simile signature of its Secretary or an Assistant Secretary.

274 Dated:

275 The Empire District Electric
276 Company,

277 By.....
278 President
279 Attest:

280
281 Secretary

282 [Form of Bond]
283 [Reverse]

284 This bond is one of an issue of bonds of the Company,
285 known as its First Mortgage Bonds, issued and to be issued in
286 one or more series under and equally and ratably secured (ex-
287 cept as any sinking, amortization, improvement or other fund,
288 established in accordance with the provisions of the indenture
289 hereinafter mentioned may afford additional security for the
290 bonds of any particular series) by a certain indenture of mort-
291 gage and deed of trust, dated as of September 1, 1944, made by
292 the Company to Harris Trust and Savings Bank and State Street
293 Bank and Trust Company of Missouri, N.A., as Trustees (herein-
294 after called the "Trustees"), and certain indentures supplemen-
295 tal thereto, including a Third Supplemental Indenture, a Sixth
296 Supplemental Indenture, a Seventh Supplemental Indenture, an
297 Eighth Supplemental Indenture, a Fourteenth Supplemental Inden-
298 ture, a Twenty-Fourth Supplemental Indenture, a Thirtieth Sup-
299 plemental Indenture and a *A* Supplemental Indenture (dated re-
300 spectively as of December 1, 1950, February 1, 1968, April 1,
301 1969, May 1, 1970, September 15, 1983, March 1, 1994, July 1,

1999 and *B*) made by the Company to the Trustees (said indenture of mortgage and deed of trust and all indentures supplemental thereto being hereinafter collectively called the "Indenture"), to which Indenture reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture, including the provisions permitting the issuance of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by, and as provided in, the Indenture, the rights and obligations of the Company and of the holders of said bonds may be changed and modified, with the consent of the Company, by the holders of at least 60% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture, or in the event that one or more but less than all of the series of bonds then outstanding are affected by such change or modification, by the holders of 60% in aggregate principal amount of the outstanding bonds of such one or more series so affected. Without the consent of the holder hereof no change or modification of the rights and obligations of the Company and of the holders of the bonds shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or will otherwise modify the terms of payment of such principal or interest (other than changes in any sinking or other fund) or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of such bondholder's bonds, subject to certain exceptions, or will, except as provided above, reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, [*D*% Series due *E*]*V*, of the Company.

[This bond is subject to redemption prior to maturity, upon not less than thirty nor more than sixty days' prior notice, all as more fully provided in the Indenture, (a) through the operation of the Sinking Fund provided for this series in the Indenture, on *L* and on each *M* thereafter prior to maturity, at the [applicable] principal amount thereof [set forth in the table below], together with accrued interest to the date fixed for redemption, and (b) at the option of the

349 Company, - on and after *R*, - at any time as a whole or from
350 time to time in part, at the principal amount thereof, with ac-
351 crued interest to the date fixed for redemption and the appli-
352 cable premium (expressed as a percentage of the principal
353 amount) set forth in the table below for the twelve-month pe-
354 riod beginning *M* in the appropriate year under the heading
355 "Optional Redemption Premium":

Optional			Optional		
Redemption			Redemption		
Premium			Premium		
Sinking			Sinking		
Fund			Fund		
Redemption			Redemption		
Price			Price		
Year			Year		
T	*U*	*U* %	*T*	*U*	*U* %

356 ; provided, however, that this bond may not be redeemed pursu-
357 ant to clause (b) above prior to *R*, directly or indirectly as
358 a part of, or in anticipation of, any refunding operation in-
359 volving the incurring of indebtedness having an interest cost
360 to the Company (calculated in accordance with accepted finan-
361 cial practice and before deduction of commissions and expenses)
362 of less than *D* per annum.]*O*

363 If this bond shall be called for redemption in whole
364 or in part, and payment of the redemption price shall be duly
365 provided by the Company as specified in the Indenture, interest
366 shall cease to accrue hereon (or on the portion hereof to be
367 redeemed) from and after the date of redemption fixed in the
368 notice thereof.]*N*

369 The principal of this bond may be declared or may be-
370 come due before the maturity hereof, on the conditions, in the
371 manner and at the times set forth in the Indenture, upon the
372 happening of a default as therein defined.

373 This bond is transferable by the registered owner
374 hereof in person or by his duly authorized attorney at the of-
375 fice or agency of the Company in the city of Chicago, Illinois,

376 upon surrender and cancellation of this bond, and thereupon a
377 new bond of this series, for a like principal amount, will be
378 issued to the transferee in exchange therefor, as provided in
379 the Indenture. If this bond is transferred or exchanged be-
380 tween a record date, as defined in the aforementioned *A* Sup-
381 plemental Indenture, dated as of *B*, and the interest payment
382 date in respect thereof, the new bond or bonds will bear inter-
383 est from such interest payment date unless the interest payable
384 on such date is not duly paid or provided for on such date.
385 The Company and the Trustees and any paying agent may deem and
386 treat the person in whose name this bond is registered as the
387 absolute owner hereof for the purpose of receiving payment as
388 herein provided and for all other purposes. This bond, alone
389 or with other bonds of this series, may in like manner be ex-
390 changed at such office or agency for one or more new bonds of
391 this series in authorized denominations, of the same aggregate
392 principal amount, all as provided in the Indenture. Upon each
393 such transfer or exchange the Company may require the payment
394 of any stamp or other tax or governmental charge incident
395 thereto.

396 No recourse under or upon any covenant or obligation
397 of the Indenture, or of any bonds thereby secured, or for any
398 claim based thereon, or otherwise in any manner in respect
399 thereof, shall be had against any incorporator, subscriber to
400 the capital stock, stockholder, officer or director, as such,
401 of the Company, whether former, present or future, either di-
402 rectly, or indirectly through the Company or the Trustees or
403 either of them, by the enforcement of any subscription to capi-
404 tal stock, assessment or otherwise, or by any legal or equita-
405 ble proceeding by virtue of any statute or otherwise (includ-
406 ing, without limiting the generality of the foregoing, any pro-
407 ceeding to enforce any claimed liability of stockholders of the
408 Company based upon any theory of disregarding the corporate en-
409 tity of the Company or upon any theory that the Company was
410 acting as the agent or instrumentality of the stockholders),
411 any and all such liability of incorporators, stockholders, sub-
412 scribers, officers and directors, as such, being released by
413 the holder hereof, by the acceptance of this bond, and being
414 likewise waived and released by the terms of the Indenture un-
415 der which this bond is issued.

416 Whenever the beneficial ownership of this bond is de-
417 termined by a book-entry at a securities depository for the
418 bonds, the foregoing requirements of holding, delivering or
419 transferring this bond shall be modified to require the appro-
420 priate person or entity to meet the requirements of the securi-

421 ties depository as to registering or transferring the book-
422 entry to produce the same effect.

423

424 [FORM OF PRINCIPAL TRUSTEE'S
425 CERTIFICATE OF AUTHENTICATION]

426 This bond is one of the bonds, of the series desig-
427 nated therein, described in the within-mentioned Indenture.

428 Harris Trust and Savings Bank,
429 As Trustee,

430 By.....
431 Authorized Officer.

432 and

433 WHEREAS the Company represents that all acts and
434 things necessary have happened, been done, and been performed,
435 to make the First Mortgage Bonds, [*D*% Series due *E*]*V*,
436 when duly executed by the Company and authenticated by the
437 Principal Trustee, and duly issued, the valid, binding and le-
438 gal obligations of the Company, and to make the Original Inden-
439 ture, the aforementioned *G* Supplemental Indentures and this
440 Supplemental Indenture valid and binding instruments for the
441 security thereof, in accordance with their terms;

442 NOW, THEREFORE, THIS *A* SUPPLEMENTAL INDENTURE
443 WITNESSETH: That The Empire District Electric Company, the
444 Company herein named, in consideration of the premises and of
445 One Dollar (\$1.00) to it duly paid by the Trustees at or before
446 the ensealing and delivery of these presents, the receipt
447 whereof is hereby acknowledged, and in order to secure the pay-
448 ment of the principal of and the interest on all bonds from
449 time to time outstanding under the Indenture, according to the
450 terms of said bonds and of the coupons attached thereto, has
451 granted, bargained, sold, warranted, aliened, remised, re-
452 leased, conveyed, assigned, transferred, mortgaged, pledged,
453 set over and confirmed, and by these presents does grant bar-
454 gain, sell, warrant, alien, remise, release, convey, assign,
455 transfer, mortgage, pledge, set over and confirm unto Harris
456 Trust and Savings Bank and State Street Bank and Trust Company
457 of Missouri, N.A., as Trustees, and their respective successor
458 or successors in the trust, and its or their assigns forever,

459 the following property, with the same force and effect and sub-
460 ject to the same reservations and exceptions, as though spe-
461 cifically described in the granting clauses of the Original In-
462 denture, that is to say:

463 [INSERT HERE DESCRIPTION OF PROPERTY]

464 ALSO all other property, whether real, personal or
465 mixed (except as in the Original Indenture expressly excepted)
466 of every nature and kind and wheresoever situated now owned or
467 hereafter acquired by the Company;

468 TOGETHER with all and singular the tenements, heredi-
469 taments and appurtenances belonging or in anywise appertaining
470 to the aforesaid mortgaged property or any part thereof, with
471 the reversion and reversions, remainder and remainders and
472 (subject to the provisions of § 8.01 of the Original Indenture)
473 the tolls, rents, revenues, issues, earnings, income, products
474 and profits thereof, and all the estate, right, title and in-
475 terest and claim whatsoever, at law as well as in equity, which
476 the Company now has or may hereafter acquire in and to the
477 aforesaid mortgaged property, and every part and parcel
478 thereof;

479 SUBJECT, HOWEVER, to permitted encumbrances as de-
480 fined in the Original Indenture and, as to any property hereaf-
481 ter acquired by the Company, to any lien thereon existing, and
482 to any liens for unpaid portions of the purchase money placed
483 thereon at the time of such acquisition, and also subject to
484 the provisions of Article 12 of the Original Indenture.

485 TO HAVE AND TO HOLD the same, unto the Trustees and
486 their and each of their respective successors and assigns for-
487 ever;

488 IN TRUST, NEVERTHELESS, upon the terms and trusts set
489 forth in the Indenture, so that the same shall be held specifi-
490 cally by the Trustees under and subject to the terms of the In-
491 denture in the same manner and for the same trusts, uses and
492 purposes as if said properties had been specifically contained
493 and described in the Original Indenture;

494 PROVIDED, HOWEVER, and these presents are upon the
495 condition that, if the Company, its successors or assigns,
496 shall pay or cause to be paid unto the holders of the bonds the
497 principal and interest, and premium, if any, to become due in
498 respect thereof at the times and in the manner stipulated
499 therein and in the Indenture and shall keep, perform and ob-
500 serve all and singular the covenants and promises in said bonds
501 and in the Indenture expressed to be kept, performed and ob-
502 served by or on the part of the Company, then the Indenture and
503 the estate and rights thereby granted shall cease, determine
504 and be void, otherwise to be and remain in full force and ef-
505 fect.

506 AND THE COMPANY, for itself and its successors, does
507 hereby covenant and agree to and with the Trustees, for the
508 benefit of those who shall hold the bonds and the coupons ap-
509 pertaining thereto, or any of them, issued or to be issued un-
510 der the Indenture, as follows:

511 ARTICLE I

512
513 CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS,
514 [*D*% SERIES DUE *E*]*V*.

515 Section 1. A new series of bonds to be issued under
516 and secured by the Indenture is hereby created, to be desig-
517 nated as First Mortgage Bonds, [*D*% Series due *E*]*V* (herein
518 sometimes called the "Bonds of the New Series" or "Bonds").
519 The Bonds of the New Series shall be limited to an aggregate
520 principal amount of *C* Dollars (\$*C*), excluding any Bonds of
521 the New Series which may be authenticated in lieu of or in sub-
522 stitution or exchange for other Bonds of the New Series pursu-
523 ant to the provisions of Article 2 or of § 15.09 of the Origi-
524 nal Indenture. Said Bonds and the certificate of authentica-
525 tion of the Principal Trustee to be endorsed upon the Bonds
526 shall be substantially in the forms hereinbefore recited, re-
527 spectively. Each Bond shall be dated as of the date of its au-
528 thentication and all Bonds of the New Series shall mature and
529 shall bear interest at the rate of *D*% per annum, payable
530 semi-annually on *H* and *H* in each year, commencing *I*;
531 both principal and interest shall be payable at the office or agency
532 of the Company in the City of Chicago, Illinois, and in any
533 coin or currency of the United States of America which at the
534 time of payment shall be legal tender for the payment of public
535 and private debts. [The Bonds shall be initially authenticated
536 and delivered from time to time upon delivery to the Principal
537 Trustee of the documents required by the Indenture, including a

538 resolution of the Board of Directors of the Company, or the Ex-
539 ecutive Committee thereof specifying the principal amount of
540 the Bonds of the New Series to be issued on the specified date
541 of issuance, the numbers, denominations, date or dates, matur-
542 ity date or dates, redemption prices and interest rate or rates
543 of such Bonds of the New Series; provided, that no Bond of the
544 New Series shall mature on a date less than nine months or more
545 than thirty years from the date of issue and provided further,
546 that all Bonds of the New Series having the same date of matur-
547 ity shall be identical as to rate of interest and terms of re-
548 demption, if redeemable.

549 Each Bond of the New Series shall be dated as of the
550 date of its authentication. Each Bond of the New Series shall
551 bear interest at such rate or rates per annum and have such
552 other terms and provisions as the Board of Directors of the
553 Company, or the Executive Committee thereof, may determine.
554 Such interest shall be payable semi-annually on *H* and *H* in
555 each year, commencing *I*; both principal and interest shall be
556 payable at the office or agency of the Company in the city of
557 Chicago, Illinois, and in any coin or currency of the United
558 States of America which at the time of payment shall be legal
559 tender for the payment of public and private debts.

560 The definitive Bonds of the New Series shall be is-
561 sued in fully registered form without coupons of the denomina-
562 tion of \$ *Y* or any larger number that is an integral multiple
563 of \$1,000.

564 Bonds of the New Series which are to be deposited
565 upon issuance with The Depository Trust Company or such other
566 depository designated by the Board of Directors or a committee
567 authorized by such Board of Directors shall be issued in the
568 form of one or more global securities. Upon issuance, all
569 Bonds having the same date, maturity date, redemption provi-
570 sions and interest rates shall be represented by a single
571 global security.] *Z*

572 The holder of any Bond on any record date (as herein-
573 below defined) with respect to any interest payment date shall
574 be entitled to receive the interest payable on such interest
575 payment date notwithstanding the cancellation of such Bond
576 upon any exchange or transfer thereof subsequent to the record
577 date and prior to such interest payment date, except if and to
578 the extent that the Company shall default in the payment of the
579 interest due on such interest payment date, in which case such
580 defaulted interest shall be paid to the person in whose name
581 such Bond (or any Bond or Bonds issued upon transfer or ex-

582 change thereof) is registered on a date fixed by the Company,
583 which shall be not more than fifteen and not less than ten days
584 before the date of payment of such defaulted interest. The
585 term "record date" as used in this Section with respect to any
586 interest payment date shall mean the close of business on the
587 *J* or *J*, as the case may be, next preceding such interest
588 payment date, whether or not such *J* or *J* shall be a legal
589 holiday or a day on which banking institutions in the state of
590 Illinois are authorized by law to remain closed.

591 The Company shall not be required to make any trans-
592 fer or exchange of any Bonds for a period of ten days next pre-
593 ceding any selection of Bonds for redemption, nor shall it be
594 required to make transfers or exchanges of any bonds which
595 shall have been selected for redemption in whole or in part.

596 Bonds of the New Series shall be registered Bonds in
597 book-entry form or in definitive form without coupons in de-
598 nominations of \$1,000 and any integral multiple of \$1,000 which
599 may be executed by the Company and delivered to the Principal
600 Trustee for authentication and delivery.

601 The Bonds of the New Series shall be registrable and
602 interchangeable at the office or agency of the Company in the
603 city of Chicago, Illinois, in the manner and upon the terms set
604 forth in § 2.05 of the Original Indenture, upon payment of such
605 an amount as shall be sufficient to reimburse the Company for,
606 or to pay, any stamp or other tax or governmental charge inci-
607 dent thereto.

608 Notwithstanding the provisions of § 2.08 of the
609 Original Indenture, no service or other charge will be made for
610 any exchange or transfer of any Bond of the New Series.

611 If the Bonds of the New Series are to be issued in
612 book-entry form only, notwithstanding any provision of the In-
613 denture to the contrary, unless the Company shall otherwise di-
614 rect (which direction shall promptly be given at the written
615 request of The Depository Trust Company ("DTC")), all Bonds of
616 the New Series shall be registered in the name of Cede & Co.,
617 as nominee of DTC, as registered owner of the Bonds of the New
618 Series, and held in the custody of DTC. Unless otherwise re-
619 quested by DTC, a single certificate will be issued and deliv-
620 ered to DTC. Beneficial owners of Bonds of the New Series will
621 not receive physical delivery of Bond certificates except as
622 hereinafter provided. For so long as DTC shall continue to
623 serve as securities depository for the Bonds of the New Series
624 as provided herein, all transfers of beneficial ownership in-

625 terests will be made by book-entry only, and no investor or
626 other party purchasing, selling or otherwise transferring bene-
627 ficial ownership of Bonds of the New Series is to receive, hold
628 or deliver any Bond certificate.

629 With respect to Bonds of the New Series registered in
630 the name of Cede & Co., as nominee of DTC, the Trustees and the
631 Company shall have no responsibility or obligation to the secu-
632 rities brokers and dealers, banks, trust companies, clearing
633 corporations and certain other organizations on whose behalf
634 DTC was created to hold securities to facilitate the clearance
635 and settlement of securities transactions among DTC partici-
636 pants ("DTC Participants") or to any person on whose behalf a
637 DTC Participant holds an interest in the Bonds of the New Se-
638 ries. Without limiting the immediately preceding sentence, the
639 Trustees and the Company shall have no responsibility or obli-
640 gation with respect to (i) the accuracy of the records of DTC,
641 Cede & Co. or any DTC Participant with respect to any ownership
642 interest in the Bonds of the New Series, (ii) the delivery to
643 any DTC Participant or any other person, other than the regis-
644 tered owner of the Bonds of the New Series, of any notice with
645 respect to the Bonds of the New Series, including any notice of
646 redemption, or (iii) the payment to any DTC Participant or any
647 other person, other than the registered owner of the Bonds of
648 the New Series, of any amount with respect to principal of or
649 premium, if any, or interest on the Bonds of the New Series.

650 If the Bonds of the New Series are to be issued in
651 book-entry form only, replacement Bonds may be issued directly
652 to beneficial owners of Bonds of the New Series other than DTC,
653 or its nominee, but only in the event that (i) DTC determines
654 not to continue to act as securities depository for the Bonds
655 of the New Series (which determination shall become effective
656 by the giving of reasonable notice to the Company or the Prin-
657 cipal Trustee); or (ii) the Company has advised DTC of its de-
658 termination (which determination is conclusive as to DTC and
659 beneficial owners of the Bonds of the New Series) to terminate
660 the services of DTC as securities depository for the Bonds of
661 the New Series; or (iii) the Company has determined (which de-
662 termination is conclusive as to DTC and the beneficial owners
663 of the Bonds of the New Series) that the interests of the bene-
664 ficial owners of the Bonds of the New Series might be adversely
665 affected if such book-entry only system of transfer is contin-
666 ued. Upon occurrence of the event set forth in (i) above, the
667 Company shall use its best efforts to attempt to locate another
668 qualified securities depository. If the Company fails to lo-
669 cate another qualified securities depository to replace DTC,
670 the Company shall direct the Principal Trustee to cause to be

671 authenticated and delivered replacement Bonds of the New Se-
672 ries, in certificated form, to the beneficial owners of the
673 Bonds of the New Series. In the event that the Company makes
674 the determination described in (ii) or (iii) above (provided
675 that the Company undertakes no obligation to make any investi-
676 gation to determine the occurrence of any events that would
677 permit the Company to make any such determination), and has
678 made provisions to notify the beneficial owners of Bonds of the
679 New Series of such determination by mailing an appropriate no-
680 tice to DTC, the Company shall cause to be issued replacement
681 Bonds of the New Series in certificated form to beneficial own-
682 ers of the Bonds of the New Series as shown on the records of
683 DTC provided to the Principal Trustee and the Company.

684 Whenever, during the term of the Bonds of the New Se-
685 ries, the beneficial ownership thereof is determined by a book-
686 entry at DTC, the requirements in the Original Indenture or
687 this Supplemental Indenture relating to holding, delivering or
688 transferring Bonds or selection of Bonds to be redeemed shall
689 be deemed modified to require the appropriate person or entity
690 to meet the requirements of DTC as to registering or transfer-
691 ring the book-entry to produce the same effect.

692 If the Bonds of the New Series are to be issued in
693 book-entry form only, notwithstanding any provision of the
694 Original Indenture or this Supplemental Indenture to the con-
695 trary, all Bonds of the New Series issued hereunder, if DTC so
696 requires, shall bear a legend substantially to the following
697 effect:

698 Unless this certificate is presented by an au-
699 thorized representative of The Depository Trust Com-
700 pany, a New York corporation ("DTC"), to the Company
701 or its agent for registration of transfer, exchange,
702 or payment, and any certificate issued is registered
703 in the name of Cede & Co. or in such other name as is
704 requested by an authorized representative of DTC (and
705 any payment is made to Cede & Co. or to such other
706 entity as is requested by an authorized representa-
707 tive of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE
708 HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS
709 WRONGFUL inasmuch as the registered owner hereof,
710 Cede & Co., has an interest herein.

711 If the Bonds of the New Series are to be issued in
712 book-entry form only, the Company and the Principal Trustee
713 shall enter into a letter of representations with DTC to imple-

714 ment the book-entry only system of Bond registration described
715 above.

716 If at any time DTC ceases to hold the Bonds of the
717 New Series, all references herein to DTC shall be of no further
718 force or effect.

719 Section 2. The Bonds of the New Series described in
720 Section 1 of this Article, in the aggregate principal amount of
721 *C* Dollars (\$*C*), shall be executed by the Company and deliv-
722 ered to the Principal Trustee and, upon compliance with all the
723 provisions and requirements of the Original Indenture in re-
724 spect thereof, all or any portion of the Bonds of the New Se-
725 ries may, from time to time, be authenticated by the Principal
726 Trustee and delivered (without awaiting the filing or recording
727 of this Supplemental Indenture) in accordance with the written
728 order or orders of the Company.

729 ARTICLE II

730

731 Redemption of Bonds of the New Series.

732 Section 1. The Bonds of the New Series, in the man-
733 ner provided in Article 5 of the Original Indenture, shall be
734 redeemable at any time [on or after *R* and]*F* prior to matur-
735 ity, in whole or in part, at the option of the Company, at the
736 principal amount of the Bonds so to be redeemed and accrued in-
737 terest to the date fixed for redemption together with any ap-
738 plicable premium as specified under the heading "Redemption
739 Premium" in the form of Bond set forth in this Supplemental In-
740 denture. [provided, however, that no Bonds of the New Series
741 may be so redeemed prior to *R*, directly or indirectly as a
742 part of, or in anticipation of, any refunding operation involv-
743 ing the incurring of indebtedness having an interest cost to
744 the Company (calculated in accordance with accepted financial
745 practice and before deduction of commissions and expenses) of
746 less than *D*% per annum.]*O*

747 [The Bonds of the New Series shall also be redeemable
748 through the operation of the Sinking Fund therefor in the man-
749 ner, to the extent and at the Sinking Fund Redemption Price[s]
750 provided for in Article III of this Supplemental Indenture.]*N*

751 Section 2. The provisions of § 5.03, § 5.04 and
752 § 5.05 of the Original Indenture shall be applicable to Bonds
753 of the New Series. The principal amount of Bonds of the

754 Series registered in the name of any holder and to be redeemed
755 on any partial redemption shall be \$1,000, or a multiple
756 thereof.

757 Section 3. The holder of each and every Bond of the
758 New Series issued hereunder hereby, and by accepting the Bond,
759 agrees to accept payment thereof prior to maturity on the terms
760 and conditions provided for in Articles II [and III]*N* hereof.

761 ARTICLE III

762
763 Sinking and Improvement Fund for Bonds of the New Series.

764 Section 1. For the purpose of this Article, the *L*
765 and each *M* thereafter, to and including *R*, are called Sink-
766 ing Fund Payment Dates.

767 Section 2. The Company covenants and agrees that it
768 will on *L* create, and so long as any Bonds of the New Series
769 are outstanding maintain, a Sinking and Improvement Fund for
770 the Bonds of New Series, and that, except as in this Article
771 otherwise permitted, it will pay to the Principal Trustee on or
772 before each Sinking Fund Payment Date, so long as any Bonds of
773 the New Series are outstanding, for the account of such Sinking
774 and Improvement Fund, cash sufficient in amount to retire *Q*
775 principal amount of Bonds of the New Series, at the [applica-
776 ble] Sinking Fund Redemption Price provided for in Section 5 of
777 this Article.

778 Section 3. (a) The Company may satisfy all or any
779 part of its obligations under this Article otherwise than by
780 payment of cash as provided in Section 2 hereof by (i) the de-
781 livery to the Principal Trustee of bonds of the New Series
782 theretofore acquired by the Company, subject to compliance with
783 paragraph (c) of this Section 3, and each such Bond shall be
784 received by the Principal Trustee in lieu of cash in an amount
785 equal to the [applicable] Sinking Fund Redemption Price of such
786 Bond or (ii) utilizing as a credit any net property additions
787 which might otherwise be made the basis for the authentication
788 and delivery of bonds under the provisions of Article 3 of the
789 Original Indenture and which the Company elects to make the ba-
790 sis of a credit under this Article. Such net property addi-
791 tions shall be accepted by the Principal Trustee in lieu of
792 cash in an amount equal to 60% of the amount of such net prop-
793 erty additions.

794 (b) The Company shall also have the right at any
795 time and from time to time to anticipate payment of all or any
796 part of any one or more Sinking Fund payments (but not, in re-
797 spect of any particular Sinking Fund payment, after the deliv-
798 ery to the Principal Trustee of the statement of the Company
799 required by Section 6 of this Article) and to receive a credit
800 on its obligations under this Article, to the extent of the
801 [applicable] Sinking Fund Redemption Price in respect of

802 (1) any Bonds of the New Series theretofore acquired
803 by the Company and then or theretofore delivered by it to
804 the Principal Trustee for cancellation, or

805 (2) any Bonds of the New Series previously redeemed,
806 or called for redemption, and no longer outstanding,

807 subject to compliance with paragraph (c) of this Section 3, by
808 delivery to the Principal Trustee of a statement of the Company
809 setting forth in detail the Sinking Fund payments or parts
810 thereof which the Company elects to anticipate, and the princi-
811 pal amount of the Bonds of the New Series the retirement of
812 which under clauses (1) and/or (2) above is made the basis of
813 such anticipated payment or payments, and otherwise showing
814 compliance with the requirements of this Section 3.

815 [(c) No Bond shall be made the basis of a credit un-
816 der this Article upon any Sinking Fund payment or anticipated
817 payment (i) if such Bond shall have been acquired, retired, re-
818 deemed or called for redemption by operation of the Sinking
819 Fund or any maintenance, improvement or other fund under the
820 Indenture or by the use of the proceeds of insurance on, or of
821 the release or other disposition of, any funded property or by
822 use as provided in § 3.10 of the Original Indenture of any cash
823 deposited under § 3.08 of the Original Indenture or (ii) if the
824 acquisition, retirement, redemption or call for redemption of
825 such Bond has theretofore been made the basis for the issue of
826 any bond or the withdrawal of cash or the taking of a credit
827 under any of the provisions of the Indenture.]*P*

828 Section 4. All cash paid by the Company to the Prin-
829 cipal Trustee pursuant to the provisions of this Article shall
830 be applied to the redemption of Bonds of the New Series as pro-
831 vided in this Article.

832 Section 5. The Sinking Fund Redemption Price appli-
833 cable to Bonds of the New Series to be retired under the provi-
834 sions of this Article shall be the [percentage of the] princi-
835 pal amount thereof [set forth under the heading Sinking Fund

836 Redemption Price in the form of Bond set forth in this Supple-
837 mental Indenture] together with accrued interest to the redemp-
838 tion date (herein referred to as the "Sinking Fund Redemption
839 Price").

840 Section 6. The Company will at least sixty days
841 prior to each Sinking Fund Payment Date (except in a case where
842 the Sinking Fund Payment due on such date shall have been an-
843 ticipated in full pursuant to Section 3(b) of this Article) de-
844 liver a statement of the Company to the Principal Trustee stat-
845 ing (i) the aggregate principal amount of Bonds of the New Se-
846 ries acquired by the Company which it intends to deliver to the
847 Principal Trustee on such Sinking Fund Payment Date pursuant to
848 Section 3(a)(i) of this Article on account of such Sinking Fund
849 obligation (or on account of all or any part of the unantici-
850 pated balance thereof) and otherwise showing compliance with
851 said Section 3(a)(i), and (ii) the amount of net property addi-
852 tions which the Company intends to use as a credit to such
853 Sinking Fund obligation pursuant to Section 3(a)(ii) of this
854 Article.

855 Section 7. In case credit under this Article is
856 taken in whole or in part on the basis of net property addi-
857 tions, the Company shall comply with all provisions of the In-
858 denture which would be applicable if such net property addi-
859 tions were made the basis of an application for the authentica-
860 tion of bonds as provided in § 3.04 of the Original Indenture
861 except as hereinafter in this Section provided.

862 In any such case, the Company shall file with the
863 Principal Trustee appropriate documents evidencing compliance
864 with all such applicable provisions; provided, however, that in
865 no such case shall the Company be required to deliver to the
866 Principal Trustee any resolution or documents such as are de-
867 scribed in subdivisions (1), (2) and (6) of § 3.06 of the
868 Original Indenture, or any opinions with respect to the au-
869 thorization of the issuance of bonds by governmental authori-
870 ties and by the Company and with respect to tax laws applicable
871 to the issuance of bonds, or to comply with any earnings re-
872 quirements, or, unless the Principal Trustee shall so request,
873 to comply with the requirements of the proviso in subdivision
874 (8) of § 3.06 of the Original Indenture.

875 Section 8. In case any net property additions shall
876 be utilized as a basis for credit under this Article, the prop-
877 erty additions included therein shall forthwith become funded
878 property (as defined in § 1.07 of the Original Indenture), and
879 the engineer's certificate filed with the Principal Trustee

pursuant to Section 7 of this Article shall be considered as though it had been filed pursuant to subdivision (3) of § 3.06 of the Original Indenture for the purposes of Clause (A) of said subdivision (3); provided, however, that any net property additions certified in such engineer's certificate in excess of the amount utilized for such credit may be added to, and treated as part of, the "unapplied balance of property additions" (as defined in § 1.05 of the Original Indenture) and be available for any purpose for which the "unapplied balance of property additions" is available under the Indenture, and for the purpose of a credit under this Article. Any certificate executed pursuant to the provisions of § 3.06 of the Original Indenture shall give effect to the provisions of this Section.

Section 9. On each Sinking Fund Payment Date, it shall be the duty of the Principal Trustee to apply the cash paid to it under this Article for the account of the Sinking Fund (hereinafter called "Sinking Fund Cash") to the redemption of Bonds of the New Series at the Sinking Fund Redemption Price. Such redemption, including the selection of the Bonds or portions thereof to be redeemed, shall be carried out in the manner provided in Article 5 of the Original Indenture, and the portion of any Bond of the New Series to be redeemed shall be \$1,000 or a multiple thereof.

Each notice of redemption shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the Principal Trustee in the city of Chicago, Illinois, (iii) the Sinking Fund Redemption Price, (iv) the numbers and principal amount of Bonds of the New Series of each owner to be then redeemed in whole or in part and (v) that on the date fixed for redemption interest on such Bonds of the New Series, or portion of Bonds of the New Series to be redeemed, shall cease.

In case any Bond of the New Series shall be redeemed in part only, said notice shall also specify (i) the principal amount thereof to be redeemed and (ii) that, upon the presentation of such Bond of the New Series for partial redemption, a new Bond or Bonds of the New Series of an aggregate principal amount equal to the unredeemed portion of such Bond of the New Series will be issued in lieu thereof; and in such case the Company shall execute, and the Principal Trustee shall authenticate and deliver to or upon the written order of the owner of any such Bond of the New Series, at the expense of the Company, a Bond or Bonds of the New Series (but only in authorized denominations) for the principal amount of the unredeemed portion

925 of such Bond of the New Series or, at the option of the owner
926 of such Bond, the Principal Trustee shall, upon presentation
927 thereof for the purpose, make a notation thereon of the payment
928 of the portion thereof so called for partial redemption.

929 In case the Company shall fail to give to the Princi-
930 pal Trustee evidence to its satisfaction that notice of redemp-
931 tion as in this Article provided will be given, the Principal
932 Trustee may, at the expense of the Company, give such notice
933 with the same effect as if such notice had been given by the
934 Company as hereinbefore required.

935 Notice of redemption having been given in the manner
936 hereinabove provided, the Bonds of the New Series (or the
937 specified portions thereof) so to be redeemed shall, on the
938 Sinking Fund Payment Date designated in such notice, become due
939 and payable at the Sinking Fund Redemption Price; and from and
940 after such Sinking Fund Payment Date so designated, interest on
941 the Bonds of the New Series so called for redemption (or in the
942 case of a partial redemption, on the portion thereof to be re-
943 deemed) shall cease to accrue, unless default shall be made by
944 the Company in the payment of the Sinking Fund Redemption
945 Price.

946 All Bonds of the New Series redeemed or retired under
947 the provisions of this Article shall forthwith be cancelled,
948 and the Principal Trustee shall note on its records the fact of
949 such cancellation and shall deliver the Bonds of the New Series
950 so cancelled to or upon the written order of the Company.]*P*

951 ARTICLE IV

952 Dividends and Similar Distributions.

953
954 The Company hereby covenants that, so long as any of
955 the Bonds of the New Series shall remain outstanding, the cove-
956 nants and agreements of the Company set forth in § 4.11 of the
957 Original Indenture as heretofore supplemented (except for the
958 last sentence of Section 4.11 of the Original Indenture) shall
959 be and remain in full force and effect and be duly observed and
960 complied with by the Company, notwithstanding that no First
961 Mortgage Bonds, 3½% Series due 1969, remain outstanding.

ARTICLE V

The Trustees.

The Trustees accept the trusts created by this Supplemental Indenture upon the terms and conditions hereof and agree to perform such trusts upon the terms and conditions set forth in the Original Indenture as heretofore supplemented and in this Supplemental Indenture set forth. In general, each and every term and condition contained in Article 13 of the Original Indenture shall apply to this 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 Supplemental Indenture.

ARTICLE VI

Miscellaneous Provisions.

Section 1. If the date for making any payment of principal, interest, or premium, if any, or the last date for performance of any act or the exercising of any right, as provided in this Supplemental Indenture, shall be a legal holiday or a day on which banking institutions in the city of Chicago, Illinois, are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Supplemental Indenture, and no interest shall accrue for the period after such nominal date.

Section 2. The Original Indenture as heretofore and hereby supplemented and amended is in all respects ratified and confirmed; and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Original Indenture as heretofore supplemented on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All terms defined in Article 1 of the Original Indenture, as heretofore supplemented, for all purposes of this Supplemental Indenture, shall have the meanings therein specified, unless the context otherwise requires.

1006 Section 3. This Supplemental Indenture may be simul-
1007 taneously executed in any number of counterparts, and all said
1008 counterparts executed and delivered, each as an original, shall
1009 constitute but one and the same instrument

1010 Section 4. Nothing in this Supplemental Indenture
1011 contained, shall, or shall be construed to, confer upon any
1012 person other than a holder of bonds issued under the Indenture,
1013 the Company and the Trustees any right or interest to avail
1014 himself of any benefit under any provision of the Indenture, as
1015 heretofore supplemented and amended, or of this Supplemental
1016 Indenture.

1017 IN WITNESS WHEREOF, The Empire District Electric Com-
1018 pany, party of the first part, has caused its corporate name to
1019 be hereunto affixed and this instrument to be signed by its
1020 President or a Vice President, and its corporate seal to be
1021 hereunto affixed and attested by its Secretary or an Assistant
1022 Secretary for and in its behalf; and Harris Trust and Savings
1023 Bank and State Street Bank and Trust Company of Missouri, N.A.,
1024 parties of the second part, have each caused its corporate name
1025 to be hereunto affixed, and this instrument to be signed by its
1026 President or a Vice President and its corporate seal to be
1027 hereunto affixed and attested by its Secretary or an Assistant
1028 Secretary for and in its behalf, all as of the day and year
1029 first above written.

1030 THE EMPIRE DISTRICT ELECTRIC
1031 COMPANY

1032 By _____
1033 Name:
1034 Title:

1035 [Corporate Seal]

1036 Attest:

1037 _____
1038 Name:
1039 Title:

1040 Signed, sealed and delivered by
1041 THE EMPIRE DISTRICT ELECTRIC
1042 COMPANY in the presence of:

1043 _____
1044 Name:

1045 _____
1046 Name:

1047
1048 HARRIS TRUST AND SAVINGS BANK,
1049 as Trustee

1050 By _____
1051 Name:
1052 Title:

1053 [Corporate Seal]

1054 Attest:

1055 _____
1056 Name:
1057 Title:

1058 Signed, sealed and delivered by
1059 HARRIS TRUST AND SAVINGS BANK
1060 in the presence of:

1061 _____
1062 Name:

1063 _____
1064 Name:

1065
1066
1067
1068
1069

STATE STREET BANK AND
TRUST COMPANY OF
MISSOURI, N.A.
as Trustee

1070
1071
1072

By _____
Name:
Title:

1073 [Corporate Seal]
1074 Attest:

1075 _____
1076 Name:
1077 Title:

1078 Signed, sealed and delivered by
1079 STATE STREET BANK AND
1080 TRUST COMPANY OF
1081 MISSOURI, N.A. in
1082 the presence of:

1083 _____
1084 Name:

1085 _____
1086 Name:

1087 State of Missouri)
1088 : ss.:
1089 County of Jasper)

1090 Be It Remembered, and I do hereby certify, that on
1091 this day of , before me, a Notary Public in and
1092 for the County and State aforesaid, personally appeared ,
1093 the of The Empire District Electric Company, a
1094 Kansas corporation and , the of said
1095 corporation, who are both to me personally known, and both per-
1096 sonally known to me to be such officers and to be the identical
1097 persons whose names are subscribed to the foregoing instrument
1098 as such and , respectively, and as
1099 the persons who subscribed the name and affixed the seal of
1100 said The Empire District Electric Company, one of the makers
1101 thereof, to the foregoing instrument as its and
1102 , and they each acknowledged to me that they, be-
1103 ing thereunto duly authorized, executed the same for the uses,
1104 purposes and consideration therein set forth and expressed, and
1105 in the capacities therein stated, as their free and voluntary
1106 act and deed, and as the free and voluntary act and deed of
1107 said corporation.

1108 And the said and , being each
1109 duly sworn by me, severally deposed and said: that they reside
1110 in ; that they were at that time
1111 and , of said corporation; that they knew the
1112 corporate seal of said corporation, and that the seal affixed
1113 to said instrument was such corporate seal, and was thereto af-
1114 fixed by said , and the said instrument was
1115 signed by said , in pursuance of the power
1116 and authority granted them by the By-Laws of said corporation,
1117 and by authority of the Board of Directors thereof.

1118 In Testimony Whereof, I have hereunto set my hand and
1119 affixed my official and notarial seal at my office in said
1120 County and State the day and year last above written.

1121 My commission expires

1122 [Notarial Seal]

1123
1124

Notary Public

1125 State of Illinois)
1126 : ss.:
1127 County of Cook)

1128 Be It Remembered, and I do hereby certify, that on
1129 the day of , before me, a Notary Public in and
1130 for the County and State aforesaid, personally appeared ,
1131 of Harris Trust and Savings Bank, an Illinois
1132 corporation and of said corporation, who are
1133 both to me personally known, and both personally known to me to
1134 be such officers and to be the identical persons whose names
1135 are subscribed to the foregoing instrument as such
1136 and , respectively, and as the
1137 persons who subscribed the name and affixed the seal of said
1138 Harris Trust and Savings Bank one of the makers thereof, to the
1139 foregoing instrument as its and ,
1140 and they each acknowledged to me that they, being thereunto
1141 duly authorized, executed the same for the uses, purposes and
1142 consideration therein set forth and expressed, and in the ca-
1143 pacities therein stated, as their free and voluntary act and
1144 deed, and as the free and voluntary act and deed of said corpo-
1145 ration.

1146 And the said and , being each
1147 duly sworn by me, severally deposed and said: that they reside
1148 in ; that they were at
1149 that time respectively and , of said
1150 corporation; that they knew the corporate seal of said corpora-
1151 tion, and that the seal affixed to said instrument was such
1152 corporate seal, and was thereto affixed by said ,
1153 and the said instrument was signed by said , in
1154 pursuance of the power and authority granted them by the By-
1155 Laws of said corporation, and by authority of the Board of Di-
1156 rectors thereof.

1157 In Testimony Whereof, I have hereunto set my hand and
1158 affixed my official and notarial seal at my office in said
1159 County and State the day and year last above written.

1160 My commission expires

1161 [Notarial Seal]

1162
1163

Notary Public

1164 State of Missouri)
1165 : ss.:
1166 City of St. Louis)

1167 Be It Remembered, and I do hereby certify, that on
1168 this day of , before me, a Notary Public in and
1169 for the County and State aforesaid, personally appeared
1170 , of State Street Bank and Trust Company
1171 of Missouri, N.A., a national banking association organized un-
1172 der the laws of the United States of America, and ,
1173 of said corporation, who are both to me personally
1174 known, and both personally known to me to be such officers and
1175 to be the identical persons whose names are subscribed to the
1176 foregoing instrument as such and , re-
1177 spectively, and as the persons who subscribed the name and af-
1178 fixed the seal of said State Street Bank and Trust Company of
1179 Missouri, N.A., one of the makers thereof, to the foregoing in-
1180 strument as its and , and
1181 they each acknowledged to me that they, being thereunto duly
1182 authorized, executed the same for the uses, purposes and con-
1183 sideration therein set forth and expressed, and in the capaci-
1184 ties therein stated, as their free and voluntary act and deed,
1185 and as the free and voluntary act and deed of said corporation.

1186 And the said and , being each duly
1187 sworn by me, severally deposed and said: that they reside in
1188 ; that they were at that time respec-
1189 tively and of said corporation; that
1190 they knew the corporate seal of said corporation, and that the
1191 seal affixed to said instrument was such corporate seal, and
1192 was thereto affixed by said , and the said instru-
1193 ment was signed by said , in pursuance of the power
1194 and authority granted them by the By-Laws of said corporation,
1195 and by authority of the Board of Directors thereof.

1196 In Testimony Whereof, I have hereunto set my hand and
1197 affixed my official seal at my office in said County and State
1198 the day and year last above written.

1199 My commission expires

1200 [Notarial Seal]

1201
1202

Notary Public

1203

LEGEND

1204 The following descriptions correspond to the dates,
1205 amounts and other information not contained in this Form of
1206 Supplemental Indenture, and are to be determined as appropriate
1207 for the series of bonds created under the designed Supplemental
1208 Indenture.

1209 *A* Insert applicable number of the Supplemental Indenture.
1210
1211 *B* Insert applicable date of the Supplemental Indenture.
1212
1213 *C* Insert principal amount authorized by applicable Supple-
1214 mental Indenture.
1215
1216 *D* Insert applicable interest rate.
1217
1218 *E* Insert applicable maturity date of series.
1219
1220 *F* Bracketed information to be included or deleted based on
1221 the provisions of the Bonds.
1222
1223 *G* Insert applicable information concerning preceding Supple-
1224 mental Indentures.
1225
1226 *H* Insert applicable interest payment dates.
1227
1228 *I* Insert first interest payment date.
1229
1230 *J* Insert applicable record dates.
1231
1232 *K* Insert initial applicable authentication date.
1233
1234 *L* Insert applicable date for the first sinking fund redemp-
1235 tion including year, month and day.
1236
1237 *M* Insert applicable annual sinking fund date, month and day.
1238
1239 *N* Delete or revise to reflect actual redemption provisions,
1240 if any.
1241
1242 *O* Delete or revise provision to reflect actual refunding
1243 protection, if any.
1244
1245 *P* Delete or revise to reflect actual sinking fund provi-
1246 sions, if any.
1247

1248 *Q* Insert applicable principal amount.
1249
1250 *R* Insert applicable date.
1251
1252 *S* Insert applicable principal amount.
1253
1254 *T* Insert applicable year.
1255
1256 *U* Insert applicable amount.
1257
1258 *V* If the Supplemental Indenture relates to Secured Medium-
1259 Term Notes, replace bracketed information with "Secured
1260 Medium-Term Notes, Series *W*".
1261
1262 *W* Insert applicable series designation.
1263
1264 *X* Bracketed information to be included if the Supplemental
1265 Indenture relates to Secured Medium-Term Notes.
1266
1267 *Y* Insert applicable minimum principal amount.
1268
1269 *Z* Bracketed information will replace preceding sentence if
1270 the Supplemental Indenture relates to Secured Medium-Term
1271 Notes.
1272