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THE EMPIRE DISTRICT ELECTRIC COMPANY  
TO  
HARRIS TRUST AND SAVINGS BANK  
AND  
STATE STREET BANK AND TRUST COMPANY OF MISSOURI, N.A.

Trustees

\_\_\_\_\_  
\*A\* SUPPLEMENTAL INDENTURE

Dated as of \*B\*

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

\_\_\_\_\_  
\$\*C\*

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

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(See Accompanying Legend on Final Two Pages)

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

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

160           WHEREAS the Company has heretofore executed and delivered  
161 to the Trustees \***G**\* Supplemental Indentures supplemental  
162 to the Original Indenture as follows:

163	<u>Title</u>	<u>Dated</u>
164	First Supplemental Indenture .....	as of June 1, 1946
165	Second Supplemental Indenture .....	as of January 1, 1948
166	Third Supplemental Indenture .....	as of December 1, 1950
167	Fourth Supplemental Indenture .....	as of December 1, 1954
168	Fifth Supplemental Indenture .....	as of June 1, 1957
169	Sixth Supplemental Indenture .....	as of February 1, 1968
170	Seventh Supplemental Indenture .....	as of April 1, 1969
171	Eighth Supplemental Indenture .....	as of May 1, 1970
172	Ninth Supplemental Indenture .....	as of July 1, 1976
173	Tenth Supplemental Indenture .....	as of November 1, 1977

174 Eleventh Supplemental Indenture .....as of August 1, 1978  
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186 Twenty-Third Supplemental Indenture ...as of November 1, 1993  
187 Twenty-Fourth Supplemental Indenture ..as of March 1, 1994  
188 Twenty-Fifth Supplemental Indenture ...as of November 1, 1994  
189 Twenty-Sixth Supplemental Indenture ...as of April 1, 1995  
190 Twenty-Seventh Supplemental Indenture .as of June 1, 1995  
191 Twenty-Eighth Supplemental Indenture ..as of December 1, 1996  
192 Twenty-Ninth Supplemental Indenture ...as of April 1, 1998  
193 Thirtieth Supplemental Indenture .....as of July 1, 1999  
194                   \*G\*

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

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

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

212                   WHEREAS the Board of Directors of the Company has au-  
213 thorized the Company to enter into this \*A\* Supplemental Inden-  
214 ture (herein sometimes referred to as "this \*A\* Supplemental

215 Indenture" or "this Supplemental Indenture") conveying to the  
216 Trustees and subjecting to the lien of the Indenture the prop-  
217 erty hereinafter described or mentioned, creating and designat-  
218 ing the new series of bonds, and specifying the form and provi-  
219 sions of the bonds of said series provided or permitted by the  
220 Original Indenture; and

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

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

232 No. \$.....

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

256 ything in the Original Indenture or this Supplemental Indenture  
257 to the contrary, so long as the bonds of this series are in a  
258 book-entry only system, payment of principal of and interest on  
259 this bond will be in accordance with arrangements with The De-  
260 pository Trust Company, a New York corporation ("DTC").

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

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

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

275 Dated:

276 The Empire District Electric  
277 Company,

278 By .....  
279 President

280 Attest:

281 .....  
282 Secretary

283 [Form of Bond]  
284 [Reverse]

285 This bond is one of an issue of bonds of the Company,  
286 known as its First Mortgage Bonds, issued and to be issued in  
287 one or more series under and equally and ratably secured (ex-  
288 cept as any sinking, amortization, improvement or other fund,  
289 established in accordance with the provisions of the indenture

hereinafter mentioned may afford additional security for the bonds of any particular series) by a certain indenture of mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and State Street Bank and Trust Company of Missouri, N.A., as Trustees (hereinafter called the "Trustees"), and certain indentures supplemental thereto, including a Third Supplemental Indenture, a Sixth Supplemental Indenture, a Seventh Supplemental Indenture, an Eighth Supplemental Indenture, a Fourteenth Supplemental Indenture, a Twenty-Fourth Supplemental Indenture, a Thirtieth Supplemental Indenture and a \*A\* Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 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 proper-

335 ty, or will deprive any non-assenting bondholder of a lien upon  
336 the mortgaged property for the security of such bondholder's  
337 bonds, subject to certain exceptions, or will, except as pro-  
338 vided above, reduce the percentage of bonds required for the  
339 aforesaid action under the Indenture. This bond is one of a  
340 series of bonds designated as the First Mortgage Bonds, [\*D\*%  
341 Series due \*E\*]\*V\*, of the Company.

342 [This bond is subject to redemption prior to maturi-  
343 ty, upon not less than thirty nor more than sixty days' prior  
344 notice, all as more fully provided in the Indenture,  
345 (a) through the operation of the Sinking Fund provided for this  
346 series in the Indenture, on \*L\* and on each \*M\* thereafter  
347 prior to maturity, at the [applicable] principal amount thereof  
348 [set forth in the table below], together with accrued interest  
349 to the date fixed for redemption, and (b) at the option of the  
350 Company, - on and after \*R\*, - at any time as a whole or from  
351 time to time in part, at the principal amount thereof, with ac-  
352 crued interest to the date fixed for redemption and the appli-  
353 cable premium (expressed as a percentage of the principal  
354 amount) set forth in the table below for the twelve-month pe-  
355 riod beginning \*M\* in the appropriate year under the heading  
356 "Optional Redemption Premium":

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

357 ; provided, however, that this bond may not be redeemed pur-  
358 suant to clause (b) above prior to \*R\*, directly or indirectly  
359 as a part of, or in anticipation of, any refunding operation  
360 involving the incurring of indebtedness having an interest cost  
361 to the Company (calculated in accordance with accepted finan-

362 cial practice and before deduction of commissions and expenses)  
363 of less than \*D\* per annum.]\*O\*

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

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

374 This bond is transferable by the registered owner he-  
375 reof in person or by his duly authorized attorney at the office  
376 or agency of the Company in the city of Chicago, Illinois, upon  
377 surrender and cancellation of this bond, and thereupon a new  
378 bond of this series, for a like principal amount, will be is-  
379 sued to the transferee in exchange therefor, as provided in the  
380 Indenture. If this bond is transferred or exchanged between a  
381 record date, as defined in the aforementioned \*A\* Supplemental  
382 Indenture, dated as of \*B\*, and the interest payment date in  
383 respect thereof, the new bond or bonds will bear interest from  
384 such interest payment date unless the interest payable on such  
385 date is not duly paid or provided for on such date. The Compa-  
386 ny and the Trustees and any paying agent may deem and treat the  
387 person in whose name this bond is registered as the absolute  
388 owner hereof for the purpose of receiving payment as herein  
389 provided and for all other purposes. This bond, alone or with  
390 other bonds of this series, may in like manner be exchanged at  
391 such office or agency for one or more new bonds of this series  
392 in authorized denominations, of the same aggregate principal  
393 amount, all as provided in the Indenture. Upon each such  
394 transfer or exchange the Company may require the payment of any  
395 stamp or other tax or governmental charge incident 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 the-  
399 reof, shall be had against any incorporator, subscriber to the  
400 capital stock, stockholder, officer or director, as such, of  
401 the Company, whether former, present or future, either direct-  
402 ly, or indirectly through the Company or the Trustees or either

403 of them, by the enforcement of any subscription to capital  
404 stock, assessment or otherwise, or by any legal or equitable  
405 proceeding by virtue of any statute or otherwise (including,  
406 without limiting the generality of the foregoing, any proceed-  
407 ing to enforce any claimed liability of stockholders of the  
408 Company based upon any theory of disregarding the corporate  
409 entity 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.

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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 whe-  
447 reof is hereby acknowledged, and in order to secure the payment  
448 of the principal of and the interest on all bonds from time to  
449 time outstanding under the Indenture, according to the terms of  
450 said bonds and of the coupons attached thereto, has granted,  
451 bargained, sold, warranted, aliened, remised, released, con-  
452 veyed, assigned, transferred, mortgaged, pledged, set over and  
453 confirmed, and by these presents does grant bargain, sell, war-  
454 rant, alien, remise, release, convey, assign, transfer, mort-  
455 gage, pledge, set over and confirm unto Harris Trust and Sav-  
456 ings Bank and State Street Bank and Trust Company of Missouri,  
457 N.A., as Trustees, and their respective successor or successors  
458 in the trust, and its or their assigns forever, the following  
459 property, with the same force and effect and subject to the  
460 same reservations and exceptions, as though specifically de-  
461 scribed in the granting clauses of the Original Indenture, that  
462 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 afo-  
477 resaid mortgaged property, and every part and parcel thereof;

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

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

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

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

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

ARTICLE I

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

Section 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, [\*D\*% Series due \*E\*]\*V\* (herein sometimes called the "Bonds of the New Series" or "Bonds"). The Bonds of the New Series shall be limited to an aggregate principal amount of \*C\* Dollars (\$\*C\*), excluding any Bonds of the New Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of the New Series pursuant to the provisions of Article 2 or of § 15.09 of the Original Indenture. Said Bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively. Each Bond shall be dated as of the date of its authentication and all Bonds of the New Series shall mature and shall bear interest at the rate of \*D\*% per annum, payable semi-annually on \*H\* and \*H\* in each year, commencing \*I\*; both principal and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. [The Bonds shall be initially authenticated and delivered from time to time upon delivery to the Principal Trustee of the documents required by the Indenture, including a resolution of the Board of Directors of the Company, or the Executive Committee thereof specifying the principal amount of the Bonds of the New Series to be issued on the specified date of issuance, the numbers, denominations, date or dates, maturity date or dates, redemption prices and interest rate or rates of such Bonds of the New Series; provided, that no Bond of the New Series shall mature on a date less than nine months or more than thirty years from the date of issue and provided further, that all Bonds of the New Series having the same date of maturity shall be identical as to rate of interest and terms of redemption, if redeemable.

Each Bond of the New Series shall be dated as of the date of its authentication. Each Bond of the New Series shall bear interest at such rate or rates per annum and have such other terms and provisions as the Board of Directors of the

552 Company, or the Executive Committee thereof, may determine.  
553 Such interest shall be payable semi-annually on \*H\* and \*H\* in  
554 each year, commencing \*I\*; both principal and interest shall be  
555 payable at the office or agency of the Company in the city of  
556 Chicago, Illinois, and in any coin or currency of the United  
557 States of America which at the time of payment shall be legal  
558 tender for the payment of public and private debts.

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

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

571           The holder of any Bond on any record date (as herein-  
572 below defined) with respect to any interest payment date shall  
573 be entitled to receive the interest payable on such interest  
574 payment date notwithstanding the cancellation of such Bond  
575 upon any exchange or transfer thereof subsequent to the record  
576 date and prior to such interest payment date, except if and to  
577 the extent that the Company shall default in the payment of the  
578 interest due on such interest payment date, in which case such  
579 defaulted interest shall be paid to the person in whose name  
580 such Bond (or any Bond or Bonds issued upon transfer or ex-  
581 change thereof) is registered on a date fixed by the Company,  
582 which shall be not more than fifteen and not less than ten days  
583 before the date of payment of such defaulted interest. The  
584 term "record date" as used in this Section with respect to any  
585 interest payment date shall mean the close of business on the  
586 \*J\* or \*J\*, as the case may be, next preceding such interest  
587 payment date, whether or not such \*J\* or \*J\* shall be a legal  
588 holiday or a day on which banking institutions in the state of  
589 Illinois are authorized by law to remain closed.

590           The Company shall not be required to make any trans-  
591 fer or exchange of any Bonds for a period of ten days next pre-  
592 ceding any selection of Bonds for redemption, nor shall it be

593 required to make transfers or exchanges of any bonds which  
594 shall have been selected for redemption in whole or in part.

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

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

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

610 If the Bonds of the New Series are to be issued in  
611 book-entry form only, notwithstanding any provision of the In-  
612 denture to the contrary, unless the Company shall otherwise di-  
613 rect (which direction shall promptly be given at the written  
614 request of The Depository Trust Company ("DTC")), all Bonds of  
615 the New Series shall be registered in the name of Cede & Co.,  
616 as nominee of DTC, as registered owner of the Bonds of the New  
617 Series, and held in the custody of DTC. Unless otherwise re-  
618 quested by DTC, a single certificate will be issued and deli-  
619 vered to DTC. Beneficial owners of Bonds of the New Series  
620 will not receive physical delivery of Bond certificates except  
621 as hereinafter provided. For so long as DTC shall continue to  
622 serve as securities depository for the Bonds of the New Series  
623 as provided herein, all transfers of beneficial ownership in-  
624 terests will be made by book-entry only, and no investor or  
625 other party purchasing, selling or otherwise transferring bene-  
626 ficial ownership of Bonds of the New Series is to receive, hold  
627 or deliver any Bond certificate.

628 With respect to Bonds of the New Series registered in  
629 the name of Cede & Co., as nominee of DTC, the Trustees and the  
630 Company shall have no responsibility or obligation to the se-  
631 curities brokers and dealers, banks, trust companies, clearing  
632 corporations and certain other organizations on whose behalf  
633 DTC was created to hold securities to facilitate the clearance

634 and settlement of securities transactions among DTC partici-  
635 pants ("DTC Participants") or to any person on whose behalf a  
636 DTC Participant holds an interest in the Bonds of the New Se-  
637 ries. Without limiting the immediately preceding sentence, the  
638 Trustees and the Company shall have no responsibility or obli-  
639 gation with respect to (i) the accuracy of the records of DTC,  
640 Cede & Co. or any DTC Participant with respect to any ownership  
641 interest in the Bonds of the New Series, (ii) the delivery to  
642 any DTC Participant or any other person, other than the regis-  
643 tered owner of the Bonds of the New Series, of any notice with  
644 respect to the Bonds of the New Series, including any notice of  
645 redemption, or (iii) the payment to any DTC Participant or any  
646 other person, other than the registered owner of the Bonds of  
647 the New Series, of any amount with respect to principal of or  
648 premium, if any, or interest on the Bonds of the New Series.

649           If the Bonds of the New Series are to be issued in  
650 book-entry form only, replacement Bonds may be issued directly  
651 to beneficial owners of Bonds of the New Series other than DTC,  
652 or its nominee, but only in the event that (i) DTC determines  
653 not to continue to act as securities depository for the Bonds  
654 of the New Series (which determination shall become effective  
655 by the giving of reasonable notice to the Company or the Prin-  
656 cipal Trustee); or (ii) the Company has advised DTC of its de-  
657 termination (which determination is conclusive as to DTC and  
658 beneficial owners of the Bonds of the New Series) to terminate  
659 the services of DTC as securities depository for the Bonds of  
660 the New Series; or (iii) the Company has determined (which de-  
661 termination is conclusive as to DTC and the beneficial owners  
662 of the Bonds of the New Series) that the interests of the bene-  
663 ficial owners of the Bonds of the New Series might be adversely  
664 affected if such book-entry only system of transfer is contin-  
665 ued. Upon occurrence of the event set forth in (i) above, the  
666 Company shall use its best efforts to attempt to locate another  
667 qualified securities depository. If the Company fails to lo-  
668 cate another qualified securities depository to replace DTC,  
669 the Company shall direct the Principal Trustee to cause to be  
670 authenticated and delivered replacement Bonds of the New Se-  
671 ries, in certificated form, to the beneficial owners of the  
672 Bonds of the New Series. In the event that the Company makes  
673 the determination described in (ii) or (iii) above (provided  
674 that the Company undertakes no obligation to make any investi-  
675 gation to determine the occurrence of any events that would  
676 permit the Company to make any such determination), and has  
677 made provisions to notify the beneficial owners of Bonds of the

678 New Series of such determination by mailing an appropriate no-  
679 tice to DTC, the Company shall cause to be issued replacement  
680 Bonds of the New Series in certificated form to beneficial own-  
681 ers of the Bonds of the New Series as shown on the records of  
682 DTC provided to the Principal Trustee and the Company.

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

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

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

710 If the Bonds of the New Series are to be issued in  
711 book-entry form only, the Company and the Principal Trustee  
712 shall enter into a letter of representations with DTC to imple-  
713 ment the book-entry only system of Bond registration described  
714 above.

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

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

728                           ARTICLE II  
729

730                   Redemption of Bonds of the New Series.

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

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

750           Section 2. The provisions of § 5.03, § 5.04 and  
751 § 5.05 of the Original Indenture shall be applicable to Bonds  
752 of the New Series. The principal amount of Bonds of the  
753 Series registered in the name of any holder and to be redeemed  
754 on any partial redemption shall be \$1,000; or a multiple the-  
755 reof.



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

760                                   ARTICLE III

761  
762           Sinking and Improvement Fund for Bonds of the New Series.

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

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

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

793           (b) The Company shall also have the right at any  
794 time and from time to time to anticipate payment of all or any  
795 part of any one or more Sinking Fund payments (but not, in re-

796 spect of any particular Sinking Fund payment, after the deli-  
797 very to the Principal Trustee of the statement of the Company  
798 required by Section 6 of this Article) and to receive a credit  
799 on its obligations under this Article, to the extent of the  
800 [applicable] Sinking Fund Redemption Price in respect of

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

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

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

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

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

831 Section 5. The Sinking Fund Redemption Price appli-  
832 cable to Bonds of the New Series to be retired under the provi-  
833 sions of this Article shall be the [percentage of the] princip-  
834 al amount thereof [set forth under the heading Sinking Fund Re-  
835 demption Price in the form of Bond set forth in this Supplemen-

836 tal Indenture] together with accrued interest to the redemption  
837 date (herein referred to as the "Sinking Fund Redemption  
838 Price").

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

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

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

874           Section 8. In case any net property additions shall  
875 be utilized as a basis for credit under this Article, the prop-  
876 erty additions included therein shall forthwith become funded

877 property (as defined in § 1.07 of the Original Indenture), and  
878 the engineer's certificate filed with the Principal Trustee  
879 pursuant to Section 7 of this Article shall be considered as  
880 though it had been filed pursuant to subdivision (3) of § 3.06  
881 of the Original Indenture for the purposes of Clause (A) of  
882 said subdivision (3); provided, however, that any net property  
883 additions certified in such engineer's certificate in excess of  
884 the amount utilized for such credit may be added to, and  
885 treated as part of, the "unapplied balance of property addi-  
886 tions" (as defined in § 1.05 of the Original Indenture) and be  
887 available for any purpose for which the "unapplied balance of  
888 property additions" is available under the Indenture, and for  
889 the purpose of a credit under this Article. Any certificate  
890 executed pursuant to the provisions of § 3.06 of the Original  
891 Indenture shall give effect to the provisions of this Section.

892           Section 9. On each Sinking Fund Payment Date, it  
893 shall be the duty of the Principal Trustee to apply the cash  
894 paid to it under this Article for the account of the Sinking  
895 Fund (hereinafter called "Sinking Fund Cash") to the redemption  
896 of Bonds of the New Series at the Sinking Fund Redemption  
897 Price. Such redemption, including the selection of the Bonds  
898 or portions thereof to be redeemed, shall be carried out in the  
899 manner provided in Article 5 of the Original Indenture, and the  
900 portion of any Bond of the New Series to be redeemed shall be  
901 \$1,000 or a multiple thereof.

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

912           In case any Bond of the New Series shall be redeemed  
913 in part only, said notice shall also specify (i) the principal  
914 amount thereof to be redeemed and (ii) that, upon the presenta-  
915 tion of such Bond of the New Series for partial redemption, a  
916 new Bond or Bonds of the New Series of an aggregate principal  
917 amount equal to the unredeemed portion of such Bond of the New  
918 Series will be issued in lieu thereof; and in such case the

919 Company shall execute, and the Principal Trustee shall authen-  
920 ticate and deliver to or upon the written order of the owner of  
921 any such Bond of the New Series, at the expense of the Company,  
922 a Bond or Bonds of the New Series (but only in authorized deno-  
923 minations) for the principal amount of the unredeemed portion  
924 of such Bond of the New Series or, at the option of the owner  
925 of such Bond, the Principal Trustee shall, upon presentation  
926 thereof for the purpose, make a notation thereon of the payment  
927 of the portion thereof so called for partial redemption.

928 In case the Company shall fail to give to the Prin-  
929 cipal Trustee evidence to its satisfaction that notice of re-  
930 demption as in this Article provided will be given, the Prin-  
931 cipal Trustee may, at the expense of the Company, give such no-  
932 tice with the same effect as if such notice had been given by  
933 the Company as hereinbefore required.

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

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

#### 950 ARTICLE IV

#### 951 Dividends and Similar Distributions.

953 The Company hereby covenants that, so long as any of  
954 the Bonds of the New Series shall remain outstanding, the cove-  
955 nants and agreements of the Company set forth in § 4.11 of the  
956 Original Indenture as heretofore supplemented (except for the  
957 last sentence of Section 4.11 of the Original Indenture) shall  
958 be and remain in full force and effect and be duly observed and

959 complied with by the Company, notwithstanding that no First  
960 Mortgage Bonds, 3½% Series due 1969, remain outstanding.

961 ARTICLE V

962

963 The Trustees.

964 The Trustees accept the trusts created by this Sup-  
965 plemental Indenture upon the terms and conditions hereof and  
966 agree to perform such trusts upon the terms and conditions set  
967 forth in the Original Indenture as heretofore supplemented and  
968 in this Supplemental Indenture set forth. In general, each and  
969 every term and condition contained in Article 13 of the Origi-  
970 nal Indenture shall apply to this Supplemental Indenture with  
971 the same force and effect as if the same were herein set forth  
972 in full, with such omissions, variations and modifications the-  
973 reof as may be appropriate to make the same conform to this  
974 Supplemental Indenture.

975 ARTICLE VI

976

977 Miscellaneous Provisions.

978 Section 1. If the date for making any payment of  
979 principal, interest, or premium, if any, or the last date for  
980 performance of any act or the exercising of any right, as pro-  
981 vided in this Supplemental Indenture, shall be a legal holiday  
982 or a day on which banking institutions in the city of Chicago,  
983 Illinois, are authorized by law to remain closed, such payment  
984 may be made or act performed or right exercised on the next  
985 succeeding day not a legal holiday or a day on which such bank-  
986 ing institutions are authorized by law to remain closed, with  
987 the same force and effect as if done on the nominal date pro-  
988 vided in this Supplemental Indenture, and no interest shall ac-  
989 crue for the period after such nominal date.

990 Section 2. The Original Indenture as heretofore and  
991 hereby supplemented and amended is in all respects ratified and  
992 confirmed; and the Original Indenture, this Supplemental Inden-  
993 ture and all other indentures supplemental to the Original In-  
994 denture shall be read, taken and construed as one and the same  
995 instrument. Neither the execution of this Supplemental Inden-  
996 ture nor anything herein contained shall be construed to impair  
997 the lien of the Original Indenture as heretofore supplemented  
998 on any of the property subject thereto, and such lien shall re-

999 main in full force and effect as security for all bonds now  
1000 outstanding or hereafter issued under the Indenture. All terms  
1001 defined in Article 1 of the Original Indenture, as heretofore  
1002 supplemented, for all purposes of this Supplemental Indenture,  
1003 shall have the meanings therein specified, unless the context  
1004 otherwise requires.

1005           Section 3. This Supplemental Indenture may be simul-  
1006 taneously executed in any number of counterparts, and all said  
1007 counterparts executed and delivered, each as an original, shall  
1008 constitute but one and the same instrument

1009           Section 4. Nothing in this Supplemental Indenture  
1010 contained, shall, or shall be construed to, confer upon any  
1011 person other than a holder of bonds issued under the Indenture,  
1012 the Company and the Trustees any right or interest to avail  
1013 himself of any benefit under any provision of the Indenture, as  
1014 heretofore supplemented and amended, or of this Supplemental  
1015 Indenture.

1016           IN WITNESS WHEREOF, The Empire District Electric Com-  
1017 pany, party of the first part, has caused its corporate name to  
1018 be hereunto affixed and this instrument to be signed by its  
1019 President or a Vice President, and its corporate seal to be he-  
1020 reunto affixed and attested by its Secretary or an Assistant  
1021 Secretary for and in its behalf; and Harris Trust and Savings  
1022 Bank and State Street Bank and Trust Company of Missouri, N.A.,  
1023 parties of the second part, have each caused its corporate name  
1024 to be hereunto affixed, and this instrument to be signed by its  
1025 President or a Vice President and its corporate seal to be he-  
1026 reunto affixed and attested by its Secretary or an Assistant  
1027 Secretary for and in its behalf, all as of the day and year  
1028 first above written.

1029                                   THE EMPIRE DISTRICT ELECTRIC  
1030                                   COMPANY

1031                                   By \_\_\_\_\_  
1032                                   Name:  
1033                                   Title:

1034   [Corporate Seal]

1035   Attest:

1036   \_\_\_\_\_  
1037   Name:  
1038   Title:

1039   Signed, sealed and delivered by  
1040       THE EMPIRE DISTRICT ELECTRIC  
1041       COMPANY in the presence of:

1042   \_\_\_\_\_  
1043   Name:

1044   \_\_\_\_\_  
1045   Name:  
1046



1047  
1048  
1049

HARRIS TRUST AND SAVINGS BANK,  
as Trustee

1050  
1051  
1052

By \_\_\_\_\_  
Name:  
Title:

1053 [Corporate Seal]

1054 Attest:

1055  
1056  
1057

\_\_\_\_\_  
Name:  
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 du-  
1109 ly 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

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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 du-  
1141 ly 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

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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

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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