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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*

22

(See Accompanying Legend on Final Two Pages)

23	TABLE OF CONTENTS ¹	
24		Page
25	Parties	
26	Recitals	
27	Form of Bond	
28	Form of Principal Trustee's Certificate of Authen-	
29	tication.....	
30	Granting Clauses	
31	Property Now Owned or Hereafter Acquired	
32	Subject to Permitted Encumbrances, Liens on After	
33	Acquired Property and Certain Vendor's Liens	
34	Habendum	
35	Grant in Trust	
36	Defeasance	
37	General Covenant	
38		

¹ This Table of Contents is not a part of the annexed supplemental Indenture as executed.

39
40
41
42

43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58

59
60
61
62
63

ARTICLE I

Creation and Description of First Mortgage Bonds,
[*D*% Series Due *E*]*V*.

Section 1. Title and Terms.....

Bonds to be dated as of authentica-
tion date
Record Date.....
Restriction on transfer or exchange.....
Denominations.....
Registrable and interchangeable, tax
or government charge
No service charge on exchange or
transfer
Book-entry procedures.....

Section 2. Issue of Bonds of the New Series li-
mited to \$*C*. All or a portion of
Bonds of Series may be authenti-
cated prior to recording of this
Supplemental Indenture

ARTICLE II

Redemption of Bonds of the New Series.

Section 1. Rights of redemption

[Also redeemable under Sinking Fund.....]*F*

64 Section 2. Manner and method of redemption.....
65 Section 3. Bondholder agrees to accept payment
66 upon terms of this Article.....

67 [ARTICLE III
68
69 Sinking and Improvement Fund for Bonds of the New Series.

70 Section 1. Sinking Fund Payment Dates.....

71 Section 2. Amount of Sinking Fund Payment.....

72 Section 3. (a) Satisfaction of Sinking Fund re-
73 quirement in lieu of cash pay-
74 ment, by surrender of Bonds of
75 the New Series or by a credit on
76 basis of net property additions.....

77 (b) Right to anticipate Sinking Fund
78 requirements by surrender of
79 Bonds or credit on account of
80 Bonds previously redeemed.....

81 (c) Restriction on Bonds available
82 for surrender or credit on Sink-
83 ing Fund.....

84 Section 4. All cash paid to be applied to re-
85 tirement of Bonds of the New Series
86

87 Section 5. Sinking Fund Redemption Price.....

88 Section 6. Description of "statement", to be de-

89 livered to Principal Trustee

90 Section 7. Procedure if credit taken for net

91 property additions

92 Section 8. Net property additions utilized as a

93 credit to become funded property

94 Section 9. Application of cash (Sinking Fund

95 Cash) to redemption of Bonds of the

96 New Series

97 Form of Notice of Redemption.....

98 Principal Trustee may, upon failure

99 of Company, give notice of redemp-

100 tion, at expense of Company

101 Interest ceases to accrue on bonds

102 called for redemption, unless Com-

103 pany fails to make payment of re-

104 demption price

105 Bonds redeemed or retired under this

106 Article to be cancelled]*P*

107 ARTICLE IV

108 Dividends and Similar Distributions.

109 Covenants in § 4.11 of the Indenture
110 to continue in effect so long as any
111 Bonds of the New Series are outstand-
112 ing.....

113 ARTICLE V

114 The Trustees.

115 The Trustees accept the trusts
116 created by this Supplemental Inden-
117 ture and agree to perform the same
118 upon terms set forth in the Original
119 Indenture as supplemented.....

120 ARTICLE VI

121 Miscellaneous Provisions.

122 Section 1. Provision regarding legal holidays.....

123 Section 2. Original Indenture, as supplemented
124 and amended, ratified and confirmed
125

126 Section 3. This Supplemental Indenture may be
127 executed in counterparts

128 Section 4. Rights conferred only on holder of
129 bonds, Company and Trustees

130 Testimonium

131 Signatures and Seals
132 Acknowledgments

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 Indentureas of August 1, 1978
175 Twelfth Supplemental Indentureas of December 1, 1978
176 Thirteenth Supplemental Indentureas of November 1, 1979
177 Fourteenth Supplemental Indentureas of September 15, 1983
178 Fifteenth Supplemental Indentureas of October 1, 1988
179 Sixteenth Supplemental Indentureas of November 1, 1989
180 Seventeenth Supplemental Indentureas of December 1, 1990
181 Eighteenth Supplemental Indentureas of July 1, 1992
182 Nineteenth Supplemental Indentureas of May 1, 1993
183 Twentieth Supplemental Indentureas of June 1, 1993
184 Twenty-First Supplemental Indenture ...as of October 1, 1993
185 Twenty-Second Supplemental Indenture ..as of November 1, 1993
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 Indentureas 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.

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 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
952 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 Orig-
970 inal 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

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

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