

1

2

3

THE EMPIRE DISTRICT ELECTRIC COMPANY

4

TO

5

6

HARRIS TRUST AND SAVINGS BANK

7

8

AND

9

10

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

11

12

Trustees

13

14

A SUPPLEMENTAL INDENTURE

15

Dated as of *B*

16

17

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

18

19

\$*C*

20

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

21

(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.....	

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

38 ARTICLE I
39
40 Creation and Description of First Mortgage Bonds,
41 [*D*% Series Due *E*]*V*.

42 Section 1. Title and Terms
43 Bonds to be dated as of authentica-
44 tion date.....
45 Record Date
46 Restriction on transfer or exchange
47 Denominations
48 Registrable and interchangeable, tax
49 or government charge.....
50 No service charge on exchange or
51 transfer.....
52 Book-entry procedures

53 Section 2. Issue of Bonds of the New Series lim-
54 ited to \$*C*. All or a portion of
55 Bonds of Series may be authenti-
56 cated prior to recording of this
57 Supplemental Indenture.....

58 ARTICLE II
59
60 Redemption of Bonds of the New Series.

61 Section 1. Rights of redemption
62 [Also redeemable under Sinking Fund]*F*

63 Section 2. Manner and method of redemption

64 Section 3. Bondholder agrees to accept payment

89 Section 7. Procedure if credit taken for net
90 property additions.....
91 Section 8. Net property additions utilized as a
92 credit to become funded property.....
93 Section 9. Application of cash (Sinking Fund
94 Cash) to redemption of Bonds of the
95 New Series
96 Form of Notice of Redemption
97 Principal Trustee may, upon failure
98 of Company, give notice of redemp-
99 tion, at expense of Company.....
100 Interest ceases to accrue on bonds
101 called for redemption, unless Com-
102 pany fails to make payment of re-
103 demption price
104 Bonds redeemed or retired under this
105 Article to be cancelled.....]*P*

106 ARTICLE IV
107 Dividends and Similar Distributions.
108 Covenants in § 4.11 of the Indenture
109 to continue in effect so long as any
110 Bonds of the New Series are out-
111 standing

112		ARTICLE V
113		The Trustees.
114		The Trustees accept the trusts cre-
115		ated by this Supplemental Indenture
116		and agree to perform the same upon
117		terms set forth in the Original In-
118		denture as supplemented
119		ARTICLE VI
120		Miscellaneous Provisions.
121	Section 1.	Provision regarding legal holidays
122	Section 2.	Original Indenture, as supplemented
123		and amended, ratified and confirmed
124	
125	Section 3.	This Supplemental Indenture may be
126		executed in counterparts.....
127	Section 4.	Rights conferred only on holder of
128		bonds, Company and Trustees.....
129	Testimonium.....	
130	Signatures and Seals.....	
131	Acknowledgments.....	

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

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

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

162	<u>Title</u>	<u>Dated</u>
163	First Supplemental Indenture.....	as of June 1, 1946
164	Second Supplemental Indenture.....	as of January 1, 1948
165	Third Supplemental Indenture.....	as of December 1, 1950
166	Fourth Supplemental Indenture.....	as of December 1, 1954
167	Fifth Supplemental Indenture.....	as of June 1, 1957
168	Sixth Supplemental Indenture.....	as of February 1, 1968
169	Seventh Supplemental Indenture.....	as of April 1, 1969
170	Eighth Supplemental Indenture.....	as of May 1, 1970
171	Ninth Supplemental Indenture.....	as of July 1, 1976
172	Tenth Supplemental Indenture.....	as of November 1, 1977
173	Eleventh Supplemental Indenture.....	as of August 1, 1978
174	Twelfth Supplemental Indenture.....	as of December 1, 1978
175	Thirteenth Supplemental Indenture.....	as of November 1, 1979

176 Fourteenth Supplemental Indenture..... as of September 15, 1983
177 Fifteenth Supplemental Indenture..... as of October 1, 1988
178 Sixteenth Supplemental Indenture..... as of November 1, 1989
179 Seventeenth Supplemental Indenture.... as of December 1, 1990
180 Eighteenth Supplemental Indenture..... as of July 1, 1992
181 Nineteenth Supplemental Indenture..... as of May 1, 1993
182 Twentieth Supplemental Indenture..... as of June 1, 1993
183 Twenty-First Supplemental Indenture... as of October 1, 1993
184 Twenty-Second Supplemental Indenture.. as of November 1, 1993
185 Twenty-Third Supplemental Indenture... as of November 1, 1993
186 Twenty-Fourth Supplemental Indenture.. as of March 1, 1994
187 Twenty-Fifth Supplemental Indenture... as of November 1, 1994
188 Twenty-Sixth Supplemental Indenture... as of April 1, 1995
189 Twenty-Seventh Supplemental Indenture. as of June 1, 1995
190 Twenty-Eighth Supplemental Indenture.. as of December 1, 1996
191 Twenty-Ninth Supplemental Indenture... as of April 1, 1998
192 *G*

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

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

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

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

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

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

230 No. \$.....

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

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

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

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

273 Dated:

274 The Empire District Electric
275 Company,

276 By.....
277 President
278 Attest:

279
280 Secretary

281 [Form of Bond]
282 [Reverse]

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

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

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

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

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

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

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

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

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

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

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

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

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

422

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

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

427 Harris Trust and Savings Bank,
428 As Trustee,

429 By.....
430 Authorized Officer.

431 and

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

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

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

462 [INSERT HERE DESCRIPTION OF PROPERTY]

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

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

510 ARTICLE I

511
512 CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS,
513 [*D*% SERIES DUE *E*]*V*.

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

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

548 Each Bond of the New Series shall be dated as of the
549 date of its authentication. Each Bond of the New Series shall
550 bear interest at such rate or rates per annum and have such
551 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
570 global 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 de-
597 nominations 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
608 Original Indenture, no service or other charge will be made for
609 any 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 deliv-
619 ered to DTC. Beneficial owners of Bonds of the New Series will
620 not receive physical delivery of Bond certificates except as
621 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 secu-
631 rities 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 deliv-
721 ered to the Principal Trustee and, upon compliance with all the
722 provisions and requirements of the Original Indenture in re-
723 spect 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
755 thereof.

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 livery to the Principal Trustee of bonds of the New Series
781 theretofore 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 deliv-
797 ery 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
809 thereof which the Company elects to anticipate, and the princi-
810 pal amount of the Bonds of the New Series the retirement of
811 which under clauses (1) and/or (2) above is made the basis of
812 such anticipated payment or payments, and otherwise showing
813 compliance 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] princi-
834 pal amount thereof [set forth under the heading Sinking Fund

835 Redemption Price in the form of Bond set forth in this Supple-
836 mental Indenture] together with accrued interest to the redemp-
837 tion 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
855 taken in whole or in part on the basis of net property addi-
856 tions, the Company shall comply with all provisions of the In-
857 denture which would be applicable if such net property addi-
858 tions were made the basis of an application for the authentica-
859 tion of bonds as provided in § 3.04 of the Original Indenture
860 except as 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
867 Original Indenture, or any opinions with respect to the au-
868 thorization of the issuance of bonds by governmental authori-
869 ties and by the Company and with respect to tax laws applicable
870 to the issuance of bonds, or to comply with any earnings re-
871 quirements, or, unless the Principal Trustee shall so request,
872 to comply with the requirements of the proviso in subdivision
873 (8) of § 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 de-
923 nominations) 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 Princi-
929 pal Trustee evidence to its satisfaction that notice of redemp-
930 tion as in this Article provided will be given, the Principal
931 Trustee may, at the expense of the Company, give such notice
932 with the same effect as if such notice had been given by the
933 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
936 specified portions thereof) so to be redeemed shall, on the
937 Sinking Fund Payment Date designated in such notice, become due
938 and payable at the Sinking Fund Redemption Price; and from and
939 after 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.

ARTICLE V

The Trustees.

The Trustees accept the trusts created by this Supplemental Indenture upon the terms and conditions hereof and agree to perform such trusts upon the terms and conditions set forth in the Original Indenture as heretofore supplemented and in this Supplemental Indenture set forth. In general, each and every term and condition contained in Article 13 of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE VI

Miscellaneous Provisions.

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

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

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
1020 hereunto 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
1026 hereunto 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

HARRIS TRUST AND SAVINGS BANK,
as Trustee

1049
1050
1051

By _____
Name:
Title:

1052 [Corporate Seal]

1053 Attest:

1054 _____
1055 Name:
1056 Title:

1057 Signed, sealed and delivered by
1058 HARRIS TRUST AND SAVINGS BANK
1059 in the presence of:

1060 _____
1061 Name:

1062 _____
1063 Name:

1064
1065
1066
1067
1068

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

1069
1070
1071

By _____
Name:
Title:

1072 [Corporate Seal]
1073 Attest:

1074 _____
1075 Name:
1076 Title:

1077 Signed, sealed and delivered by
1078 STATE STREET BANK AND
1079 TRUST COMPANY OF
1080 MISSOURI, N.A. in
1081 the presence of:

1082 _____
1083 Name:

1084 _____
1085 Name:

1086 State of Missouri)
1087 : ss.:
1088 County of Jasper)

1089 Be It Remembered, and I do hereby certify, that on
1090 this day of , before me, a Notary Public in and
1091 for the County and State aforesaid, personally appeared ,
1092 the of The Empire District Electric Company, a
1093 Kansas corporation and , the of said
1094 corporation, who are both to me personally known, and both per-
1095 sonally known to me to be such officers and to be the identical
1096 persons whose names are subscribed to the foregoing instrument
1097 as such and , respectively, and as
1098 the persons who subscribed the name and affixed the seal of
1099 said The Empire District Electric Company, one of the makers
1100 thereof, to the foregoing instrument as its and
1101 , and they each acknowledged to me that they, be-
1102 ing thereunto duly authorized, executed the same for the uses,
1103 purposes and consideration therein set forth and expressed, and
1104 in the capacities therein stated, as their free and voluntary
1105 act and deed, and as the free and voluntary act and deed of
1106 said corporation.

1107 And the said and , being each
1108 duly sworn by me, severally deposed and said: that they reside
1109 in ; that they were at that time
1110 and , of said corporation; that they knew the
1111 corporate seal of said corporation, and that the seal affixed
1112 to said instrument was such corporate seal, and was thereto af-
1113 fixed by said , and the said instrument was
1114 signed by said , in pursuance of the power
1115 and authority granted them by the By-Laws of said corporation,
1116 and by authority of the Board of Directors thereof.

1117 In Testimony Whereof, I have hereunto set my hand and
1118 affixed my official and notarial seal at my office in said
1119 County and State the day and year last above written.

1120 My commission expires

1121 [Notarial Seal]

1122
1123

Notary Public

1124 State of Illinois)
1125 : ss.:
1126 County of Cook)

1127 Be It Remembered, and I do hereby certify, that on
1128 the day of , before me, a Notary Public in and
1129 for the County and State aforesaid, personally appeared ,
1130 of Harris Trust and Savings Bank, an Illinois
1131 corporation and of said corporation, who are
1132 both to me personally known, and both personally known to me to
1133 be such officers and to be the identical persons whose names
1134 are subscribed to the foregoing instrument as such
1135 and , respectively, and as the
1136 persons who subscribed the name and affixed the seal of said
1137 Harris Trust and Savings Bank one of the makers thereof, to the
1138 foregoing instrument as its and ,
1139 and they each acknowledged to me that they, being thereunto
1140 duly authorized, executed the same for the uses, purposes and
1141 consideration therein set forth and expressed, and in the ca-
1142 pacities therein stated, as their free and voluntary act and
1143 deed, and as the free and voluntary act and deed of said corpo-
1144 ration.

1145 And the said and , being each
1146 duly sworn by me, severally deposed and said: that they reside
1147 in ; that they were at
1148 that time respectively and , of said
1149 corporation; that they knew the corporate seal of said corpora-
1150 tion, and that the seal affixed to said instrument was such
1151 corporate seal, and was thereto affixed by said ,
1152 and the said instrument was signed by said , in
1153 pursuance of the power and authority granted them by the By-
1154 Laws of said corporation, and by authority of the Board of Di-
1155 rectors thereof.

1156 In Testimony Whereof, I have hereunto set my hand and
1157 affixed my official and notarial seal at my office in said
1158 County and State the day and year last above written.

1159 My commission expires

1160 [Notarial Seal]

1161
1162

Notary Public

1163 State of Missouri)
1164 : ss.:
1165 City of St. Louis)

1166 Be It Remembered, and I do hereby certify, that on
1167 this day of , before me, a Notary Public in and
1168 for the County and State aforesaid, personally appeared
1169 , of State Street Bank and Trust Company
1170 of Missouri, N.A., a national banking association organized un-
1171 der the laws of the United States of America, and ,
1172 of said corporation, who are both to me personally
1173 known, and both personally known to me to be such officers and
1174 to be the identical persons whose names are subscribed to the
1175 foregoing instrument as such and , re-
1176 spectively, and as the persons who subscribed the name and af-
1177 fixed the seal of said State Street Bank and Trust Company of
1178 Missouri, N.A., one of the makers thereof, to the foregoing in-
1179 strument as its and , and
1180 they each acknowledged to me that they, being thereunto duly
1181 authorized, executed the same for the uses, purposes and con-
1182 sideration therein set forth and expressed, and in the capaci-
1183 ties therein stated, as their free and voluntary act and deed,
1184 and as the free and voluntary act and deed of said corporation.

1185 And the said and , being each duly
1186 sworn by me, severally deposed and said: that they reside in
1187 ; that they were at that time respec-
1188 tively and of said corporation; that
1189 they knew the corporate seal of said corporation, and that the
1190 seal affixed to said instrument was such corporate seal, and
1191 was thereto affixed by said , and the said instru-
1192 ment was signed by said , in pursuance of the power
1193 and authority granted them by the By-Laws of said corporation,
1194 and by authority of the Board of Directors thereof.

1195 In Testimony Whereof, I have hereunto set my hand and
1196 affixed my official seal at my office in said County and State
1197 the day and year last above written.

1198 My commission expires

1199 [Notarial Seal]

1200
1201

Notary Public

1202

LEGEND

1203 The following descriptions correspond to the dates,
1204 amounts and other information not contained in this Form of
1205 Supplemental Indenture, and are to be determined as appropriate
1206 for the series of bonds created under the designed Supplemental
1207 Indenture.

1208 *A* Insert applicable number of the Supplemental Indenture.
1209
1210 *B* Insert applicable date of the Supplemental Indenture.
1211
1212 *C* Insert principal amount authorized by applicable Supple-
1213 mental Indenture.
1214
1215 *D* Insert applicable interest rate.
1216
1217 *E* Insert applicable maturity date of series.
1218
1219 *F* Bracketed information to be included or deleted based on
1220 the provisions of the Bonds.
1221
1222 *G* Insert applicable information concerning preceding Supple-
1223 mental Indentures.
1224
1225 *H* Insert applicable interest payment dates.
1226
1227 *I* Insert first interest payment date.
1228
1229 *J* Insert applicable record dates.
1230
1231 *K* Insert initial applicable authentication date.
1232
1233 *L* Insert applicable date for the first sinking fund redemp-
1234 tion including year, month and day.
1235
1236 *M* Insert applicable annual sinking fund date, month and day.
1237
1238 *N* Delete or revise to reflect actual redemption provisions,
1239 if any.
1240
1241 *O* Delete or revise provision to reflect actual refunding
1242 protection, if any.
1243
1244 *P* Delete or revise to reflect actual sinking fund provi-
1245 sions, if any.
1246

1247 *Q* Insert applicable principal amount.
1248
1249 *R* Insert applicable date.
1250
1251 *S* Insert applicable principal amount.
1252
1253 *T* Insert applicable year.
1254
1255 *U* Insert applicable amount.
1256
1257 *V* If the Supplemental Indenture relates to Secured Medium-
1258 Term Notes, replace bracketed information with "Secured
1259 Medium-Term Notes, Series *W*".
1260
1261 *W* Insert applicable series designation.
1262
1263 *X* Bracketed information to be included if the Supplemental
1264 Indenture relates to Secured Medium-Term Notes.
1265
1266 *Y* Insert applicable minimum principal amount.
1267
1268 *Z* Bracketed information will replace preceding sentence if
1269 the Supplemental Indenture relates to Secured Medium-Term
1270 Notes.
1271