CAHILL GORDON & REINDEL

EIGHTY PINE STREET

NEW YORK, N.Y. 10005

FLOYD ABRAMS
ROGER ANDRUS
MICHAEL A BECKER
HENRY G BISGAIER
SUSAN BUCKLEY
KEVIN J BURKE
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JAMES J CLARK
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BENJAMIN J COHEN
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LAURENCE T SORKIN
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INTERSTATE COMMERCE COMMISSION

September 5, 1989

SAMUEL ESTREICHER
RICHARD A MAHFOOD, Q C **
MICHAEL S SACKHEIM
JOHN J STANTON, JR
COUNSEL

FREDDY DRESSEN ***
EUROPEAN COUNSEL

WASHINGTON, D C OFFICE
1990 K STREET, N W
WASHINGTON D C 20006

EUROPEAN OFFICE
19 RUE FRANÇOIS 1ER
75008 PARIS, FRANCE

TELEX/CABLE
RCA 232184 WUT 127068
CAGO UR COTTOFRANK NYK
FACSIMILE 212-269-5420

* ADMITTED D C ONLY
** ALSO ADMITTED ENGLAND AND JAMAICA
*** ADMITTED FRANCE ONLY

TELEPHONE 212-701-3000

WRITER'S DIRECT NUMBER

(212) 701-3186

Re: The Empire District Electric Company
Documents for Recordation

Dear Secretary:

Enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code, please find two copies of the document described below. Executed copies of the document are not available. I have therefore enclosed affidavits from the Company to the effect that the enclosed documents are true, correct and complete, conformed copies of the original.

This document is a mortgage and deed of trust, a primary document, dated as of September 1, 1944.

The names and addresses of the parties are as follows:

Mortgagor: The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri

Trustees: Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois; The Joplin National Bank and Trust Company, Joplin, Missouri

Included in the property covered by this document are railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or

Original
mt 1989

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its successors, including 125 railroad cars identified as: Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A short summary of the document to appear in the index follows: Mortgage and deed of trust between The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri, as mortgagor, and Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois and The Joplin National Bank and Trust Company, Joplin, Missouri, dated as of September 1, 1944, and covering real and personal property, including all rolling stock owned or acquired by mortgagor, including 125 Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A fee of $13.00 is enclosed. Please return any documents not needed by the Commission for recordation to the undersigned. If you have any questions about this filing, please do not hesitate to call me at (212) 701-3186.

Very truly yours,

Jonathan Gilbert

Jonathan Gilbert

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

By Hand

CAHILL GORDON & REINDEL

EIGHTY PINE STREET

NEW YORK, N.Y. 10005

FLOYD ABRAMS
ROGER ANDRUS
MICHAEL A BECKER
HENRY G BISGAIER
SUSAN BUCKLEY
KEVIN J BURKE
P KEVIN CASTEL
JAMES J CLARK
WALTER C CLIFF P C
BENJAMIN J COHEN
JOSEPH P CONWAY
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GARY W WOLF
JOHN R YOUNG

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RICHARD A MAHFOOD, Q C **
MICHAEL S SACKHEIM
JOHN J STANTON, JR
COUNSEL

FREDDY DRESSEN ***
EUROPEAN COUNSEL

WASHINGTON, D C OFFICE
1990 K STREET, N W
WASHINGTON, D C 20006

EUROPEAN OFFICE
19 RUE FRANÇOIS IER
75008 PARIS, FRANCE

TELEX/CABLE
RCA 232184 WUT 127068
CAGO UR COTTOFRANK NYK
FACSIMILE 212-269-5420

* ADMITTED D C ONLY
** ALSO ADMITTED ENGLAND AND JAMAICA
*** ADMITTED FRANCE ONLY

TELEPHONE 212-701-3000

WRITER'S DIRECT NUMBER

(212) 701-3186

September 5, 1989

Re: The Empire District Electric Company-
Documents for Recordation

Dear Ms. Lee:

Enclosed for filing pursuant to Section 11303 of Title 49 of the U.S. Code, are an Indenture of Mortgage and Deed of Trust and fifteen supplemental indentures thereto of The Empire District Electric Company (the "Company"). Each document to be recorded is accompanied by a separate transmittal letter as required by 49 C.F.R. § 1177.3(d). Executed copies of these documents are not available; however, I have enclosed conformed copies of each document and attached to each document an affidavit of the Secretary-Treasurer of the Company attesting to its authenticity.

I have also enclosed a check payable to the Interstate Commerce Commission in the amount of $208, representing the filing fee for the 16 documents.

Please acknowledge receipt of these materials for filing on the enclosed copy of this letter and return it to the messenger.

If you have any questions about this filing, please do not hesitate to call me at (212) 701-3186.

Very truly yours,

Jonathan Gilbert

Jonathan Gilbert

Ms. Mildred Lee
Interstate Commerce Commission
Room 2303
Twelfth Street and Constitution Avenue, N.W.
Washington, D.C. 20423

[Enclosures]

cc: Mr. Virgil E. Brill

Interstate Commerce Commission

Washington, D.C. 20423

8 9/6/89

OFFICE OF THE SECRETARY

J Gilbert
Cahill, Gordon & Reindell
Eighty Pine Street
New York 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/6/89 at 2:15pm, and assigned recordation number(s). 16503

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Sincerely yours,

Noreta R. McGee

Noreta R. McGee
Secretary

Enclosure(s)

16503
RECORDATION NO _____ FILED 1425
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INTERSTATE COMMERCE COMMISSION

THE EMPIRE DISTRICT ELECTRIC COMPANY

to

HARRIS TRUST AND SAVINGS BANK

and

THE JOPLIN NATIONAL BANK AND TRUST COMPANY,

Trustees

Indenture of Mortgage and Deed of Trust

Dated as of September 1, 1944.

FIRST MORTGAGE BONDS

This Indenture is, among other things, a Chattel Mortgage.

COURT PRESS, 130 Cedar Street, N Y C.

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This Indenture is, among other things, a Chattel Mortgage.

INDENTURE, dated as of September 1, 1944, between THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois, and having its principal place of business at No. 115 West Monroe Street, in the City of Chicago, Illinois, and THE JOPLIN NATIONAL BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the United States of America, and having its principal place of business in the City of Joplin, Missouri (hereinafter sometimes called respectively the "Principal Trustee" and the "Missouri Trustee", and together the "Trustees" and each thereof a "Trustee"), as Trustees, parties of the second part.

WHEREAS the Company is authorized by law, and deems it necessary from time to time, to borrow money for its proper corporate purposes, to issue its bonds therefor, and to mortgage its properties to secure the payment thereof, and to that end, in the exercise of said authority, has duly authorized and directed the creation of an issue of its bonds of one or more series, to be designated generally as "First Mortgage Bonds" (hereinafter called the "bonds") of substantially the form and containing the terms hereinafter in this mortgage and deed of trust provided or permitted, and in order to secure the payment of the principal of and interest on said bonds, to provide for the authentication and delivery thereof by the Principal Trustee and to establish and declare the terms and conditions upon which the bonds are to be issued and secured, the Company has duly authorized and directed the execution of a mortgage and deed of trust substantially in the form hereof; and

WHEREAS the texts of the coupon bonds, of the coupons to be attached thereto, of the fully registered bonds without coupons, and of the certificate of authentication of the Principal Trustee to be executed thereon, are to be substantially in the following forms, respectively, with such appropriate omissions, insertions and variations as are in this mortgage and deed of trust (hereinafter sometimes called this Indenture) provided or permitted:

[GENERAL FORM OF COUPON BOND]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND,

. . .% SERIES DUE ....

Due .....

No. ..... $.....

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), for value received, promises to pay to bearer, or in case this bond be registered, to the registered owner hereof, on , Dollars ($), at its office or agency in , and semi-annually on and in each year, to pay interest thereon at said office or agency, at the rate of % per annum from the date hereof until the Company's obligation with respect to such principal sum shall be discharged, but, until maturity, only upon presentation and surrender of the annexed coupons as they become due. Both the principal of and the interest on this bond shall be payable 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.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, 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 mortgage and deed of trust (hereinafter called the Indenture), dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as Trustees (hereinafter called the Trustees), to which Indenture (and to all indentures supplemental thereto) 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 coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue 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 and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however,* that without the consent of the holder hereof no such modification or alteration 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 effect any other modification of the terms of payment of such principal or interest 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 his bonds, or will 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, % Series due of the Company.

[Here insert reference to voluntary redemption if bonds of a particular series are so redeemable, and to sinking fund if such bonds are entitled thereto.]

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

This bond shall pass by delivery unless the same shall have been registered as to principal in accordance with the provisions hereof. This bond may be registered as to principal in the owner's name on the books of the Company kept for such purpose by the Company at its office or agency in , such registry being noted hereon by the Company's registrar. After such registration no transfer hereof shall be valid unless made on the Company's books by the registered owner or by his attorney thereunto duly authorized and similarly noted hereon, but this bond may be discharged from registry by being transferred to bearer, after which it shall be transferable by delivery, but it shall be subject to successive registrations and transfers to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, which shall always be payable to bearer and

transferable by delivery. The Company and the Trustees and any paying agent may deem and treat the bearer of this bond, if it be not registered as to principal, and the bearer of any coupon hereunto appertaining, or if this bond be registered as herein authorized, the person in whose name the same is registered, as the absolute owner for the purpose of receiving payment and for all other purposes.

[Here insert provisions for exchangeability, if any.]

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

Neither this bond nor any of the annexed interest coupons shall be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor as a Trustee under the Indenture.

In Witness Whereof, The Empire District Electric Company has caused this bond to be signed in its name by its President or a Vice-President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile signature of its Treasurer to be annexed hereto, all as of , 19 .

The Empire District Electric Company,

By .....
Vice-President.

Attest:

.....
Assistant Secretary.

[GENERAL FORM OF COUPON]

$.....

On the day of , 19 (unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof duly provided for), The Empire District Electric Company will pay to bearer, upon surrender hereof, at its office or agency in

, Dollars ($) 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, being six months' interest then due on its First Mortgage Bond, % Series due , No. .

.....
Treasurer.

(Reference to redemption shall be omitted from coupons attached to bonds of any series that are not redeemable prior to the maturity of such coupons.)

[GENERAL FORM OF FULLY REGISTERED BOND WITHOUT COUPONS]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND,

....% SERIES DUE .....

Due .....

No. ..... $.....

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), for value received, promises to pay to , or registered assigns, on , , Dollars ($) at its office or agency in , and semi-annually on and in each year, to pay interest thereon at said office or agency, at the rate of % per annum from the semi-annual interest payment date next preceding the date of this bond (unless this bond be dated on an in-

terest payment date, in which case from the date hereof; or unless this bond be dated prior to the first interest payment date in respect thereof, in which case from the beginning of the first interest period for bonds of this series, and except that if this bond is delivered on a transfer or exchange of or in substitution for another bond or bonds it shall bear interest from the last preceding date to which interest shall have been paid on the bond or bonds in respect of which this bond is delivered), until the Company's obligation with respect to such principal sum shall be discharged. Both the principal of and the interest on this bond shall be payable 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.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, 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 mortgage and deed of trust (hereinafter called the Indenture), dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as Trustees (hereinafter called the Trustees), to which Indenture (and to all indentures supplemental thereto) 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 coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue 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 and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture: *provided, however*, that without the consent of the holder

hereof no such modification or alteration 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 effect any other modification of the terms of payment of such principal or interest 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 his bond, or will 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, % Series due of the Company.

[Here insert reference to voluntary redemption if bonds of a particular series are so redeemable, and to sinking fund if such bonds are entitled thereto.]

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

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in , upon surrender and cancellation of this bond, and thereupon a new fully registered bond without coupons of the same series and maturity, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company will pay the interest on any fully registered bond without coupons only to or upon the order of the owner registered on the Company's books at the date interest is payable on such bond, according to the terms thereof. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes.

[Here insert provisions for exchangeability, if any.]

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the

enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor as a Trustee under the Indenture.

In Witness Whereof, The Empire District Electric Company has caused this bond to be signed in its name by its President or a Vice-President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary.

Dated

The Empire District Electric Company,

By .....
Vice-President.

Attest:

.....
Assistant Secretary.

[Form of coupon bond, 3½% series due 1969]

No. $1,000

THE EMPIRE DISTRICT ELECTRIC COMPANY

First Mortgage Bond,

3½% Series Due 1969

Due September 1, 1969

No. $1,000.00

The Empire District Electric Company, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), for value received, promises to pay to bearer, or in case this

bond be registered, to the registered owner hereof, on September 1, 1969 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), One Thousand Dollars ($1,000), at its office or agency in the City of Chicago, Illinois, and semi-annually on the first day of March and the first day of September in each year, to pay interest thereon at said office or agency, or at the office or agency of the Company in the Borough of Manhattan, The City of New York, at the rate of 3½% per annum from the date hereof until the Company's obligation with respect to such principal sum shall be discharged, but, until maturity, only upon presentation and surrender of the annexed coupons as they become due. Both the principal of and the interest on this bond shall be payable 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.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, 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 mortgage and deed of trust (hereinafter called the Indenture), dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as Trustees (hereinafter called the Trustees), to which Indenture (and to all indentures supplemental thereto) 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 coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue 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 and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75%

in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however,* that without the consent of the holder hereof no such modification or alteration 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 effect any other modification of the terms of payment of such principal or interest 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 his bonds, or will 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, 3½% Series due 1969, of the Company.

The bonds of this series are subject to redemption at any time prior to maturity, upon at least 30 days' prior notice, in whole, or in part by lot, at the option of the Company, all as more fully provided in the Indenture, at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning September 1 in each of the following years:

Beginning September 1	*Percentage*	*Beginning September 1*	*Percentage*
1944	110.42%	1957	105.6%
1945	110.4%	1958	105.2%
1946	110.1%	1959	104.8%
1947	109.8%	1960	104.4%
1948	109.4%	1961	103.9%
1949	109.1%	1962	103.5%
1950	108.8%	1963	103.1%
1951	108.4%	1964	102.4%
1952	108.1%	1965	101.9%
1953	107.7%	1966	101.5%
1954	106.7%	1967	101.0%
1955	106.3%	1968	100.0%
1956	106.0%		

together in each case with accrued interest to the date fixed for redemption.

The bonds of this series are entitled to the benefit of the Sinking Fund provided for in the Indenture and, in the manner and to the extent provided in the Indenture, any one or more of the bonds of this series are subject to redemption through the operation of said Sinking Fund on any March 1 or September 1 prior to maturity, upon similar notice, at the following percentages of the principal

amount thereof, during the respective twelve months' periods beginning September 1 in each of the following years:

Beginning September 1	*Percentage*	*Beginning September 1*	*Percentage*
1944	107.0%	1957	104.0%
1945	106.8%	1958	103.8%
1946	106.6%	1959	103.5%
1947	106.4%	1960	103.2%
1948	106.2%	1961	102.9%
1949	106.0%	1962	102.5%
1950	105.8%	1963	102.2%
1951	105.5%	1964	101.9%
1952	105.3%	1965	101.5%
1953	105.1%	1966	101.2%
1954	104.8%	1967	100.8%
1955	104.6%	1968	100.0%
1956	104.3%		

If this bond shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon from and after the date of redemption fixed in the notice thereof.

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

This bond shall pass by delivery unless the same shall have been registered as to principal in accordance with the provisions hereof. This bond may be registered as to principal in the owner's name on the books of the Company kept for such purpose by the Company at its office or agency in the City of Chicago, Illinois, such registry being noted hereon by the Company's registrar. After such registration no transfer hereof shall be valid unless made on the Company's books by the registered owner or by his attorney thereunto duly authorized and similarly noted hereon, but this bond may be discharged from registry by being transferred to bearer, after which it shall be transferable by delivery, but it shall be subject to successive registrations and transfers to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, which shall always be payable to bearer and transferable by delivery. The Company and the Trustees and any paying agent may deem and treat the bearer of this bond, if it be not registered as to principal, and the bearer of any coupon hereunto appertaining, or if this bond be regis-

tered as herein authorized, the person in whose name the same is registered, as the absolute owner for the purpose of receiving payment and for all other purposes.

The holder of this bond, at his option, may surrender the same, alone or with other bonds of the same series and maturity, with all unmatured coupons attached thereto, at the above mentioned office or agency of the Company, for cancellation and exchange for one or more fully registered bonds without coupons, of the same aggregate principal amount and of the same series and maturity, which fully registered bond or bonds without coupons may in turn be re-exchanged for a coupon bond or bonds of the same aggregate principal amount and of the same series and maturity, all as provided in the Indenture. Upon each such exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

Neither this bond nor any of the annexed interest coupons shall be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor as a Trustee under the Indenture.

In Witness Whereof, The Empire District Electric Company has caused this bond to be signed in its name by its President or a Vice-President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile

signature of its Treasurer to be annexed hereto, all as of September 1, 1944.

THE EMPIRE DISTRICT ELECTRIC COMPANY,

By .....
Vice-President.

Attest:

.....
Assistant Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 3½% SERIES DUE 1969]

$17.50

On the 1st day of , 19 (unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof duly provided for), The Empire District Electric Company will pay to bearer, upon surrender hereof, at its office or agency in the City of Chicago, Illinois, or at its office or agency in the Borough of Manhattan, The City of New York, Seventeen Dollars and Fifty Cents ($17.50) 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, being six months' interest then due on its First Mortgage Bond, 3½% Series due 1969, No. .

.....
Treasurer.

[FORM OF FULLY REGISTERED BOND WITHOUT COUPONS, 3½% SERIES DUE 1969]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND,

3½% SERIES DUE 1969

Due September 1, 1969

No. ..... $.....

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), for value received, promises to pay to

, or registered assigns, on September 1, 1969 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof),
Dollars ($) at its office or agency in the City of Chicago, Illinois, and semi-annually on the first day of March and the first day of September in each year, to pay interest thereon at said office or agency, at the rate of 3½% per annum from the semi-annual interest payment date next preceding the date of this bond (unless this bond be dated on an interest payment date, in which case from the date hereof; or unless this bond be dated prior to the first interest payment date in respect thereof, in which case from the beginning of the first interest period for bonds of this series, and except that if this bond is delivered on a transfer or exchange of or in substitution for another bond or bonds it shall bear interest from the last preceding date to which interest shall have been paid on the bond or bonds in respect of which this bond is delivered), until the Company's obligation with respect to such principal sum shall be discharged. Both the principal of and the interest on this bond shall be payable 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.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, 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 mortgage and deed of trust (hereinafter called the Indenture), dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as Trustees (hereinafter called the Trustees), to which Indenture (and to all indentures supplemental thereto) 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 coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein speci-

fied, 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 and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture); *provided, however,* that without the consent of the holder hereof no such modification or alteration 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 effect any other modification of the terms of payment of such principal or interest 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 his bonds, or will 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, 3½% Series due 1969, of the Company.

The bonds of this series are subject to redemption at any time prior to maturity, upon at least 30 days' prior notice, in whole, or in part by lot, at the option of the Company, all as more fully provided in the Indenture, at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning September 1 in each of the following years:

Beginning September 1	*Percentage*	*Beginning September 1*	*Percentage*
1944	110.42%	1957	105.6%
1945	110.4%	1958	105.2%
1946	110.1%	1959	104.8%
1947	109.8%	1960	104.4%
1948	109.4%	1961	103.9%
1949	109.1%	1962	103.5%
1950	108.8%	1963	103.1%
1951	108.4%	1964	102.4%
1952	108.1%	1965	101.9%
1953	107.7%	1966	101.5%
1954	106.7%	1967	101.0%
1955	106.3%	1968	100.0%
1956	106.0%		

together in each case with accrued interest to the date fixed for redemption.

The bonds of this series are entitled to the benefit of the Sinking Fund provided for in the Indenture and, in the manner and to the extent provided in the Indenture, any one or more of the bonds of this series are subject to redemption through the operation of said Sinking Fund on any March 1 or September 1 prior to maturity, upon similar notice, at the following percentages of the principal amount thereof, during the respective twelve months' periods beginning September 1 in each of the following years:

Beginning September 1	*Percentage*	*Beginning September 1*	*Percentage*
1944	107.0%	1957	104.0%
1945	106.8%	1958	103.8%
1946	106.6%	1959	103.5%
1947	106.4%	1960	103.2%
1948	106.2%	1961	102.9%
1949	106.0%	1962	102.5%
1950	105.8%	1963	102.2%
1951	105.5%	1964	101.9%
1952	105.3%	1965	101.5%
1953	105.1%	1966	101.2%
1954	104.8%	1967	100.8%
1955	104.6%	1968	100.0%
1956	104.3%		

If this bond shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon from and after the date of redemption fixed in the notice thereof.

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

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new fully registered bond without coupons of the same series and maturity, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company will pay the interest on any fully registered bond without coupons only to or upon the order of the owner registered on the Company's books at the date interest is payable on such bond, according to the terms thereof. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the

purpose of receiving payment and for all other purposes. This bond, alone or with other bonds of the same series and maturity, may in like manner be exchanged at such office or agency for one or more new fully registered bonds without coupons of the same series and maturity, in denominations approved by the Company, of the same aggregate principal amount, or the registered owner of this bond may at his option surrender the same for cancellation and exchange for a coupon bond or bonds of the same aggregate principal amount and of the same series and maturity with coupons attached maturing on and after the next ensuing interest date, which coupon bonds may in turn be re-exchanged for fully registered bonds without coupons of the same aggregate principal amount and of the same series and maturity, all as provided in the Indenture. Upon each such transfer, exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor as a Trustee under the Indenture.

In Witness Whereof, The Empire District Electric Company has caused this bond to be signed in its name by its President or a Vice-President, and its corporate seal

to be affixed hereto and attested by its Secretary or an Assistant Secretary.

Dated

THE EMPIRE DISTRICT ELECTRIC COMPANY,

By .....
Vice-President.

Attest:

.....
Assistant Secretary.

[FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

HARRIS TRUST AND SAVINGS BANK,
As Trustee,

By .....
Authorized Officer.

AND WHEREAS all the requirements of law and of the charter and by-laws of the Company, including all requisite action on the part of its stockholders, directors and officers, relating to the execution of this Indenture have been complied with and observed; and all things necessary to make said bonds, when duly executed by the Company and authenticated by the Principal Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to make this Indenture a valid and binding mortgage and deed of trust for the security of all bonds from time to time issued hereunder, in accordance with its terms, have happened, been done, and been performed;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of the mutual covenants herein contained and of the purchase and accept-

ance by the holders thereof of the bonds at any time issued hereunder, and of One Dollar ($1) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on all bonds from time to time outstanding hereunder, according to the terms of said bonds and of the coupons attached thereto, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and to declare the terms and conditions upon and subject to which said bonds are and are to be issued and secured, hath granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents doth grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as Trustees, and their respective successor or successors in the trust and its or their assigns forever, the following property—that is to say:

All property, real, personal and mixed, tangible and intangible, owned by the Company on the date of the execution hereof or which may be hereafter acquired by it (except such property as is hereinafter expressly excepted from the lien and operation of this Indenture).

The property covered by the lien of this Indenture shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property (except such property as is hereinafter expressly excepted from the lien and operation of this Indenture):

PART FIRST

(Plants)

The following electric generating plants, steam plants, pressure pipe lines, gravity pipe lines, reservoir sites, power sites, substations and other properties of the Company,

including (save as to properties hereinafter specifically excepted) all dams, power houses, transmission lines, buildings, forebays, reservoirs, races, raceways, pipes, head works, structures and works, and the lands of the Company on which the same are situated, and all the Company's lands, easements, rights, rights-of-way, water rights, rights to the use of water, including all of the Company's right, title and interest in and to any and all decrees therefor, flowage rights, flooding rights, permits, franchises, consents, privileges, licenses, poles, towers, wires, switch racks, insulators, pipes, machinery, engines, boilers, motors, coal and handling equipment, smoke stacks and breechings, pumps, oil tanks and oil heaters, regulators, instruments, meters, chlorinating equipment, stokers, gas and oil burners, generators, condensers, air compressors, exciters, transformers, water wheels, governors, frequency chargers, cooling towers, communication equipment, water treating and filtering equipment, office furniture and fixtures, tools, appliances, equipment, appurtenances and supplies, forming a part of or appertaining to said plants, sites, stations or other properties, or any of them, or used or enjoyed, or capable of being used or enjoyed in conjunction or connection therewith, all situated in the States of Kansas and Missouri and the counties thereof, more particularly described as follows:

Cherokee County, Kansas

1. Riverton Steam Plant:

   A tract of land in County of Cherokee, State of Kansas, a parcel of twenty (20) acres of land out of the Northeast Quarter (¼) of the Northwest Quarter (¼) of Section twenty (20), Township thirty-four (34), Range twenty-five (25), East of the Sixth (6th) P. M., Cherokee County, Kansas, and lying West of the land in said Forty (40) acres now or formerly owned by The Spring River Power Company, and North of the right of way of the St. Louis and San Francisco Railroad Company;

And also a lease for the term of fifty (50) years from the 2nd day of October, 1909, of the following described premises situate in the County of Cherokee and State of Kansas, to wit: A strip of land twenty (20) feet in width and approximately one thousand and seventy-one (1071) feet in length, measured Westerly from the low water mark on the East bank of Spring River, and lying immediately South of the North right of way line of The Kansas City, Fort Scott and Memphis Railway Company, in the Northwest Quarter (¼) of Section twenty (20), Township thirty-four (34), Range twenty-five (25), together with the right to take water from Spring River; all of which is more particularly described in a certain Indenture of Lease bearing the above date, between The Kansas City, Fort Scott and Memphis Railway Company and St. Louis and San Francisco Railroad Company as the parties of the first part, and Milan R. Bump, party of the second part;

And also a parcel of land situate in Cherokee County, Kansas, and described as follows: Commencing at a point one thousand one hundred and thirty-five (1135) feet South of the Northwest corner of the Northwest Quarter of Section twenty (20), Township thirty-four (34) South, Range twenty-five (25) East of the Sixth (6th) P. M., Cherokee County, Kansas; thence in a Northeasterly direction one thousand three hundred and eighty-two (1382) feet; thence South seven hundred and seven (707) feet; thence Southwesterly, parallel with and adjacent to the North side of the right of way of the Saint Louis and San Francisco Railroad four hundred and ninety (490) feet; thence North fifty (50) feet; thence Southwesterly parallel with and adjacent to the above mentioned right of way six hundred and twenty-five (625) feet; thence North ninety-seven and eight-tenths (97.8) feet; thence West two hundred and sixty-four (264) feet; thence North four hundred and seventy-three (473) feet to place of beginning, containing twenty (20) acres more or less;

Also a tract of land situate in Cherokee County, Kansas, described as follows: Commencing at the

Southeast corner of the Northwest Quarter of the Northwest Quarter of Section Twenty (20), Township Thirty-four (34) South, Range Twenty-five (25) East of Sixth (6th) P. M.; thence South one hundred (100) feet; thence Northeasterly along the North side of the St. Louis and San Francisco Railway Company's right of way, and immediately adjacent thereto, Three hundred and sixty-four (364) feet; thence West Three hundred and fifty (350) feet to the place of beginning, containing four tenths (.4) acres, more or less;

Also all of the certain tract of land described as commencing at the northwest corner of Section twenty (20) in Township thirty-four (34), south of Range twenty-five (25) east of the Sixth Principal Meridian, and running thence east two thousand two hundred and ninety-six (2296) feet; thence southerly fifty-eight and seven tenths (58.7) feet; thence west nine hundred and sixty (960) feet; thence south one thousand three hundred and seventy three (1373) feet; thence southwesterly along the north side of the St. Louis & San Francisco right of way and adjacent thereto four hundred and eighty (480) feet; thence north fifty (50) feet; thence southwesterly along the north side of said right of way six hundred and thirty-six (636) feet; thence north forty-seven and eight tenths (47.8) feet; thence west two hundred and sixty-four (264) feet and thence north one thousand six hundred and thirty-eight and six-tenths (1638.6) feet to the place of beginning, containing forty-seven and nine hundred and thirty-nine one thousandths (47.939) acres;

Also the certain other tract of land described as commencing at a point twenty-five (25) feet north of the southwest corner of the above described northwest quarter of said Section twenty (20) and running thence east one thousand six hundred and thirty-six and six tenths (1636.6) feet; thence northerly two hundred and forty two and six tenths (242.6) feet along the west bank of

Spring River, thence northeasterly five hundred and twelve (512) feet; thence northerly four hundred and seventy-five (475) feet, thence southwesterly four hundred and fifty (450) feet, thence northwesterly one hundred and ninety one (191) feet; thence southwesterly one hundred and seventy (170) feet; thence northwesterly sixteen and one-half (16½) feet; thence southwesterly adjacent to the south side of the right of way of the St. Louis & San Francisco Railway five hundred and seventy (570) feet; thence south fifty (50) feet; thence southwesterly nine hundred (900) feet; thence south five hundred and ninety (590) feet to the place of beginning; containing thirty-eight and two hundred and sixty-eight one thousandths (38.268) acres;

Also beginning at a point where the South right of way line of the St. Louis and San Francisco Railroad Company intersects the low water mark on the West bank of Spring River in said Section Twenty (20); thence westerly Four Hundred Fifty (450) feet along the South right of way line of said Railroad Company; thence Southerly at right angles to said right of way line One Hundred Ninety-one (191) feet; thence easterly and parallel with said Railroad Company's right of way to the low water mark on the West bank of Spring River; thence Northerly following said low water mark along the West bank of Spring River to the place of beginning, containing Two (2) acres;

Also a strip of land One (1) rod wide, beginning at a point on the South line of the right of way of the aforesaid Railroad Company Four Hundred Fifty (450) feet West of the low water mark on the West bank of Spring River; thence West along said Railroad Company's right of way Six Hundred Sixteen (616) feet; thence South Sixteen and one-half (16½) feet; thence East Six Hundred Sixteen (616) feet; thence North Sixteen and one-half (16½) feet to the place of beginning, containing one-fourth (¼) of an acre, more or less, as described in tract #26 in a deed dated March 28, 1917, signed by The Spring River Power Company, and recorded in the office of the Register of Deeds in Cherokee County in Book 82, pages 411-424.

2. Lowell Hydraulic Plant and Reservoir:

A tract of land in County of Cherokee, State of Kansas: all the property, real, personal and mixed, of whatsoever kind, character and description, which the Company has acquired from The Spring River Power Company by deed dated the 28th day of March, 1917, and recorded in Book 82, at pages 411-424, of the records of the Register of Deeds of the County of Cherokee, State of Kansas, and recorded in Book 289 at page 120 of the records of the Recorder of Deeds of the County of Jasper, State of Missouri. *Except* a tract of land taken by U. S. War Office Dept. for site for ordnance works known as the Jayhawk Ordnance Works, and described as follows:

A tract of land in County of Cherokee, State of Kansas: all that land in the Northwest quarter (NW¼) of the Northwest quarter (NW¼) lying west of Spring River, in Section 3, Township 34 South, Range 25 East, Sixth Principal Meridian, containing 7 acres, more or less; also all that land in the East half (E½) of the Northeast quarter (NE¼) lying north of Spring River and north and west of the Bayou across said land, in Section 9, Township 34 South, Range 25 East, Sixth Principal Meridian, containing 32 acres, more or less; also all that land in the Northwest quarter (NW¼) of the Northwest quarter (NW¼) lying north and east of the right-of-way of the Missouri, Kansas and Texas Railroad, in section 9, Township 34 South, Range 25 East, Sixth Principal Meridian, containing 31.5 acres, more or less; also all that land in the Southeast quarter (SE¼) of the Northwest quarter (NW¼) lying south of the road, Section 3, Township 34 South, Range 25 East, Sixth Principal Meridian, containing 18 acres, more or less; also all that part of the west half (W½) of the Southeast Quarter (SE¼) and the East Half (E½) of the Southwest Quarter (SW¼) of Section 3 lying between the established highway over and through these lands and the west bank of Spring River; all that land in the northwest corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 3

lying north and west of the said highway; all in Township 34 South, Range 25 East of the Sixth Principal Meridian, Cherokee County, Kansas; containing 9.5 acres, more or less; also two acres, more or less, lying adjacent to and on the north bank of Spring River, being a part of the Southwest quarter (SW¼) of the Northeast Quarter (NE¼) of Section 9; 3.65 acres, more or less, lying adjacent to and on the west bank of Spring River, heretofore deeded to the Spring River Power Company, being in part of the Southeast Quarter (SE¼) of the Northwest quarter (NW¼) and North half (N½) of the Southwest Quarter (SW¼) of Section 9; all in Township 34 South, Range 25 East of the Sixth Principal Meridian, Cherokee County, Kansas; containing 5.65 acres, more or less; also that part of the Southeast quarter (SE¼) of the Northwest quarter (NW¼) of Section 3 lying north of Spring River; that part of the Northwest Quarter (NW¼) of the Northwest quarter (NW¼) of Section 3 lying east of Spring River, excepting thereout and therefrom the following: Beginning at the northeast corner of the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of said Section 3, thence south 60 rods, thence west to the east bank of the bayou, thence northwesterly along the east bank of the bayou to the north line of said Section 3, thence east to the point of beginning; all in Township 34 South, Range 25 East of the Sixth Principal Meridian, Cherokee County, Kansas; containing 32 acres, more or less, as described in the case of United States of America Plaintiff vs. 1,887 acres of land more or less, situated in Cherokee County, State of Kansas, and William Franklin Burrows, et al., Defendants. Civil Action No. 1243 in the District Court of the United States for the District of Kansas, Third Division, and in the case of United States of America, Plaintiff vs. 233.50 acres of land more or less, situated in Cherokee County, State of Kansas and T. C. Edens, et al., Defendants, Civil Action No. 1262 in the District Court of the United States for the District of Kansas, Third Division.

CEDAR COUNTY, MISSOURI

3. CAPLINGER MILLS HYDRAULIC PLANT AND RESERVOIR:

A tract of land in County of Cedar, State of Missouri: A tract of land located in the Northwest Quarter of the Southeast Quarter (SE¼) Section Sixteen (16) Township Thirty five (35) Range Twenty Six (26), Cedar County, Missouri, described as follows: Beginning at a point Twenty Eight (28) feet West of the Southeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Sixteen (16) Township Thirty-Five (35) Range Twenty-Six (26), thence in a Northwesterly direction to a point Four Hundred One (401) feet North and One Hundred Forty-five (145) feet west of the Southeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Sixteen (16) Township Thirty Five (35) Range Twenty-Six (26), thence west to the East bank of Sac River, thence in a Southeasterly direction with the River to a point directly west of the Southeast Corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) Section Sixteen (16), thence East to a point Twenty-eight (28) feet directly west of the Southeast corner of Northwest Quarter of the Southeast Quarter (SE¼) of Section Sixteen (16) to place of beginning, all in Section Sixteen (16) Township Thirty Five (35) Range Twenty-six (26), Cedar County, Missouri;

Also all that part of the Southwest Quarter of the Southeast quarter of Section Sixteen (16) in Township Thirty-five (35) of Range Twenty-six (26) within the following boundaries: Beginning Sixty (60) feet South of the Northeast corner of said Southwest quarter of the Southeast quarter, thence West along the present iron bridge across the Sac River to the west end of said bridge, thence South to the north wall of the mill building, thence East to the northeast corner of said mill building wall, thence South along the east side of the mill wall to the Southeast corner of mill

wall, thence South along the river bank at the water's edge, following the meandering of the water's edge to a point where the west or south bank of said river crosses the East line of the Southwest quarter of the Southeast quarter, thence North to the place of beginning;

Also beginning at a point Fifteen Hundred Thirty-nine (1539) Feet south of the Northeast Corner of the Southeast Quarter (SE¼) of Section Sixteen (16) Township Thirty-five (35) Range Twenty Six (26); thence South Four Hundred Forty-one (441) feet, thence West Three Hundred Ninety Nine (399) feet, thence North Four hundred Forty one (441) feet, thence East to place of beginning; containing five (5) acres more or less.

DADE COUNTY, MISSOURI

4. GREENFIELD OIL ENGINE PLANT:

A tract of land in County of Dade, State of Missouri; Beginning eight hundred and seven (807) links south of northwest corner of east half (E½) of northeast quarter (NE¼) of Section twenty-four (24), Township thirty-one (31), Range twenty-seven (27), this being the southeast corner of a two (2) acre tract of land formerly deeded by Cyrus McCulloh to Benjamin R. R. Ragsdale, running thence west four hundred and fifty (450) links, thence south four hundred (400) links to the north boundary line of College Street, thence east four hundred and fifty (450) links, thence north four hundred (400) links to place of beginning, one and eighty-hundredths (1.80) acres, except railroad right-of-way; this being the same tract as Lot three (3) in Block seven (7), Union Addition to the City of Greenfield, Missouri, and being the same Lot erroneously described in former deeds as Lot eight (8) in Block (2), Union Addition to Greenfield.

Also the west ten (10) feet of the south two hundred (200) feet of Lot nine (9) in Block Three (3) in Union Addition to Greenfield, Missouri, said tract lying adjacent to and immediately east of the south two hundred (200) feet of the said Lot three (3) in Block seven (7), hereinabove described.

NEWTON COUNTY, MISSOURI

5. GRAND FALLS HYDRAULIC PLANT AND RESERVOIR:

A tract of land in County of Newton, State of Missouri: All that part of the Northeast Quarter (¼) of the Southwest Quarter (¼) of Section twenty-eight (28), Township twenty-seven (27) North, Range thirty-three (33) East, in Newton County, Missouri, described as follows:

Beginning at a point three hundred and twenty-eight (328) feet North of the South line and three hundred and thirty-two and six-tenths (332.6) feet West of the East line of said Quarter (¼) quarter (¼) section; thence North, along a line parallel to the East line of said Quarter (¼) quarter (¼) section, six hundred and thirty-two (632) feet more or less, to a point in the Westerly bank of Shoal Creek; thence in a southeasterly direction, along the Westerly bank of Shoal Creek, three hundred and seventy (370) feet more or less, to a point in the northerly face of the North wall of the Water Power House now or formerly of the Southwest Missouri Light Company; thence in a westerly direction, along the northerly face of the North wall of said Water Power House, five (5) feet more or less, to the Northwest corner of said Water Power House; thence in a Southeasterly direction, along the Westerly face of the West Wall of said Water Power House, five (5) feet more or less, to a point in the southerly face of the South wall of the building formerly proposed to be occupied as a portion of the Southwestern Ice Company's plant; thence in a Southwesterly direction along the southerly face of the south wall of said

building so to be occupied as a portion of the said Ice plant and the Southwesterly prolongation of the Southerly face of said South wall, sixty-eight (68) feet more or less to a point which is two hundred and sixteen and six-tenths (216.6) feet West of the East line of the Northeast Quarter (¼) of the Southwest Quarter (¼) of said Section twenty-eight (28); thence in a southerly direction two hundred and eighty (280) feet more or less to a point which is three hundred and twenty-eight (328) feet North of the South line and two hundred and seven and six-tenths (207.6) feet West of the East line of said Quarter (¼) quarter (¼) section; thence West one hundred and twenty-five (125) feet to the point of beginning, containing one and fifty-two hundredths (1.52) acres more or less;

Also Ten (10) acres off the East side of the Northeast Quarter (¼) of the Southwest Quarter (¼) of Section numbered twenty-eight (28), in Township numbered twenty-seven (27), Range numbered thirty-three (33), situate in Newton County, Missouri, *except* a certain tract or parcel of land out of said ten (10) acres which said exception and reservation is specifically mentioned in the deed dated the 28th day of August, in the year One thousand nine hundred and six from the Southwest Missouri Light Company to the Consolidated Light, Power & Ice Company, the said excepted and reserved parcel of land being the same property specifically set forth and comprehended in the 1.52 acres above;

Also the following described lots and parcels of land, in Newton County, Missouri, to wit:

Part of the Northwest Quarter (¼) of the South-east Quarter (¼) of Section numbered twenty-eight (28), Township numbered twenty-seven (27), Range numbered thirty-three (33), described as follows: Beginning at a flint stone, it being the Northwest corner of the said Northwest Quarter (¼) of the said South-east Quarter (¼); thence running East ten (10) rods to a limestone; thence South twenty-three (23)

degrees, fifteen (15) minutes East, Forty-four (44) rods and twenty-two (22) links to a limestone; thence West three (3) rods to a limestone; then South twenty-one (21) degrees, fifteen (15) minutes East, nine (9) rods fourteen and one-half (14½) links to a limestone; thence South fifty-eight (58) degrees West, thirty-two (32) rods nineteen (19) links to a flint stone on the Quarter (¼) Section line dividing the Southwest Quarter (¼) from the Southeast Quarter (¼) of said Section, thence North on said quarter section line sixty-seven (67) rods one (1) link to place of beginning, containing eight (8) acres more or less, and including the water power known as Grand Falls, with all rights appertaining thereto;

Also part of the Southwest Quarter (¼) of the Northeast Quarter (¼) of Section numbered twenty-eight (28), Township numbered twenty-seven (27), Range numbered thirty-three (33), described as follows, to wit: Beginning at the Southwest corner of said tract, thence running East on South line thereof one hundred and sixty-five (165) feet, thence Northeasterly on a straight line to a point three hundred (300) feet South, and two hundred (200) feet East of the Northwest corner thereof; thence Northeasterly on a straight line to a point on the North line of said Forty, one hundred and twenty-five (125) feet West of the Northeast corner of the West half (½) thereof, thence West on North line to Northwest corner of said Forty; thence South on West line thereof to place of beginning, containing seven (7) acres more or less;

Also part of the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section numbered twenty-eight (28) township twenty-seven (27), Range numbered thirty-three (33), lying and being South of a stream of water known as Shoal Creek and situate South of the center of the main channel thereof.

POLK COUNTY, MISSOURI

6. BOLIVAR OIL ENGINE PLANT:

A tract of land in County of Polk, State of Missouri, bounded and described as follows: Beginning at the North end of all that part of the Southwest quarter of the Southeast quarter of Section 2, Township 33, Range 23, lying West of the right of way of the St. Louis and San Francisco Railroad, thence South along the West line of said Southwest quarter of the Southeast quarter a distance of 408 feet, thence due East to the West line of said railroad right of way, thence Northwesterly with said West line of railroad right of way to the place of beginning.

TANEY COUNTY, MISSOURI

7. OZARK BEACH HYDRAULIC PLANT AND RESERVOIR:

(a) A tract of land in the County of Taney, State of Missouri: starting at the southeast corner of Section 8, Township 23-N, Range 20-W; thence north along said Section line 3200 feet; thence west 1490 feet, more or less, to the northwest corner of Lot 26, Block 23 of the recorded plat of Powersite, Missouri, as shown on plat of survey of Blocks 1, 4, 7, and 23 of Powersite, Missouri, made by N. D. Wallace, County Surveyor on the 30th day of May, 1928, for a point of beginning; thence in a southwesterly direction along the western boundary of said Block 23, a distance of 1008 feet, more or less, to the south side of Lot 1 of said Block 23; thence west to the meander line of the right bank of White River descending; thence follow the meander line down stream to a point west of the point of beginning; thence east to the point of beginning.

Also a parcel of land situate in the County of Taney, State of Missouri, comprehending that part of lot No. four (4) in section numbered eight (8) in Township No. twenty-three (23) N. of Range Twenty (20) W., described as follows: Beginning at the southwest corner

of said lot numbered four (4), thence north with the west line of said lot numbered four (4), seven hundred and five (705) feet; thence east on a line parallel with the south line of said lot numbered four (4) to White River; thence up and with said river to the southeast corner of said lot numbered four (4), thence west with the south line of said lot numbered four (4) to the point of beginning, containing twenty-two and 34/100 (22.34) acres more or less. Said parcel being subject to the right of way of the public road as now located thereon.

(b) Also a strip of land one hundred and forty (140) feet wide bordering on White River off the west end of the south half of lot numbered twelve (12) and that part of the northwest corner of lot number nine (9) that comes within one hundred and forty (140) feet of the River, all in Section 8, Township 23 N., Range 20 W. on the right bank of White River descending along the entire length of said land and measured from the water's edge at normal stage of the river; the above parcel formerly being a portion of the property of Charles F. Breedon;

(c) Also all other property, real, personal or mixed of whatsoever kind, character and description, which the Company has acquired from Ozark Power & Water Company by deed dated April 14, 1927 and recorded in the office of the Recorder of Taney County in Book 85 at page 51.

PART SECOND

(Substations and Switching Stations)

The following electric substations, substation sites and switching stations of the Company, including all buildings, structures, towers, poles, lines, and all equipment, appliances and devices for transforming, converting and distributing electric energy, and all the right, title and interest of the Company in and to the land on which the same are situated, and all of the Company's lands, easements, rights-

of-way, rights, franchises, privileges, machinery, equipment, appliances, devices, appurtenances and supplies forming a part of said substations or switching stations or any of them, or used or enjoyed, or capable of being used or enjoyed, in conjunction or connection with any thereof, all situated in the States of Kansas and Missouri and the counties thereof, more particularly described as follows:

CHEROKEE COUNTY, KANSAS

1. SUBSTATION #26. BAXTER SPRINGS:

A tract of land in the County of Cherokee, State of Kansas, Lot No. Six (6), in Block Three (3), Omahas First (1st) Addition to the City of Baxter Springs, Kansas.

2. SUBSTATION #66:

A tract of land in the County of Cherokee, State of Kansas, beginning at the point of intersection of the north line of public highway running east and west along the south side of Section seven (7), and the west line of public highway running north and south along the east side of said Section seven (7), thence running north one hundred (100) feet, thence running west parallel to the north line of public highway on the South side of said Section one hundred (100) feet, thence southerly parallel to the west line of public highway on the east side of said Section one hundred (100) feet, thence east along the north line of public highway on the south side of said Section one hundred (100) feet to place of beginning, in Township thirty-two (32) south, Range twenty-four (24), east of the Sixth Principal Meridian, Cherokee County, Kansas, and being a part of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of said Section seven (7), Township thirty-two (32), Range twenty-four (24) East.

3. Galena City Substation:

A tract of land in County of Cherokee and State of Kansas; a parcel of land beginning at the center of Main Street and Section line (South Street) in the City of Galena; thence West on Section line a distance of two hundred and seventy-six (276) feet to the East line of Short Street; thence turning to the left with an angle of ninety (90) degrees and ten (10) minutes, and running South on the East line of Short Street a distance of one hundred and fifty-three (153) feet to the Northwest corner of lot; thence turning with an angle of ninety (90) degrees to the left a distance of one hundred and ten (110) feet; thence turning to the right with an angle of ninety (90) degrees a distance of seventy-five (75) feet; thence turning to the right with an angle of ninety (90) degrees and running West on the North line of Eighth Street a distance of one hundred and ten (110) feet; thence turning to the right with an angle of ninety (90) degrees and running on the East line of Short Street a distance of seventy-five (75) feet to the Northeast corner of lot, being a part of the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section twenty-three (23), Township thirty-four (34), Range twenty-five (25).

Cedar County, Missouri

4. Stockton Substation:

A tract of land in County of Cedar, State of Missouri: all of Lot Four (4), Block 21, Original Town of Stockton, Missouri; and part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section 9, Township 34, Range 26, described as beginning 113 feet South of Northwest corner of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section 9, Township 34, Range 26; thence South 457 feet; thence East 40 feet; thence North 80 feet; thence East 160 feet; thence North 377 feet; thence West 200 feet to beginning.

CHRISTIAN COUNTY, MISSOURI

5. THE NIXA SUBSTATION:

A tract of land in County of Christian, State of Missouri: all of one acre in the Northeast corner of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Twelve (12), Township Twenty-seven (27), Range Twenty-Two (22), described as beginning at the Northeast corner of said Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of said Section Twelve (12), thence South Two hundred nine (209) feet, thence West Two hundred nine (209) feet, thence North Two hundred nine (209) feet, thence East Two hundred nine (209) feet to the place of beginning.

GREENE COUNTY, MISSOURI

6. THE MARSHFIELD JUNCTION SWITCHING STATION:

A tract of land in County of Greene, State of Missouri, seventy-five (75) feet square, in the southeast (SE) corner of the southeast quarter of the southeast quarter (SE¼ SE¼) of Section Seventeen (17), Township Thirty (30), Range Twenty-three (23), after the highway rights of way are taken off, so that the south line of the tract hereby conveyed shall be coincident with the north line of the east and west highway which lies south of and takes a part of the said forty (40) acre tract, and the east line of the tract conveyed shall be coincident with the west line of the north and south highway which lies east of and takes a part of the said forty acre tract.

7. THE STRAFFORD AND FAIR GROVE SUBSTATION:

A tract of land in County of Greene, State of Missouri, fifty (50) feet square, located in and being a part of the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section Sixteen (16), Township thirty (30), Range twenty (20), the north line of the tract conveyed being the north line of

said forty (40) acres, and the west line of the tract conveyed, being a line parallel with and thirty (30) feet east of the west line of said forty (40) acres.

8. THE ASH GROVE SUBSTATION:

A tract of land in County of Greene, State of Missouri, all of one square acre of land located in the Southwest (SW) corner of the South half (S½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Fourteen (14), Township thirty (30), Range twenty-four (24).

9. THE NICHOLS STREET SWITCHING STATION, SPRINGFIELD:

A tract of land in County of Greene, State of Missouri, all that part of the Southwest quarter of the Northwest quarter (SW¼ of NW¼) of Section Fifteen (15) Township Twenty-nine (29), Range Twenty-two (22) described as follows, to wit: Beginning fifteen (15) feet west and fifteen (15) feet north of the Southeast corner of the above tract and running thence west one hundred and fifty (150) feet, north two hundred (200) feet, East one hundred and fifty (150) feet, and thence south two hundred (200) feet to point of beginning.

10. THE MARSHFIELD-SEDALIA JUNCTION:

A tract of land in County of Greene, State of Missouri, a portion of the Northeast quarter of the Northeast quarter of Section 14, Township 30 North, Range 22 West, described as follows: Beginning at an iron stake set in the ground in the South line of the roadway at a point approximately 125 feet in a westerly direction from the Northeast corner of said Section, running thence South 100 feet, thence West 100 feet, thence North 100 feet, thence East 100 feet to place of beginning. The intention being to hereby convey a tract of land, 100 feet by 100 feet square, lying South of said roadway and having an equal area on each side of the Company's transmission line running North and South through said Section.

JASPER COUNTY, MISSOURI

11. W. 7TH STREET, JOPLIN, SUBSTATION:

The tracts of land in County of Jasper, State of Missouri: All that particular tract or parcel of land described as follows: a parcel of land lying along the north side of the Northeast Quarter (¼) of the Northeast Quarter (¼) of Section Eight (8), Township Twenty-seven (27), Range Thirty-three (33) West, in Jasper County, Missouri, more particularly described as follows: Commencing at the Northwest corner of the Northeast quarter of the Northeast Quarter of Section (8), Township Twenty-seven (27), Range Thirty-three (33), thence South to the right of way line of the Kansas City, Ft. Scott & Memphis Railway, thence east along the north line of said right of way to the east line of Section Eight (8), thence north to the North line of said Section Eight (8), thence West 1320 feet, to the point of beginning, subject to the right of way of the public to wagon roads on the North and East sides;

Also, *Parcel One.* That part of the north half of the northeast quarter (N½ NE¼) of Section eight (8), Township twenty-seven (27) north, Range thirty-three (33) west, described as follows, to-wit: Beginning at a point in the west line of the northeast quarter (N.E.¼) of said Section eight (8), at a distance of two hundred seventy-eight and six one-hundredths (278.06) feet south of the north quarter section corner thereof, and running thence, on the southerly right of way line of the St. Louis-San Francisco Railway Company (formerly owned by Kansas City, Ft. Scott & Memphis Railroad Company), bearing south eighty-seven (87) degrees and three (3) minutes east a distance of five hundred fifty-three and thirteen one-hundredths (553.13) feet; thence curving to the left, with a radius of two thousand eight hundred eighty-nine and ninety-three one-hundredths (2889.93) feet, a distance of four hundred thirteen and five-tenths (413.5) feet, thence on a tangent, bearing north eighty-

four (84) degrees and forty-four (44) minutes east, a distance of one thousand eight hundred twenty-five and six-tenths (1825.6) feet to a point in the west property line of Schifferdecker Avenue in the City of Joplin; thence south on said west property line a distance of two hundred eighty (280) feet; thence west two thousand five hundred eighty-five and thirty-five one hundredths (2585.35) feet to a point in the west line of the north-east quarter (N.E.¼) of said Section eight (8); thence north on said west line a distance of one hundred fifty and eighty-four one-hundredths (150.84) feet to the point of beginning, containing ten and fifty-four one-hundredths (10.54) acres. Mineral Rights Reserved.

Parcel Two. Also a parcel of land in said north half of the north-east quarter (N½ N.E.¼) of said Section eight (8) described as follows: Beginning at a point in the west line of the north-east quarter (N.E.¼) of said Section eight (8), at a distance of thirty (30) feet south from the North quarter section corner of said Section eight (8); running thence south one hundred ninety-eight (198) feet to a point in the northerly right of way line of the St. Louis-San Francisco Railway Company (formerly owned by Kansas City, Ft. Scott & Memphis Railroad Company); thence south eighty-seven (87) degrees and three (3) minutes east a distance of two hundred and twenty-seven one-hundredths (200.27) feet on said right of way line; thence north a distance of two hundred eight and two-tenths (208.2) feet to a point in the south property line of Seventh Street in the City of Joplin, being U. S. Highway No. 66; thence west on the south line of said Seventh Street, being U. S. Highway No. 66, a distance of two hundred (200) feet to the point of beginning, containing ninety-three one-hundredths (.93) of an acre. Mineral Rights Reserved.

12. South Joplin Substation:

The tract of land in County of Jasper, State of Missouri: all of a strip of land twenty-five feet in width

across and off of the west end of Lot number 374 and of Lot number 375 in D. W. Luke's Southern Heights Subdivision in the City of Joplin, subject to the right and easement to install and maintain across same a service sewer connection with an adjoining alley way and also telephone and electric light and power service connections; also all of lots numbered One hundred sixteen (116), One hundred seventeen (117), One hundred eighteen (118), One hundred nineteen (119), in O'Keefe's Second Addition to the City of Joplin, subject to the building restrictions named in a deed from John E. O'Keefe and others to Frank Arthur, conveying the same land, dated August 18, 1926.

13. North Joplin Substation:

The tract of land in County of Jasper, State of Missouri: all of Lot numbered One hundred Sixteen (116) in Byers and Murphy's Addition to Murphysburg now part of the City of Joplin.

14. Oronogo Switching Station:

The tract of land in County of Jasper, State of Missouri: all of Lot numbered thirty-six (36) in the Joplin-Webb City Acre Sub-Division, located on the SE¼ of the SE¼ of section (26), township (28), range (33).

15. Webb City Substation:

The tract of land in County of Jasper, State of Missouri: all of Lot numbered eighty (80) in Walker's Addition to Webb City (sometimes designated Walker's and Elliott's Addition to Webb City).

16. Joplin Second Street Substation:

The tract of land in County of Jasper, State of Missouri: all of a parcel of land situated in Porter's Addition to Murphysburg, Joplin, Jasper County, Missouri, being all of Lots 154, 155 and 156 of said Addition, together with the North ½ of vacated 60 foot Second Street, the East ½ of vacated 60 foot Pennsylvania Avenue, the South ½ of vacated 20 foot alley between First and Second Streets and the west ½ of vacated 20 foot alley between Kentucky and Pennsylvania Ave-

nues, lying adjacent and contiguous to said lots, containing 29,500 square feet.

17. Lease of Jasper Substation Site:

All the right, title and interest of the Company in and to a certain leasehold for the term of ten (10) years from July 6, 1944, created by lease of that date from Ernest V. Gisel and Bessie N. Gisel to Ozark Utilities Company of the following property:

The substation site as it now exists, being enclosed by a fence, and being rectangular in form and approximately of the dimensions of forty feet East and West by twenty-one feet (21′) North and South, the East line thereof being approximately parallel to and twenty feet six inches (20′ 6″), more or less, West of the West wall of the Ice Plant Building, all situate on Lot No. six (6), Block twenty-two (22), original of City of Jasper, State of Missouri; the Company's Substation No. 619 being located on this property.

Lawrence County, Missouri

18. Majestic Mill Substation. Aurora:

A tract of land in County of Lawrence, State of Missouri, beginning at a point located as follows: From a point on the south right-of-way line of the St. Louis and San Francisco Railroad, which is one hundred twenty-seven (127) feet south of the cornerstone marking the center of Section Twelve (12), Township Twenty-six (26), Range Twenty-six (26), Lawrence County, Missouri, thence west with the south line of the right-of-way line of the said St. Louis and San Francisco Railroad, four hundred forty-three and six-tenths (443.6) feet, thence south one hundred thirty-three (133) feet to said point of beginning, and from said point of beginning thence east one hundred (100) feet, thence south one hundred (100) feet to the north line of a public road, and Olive Street in the City of Aurora, Missouri, thence west with the north line of said public road and Olive street one hundred (100) feet, thence north one hundred (100) feet to place of beginning.

Also all of the Northeast Quarter (NE¼) of the South-

west Quarter (SW¼) of Section Twelve (12), Township Twenty-six (26), Range Twenty-six (26), bounded as follows: Beginning at the SW corner of a block of ground heretofore deeded by S. G. Elliott to M. T. Davis, and by him deeded to the Majestic Milling Company, thence running West 50 feet, thence North to the South line of the right-of-way of the St. Louis & San Francisco Railroad Company, thence running East 50 feet to the West line of the land now or formerly of Majestic Milling Company, thence South along the West line of said land now or formerly of Majestic Milling Company to the place of beginning, being a strip of ground 50 feet wide and about 233 feet long.

19. Republic Transformer Rack:

The East 47 feet of the East 197 feet of Lot One (1) Cliborne's Addition to Republic.

20. Aurora High Tension Substation:

The tract of land in County of Lawrence, State of Missouri: one acre of ground (be the same more or less) in the northwest (NW) corner of the northwest quarter of the northwest quarter (NW¼ of NW¼) of Section Nineteen (19), Township twenty-six (26), Range twenty-five (25), more particularly described as follows; Beginning at a point in the middle of the public road northwest (NW) of the northwest quarter of the northwest quarter (NW¼ of NW¼) of said Section Nineteen (19), and running thence east two hundred (200) feet, thence south two hundred and seventeen (217) feet from the middle of the road running east; thence west two hundred (200) feet to the middle of road and thence north two hundred and seventeen (217) feet to the place of beginning; also a part of the northwest quarter of the northwest quarter (NW¼ NW¼) of Section nineteen (19), Township twenty-six (26), Range twenty-five (25), adjoining on the east and south sides thereof the acre tract now owned and possessed by the Company, which acre is described as beginning at a point in the middle of the public road, northwest of said forty (40) acre tract above described, and running thence east two hundred (200) feet; thence south two hundred seventeen (217) feet from the middle of the road running east;

thence west two hundred (200) feet to the middle of the road; thence north two hundred seventeen (217) feet to the place of beginning.

21. MONETT SUBSTATION:

The tract of land in County of Lawrence, State of Missouri: a lot one hundred and fifty (150) feet square in the southwest corner of the southwest quarter of the southwest quarter (SW cor. SW¼ of SW¼) of Section Seventeen (17) Township Twenty-six (26), Range twenty-seven (27), and more particularly described as follows: Commencing in the middle of road at southwest (SW) corner of said southwest quarter of the southwest quarter (SW¼ of SW¼) of said Section Seventeen (17), and running thence north (N) in the center of road one hundred and fifty (150) feet; thence east one hundred and fifty (150) feet; thence south one hundred and fifty (150) feet to center of road; thence west one hundred fifty (150) feet to place of beginning, containing about three-fourths (¾) of an acre, more or less.

MCDONALD COUNTY, MISSOURI

22. LANAGAN SUBSTATION:

A tract of land in County of McDonald, State of Missouri, being lots numbers ninety (90), ninety-one (91), ninety-two (92) and ninety-three (93) in subdivision No. Four (4), Indian River Highlands, according to the plat and dedication filed in the office of the Recorder of Deeds of McDonald County.

NEWTON COUNTY, MISSOURI

23. DIAMOND SUBSTATION:

A tract of land in Newton County, State of Missouri: one square acre of land out of the northeast (NE) corner of Section ten (10), township twenty-six (26), Range thirty-one (31), more fully described as follows:

Beginning at the above northeast (NE) corner of said Section ten (10), and running thence South (S.) two hundred and eight and seven tenths (208.7) feet, thence west two hundred and eight and seven tenths (208.7) feet, thence north two hundred and eight and seven tenths (208.7) feet, and thence east two hundred and eight and seven tenths (208.7) feet, containing in all one square acre.

24. SUBSTATION #56:

A tract of land in Newton County, State of Missouri: all that part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section twenty-four (24), Township twenty-five (25), in Range thirty-two (32), described as follows, to-wit: Beginning at an iron pin planted on the North line of highway number sixteen (16), as now numbered and as now laid out and constructed, at a point two hundred and seventy-one and one half (271½) feet West of the Southwest corner of Block two (2) of McElhany's Addition to Neosho, Missouri, and running thence North one hundred and seventy (170) feet to an iron pin, thence West one hundred (100) feet to an iron pin, thence South one hundred and thirty-five (135) feet to an iron pin, thence East seventy (70) feet to an iron pin, thence South thirty-five (35) feet to an iron pin, thence East thirty (30) feet to the place of beginning.

Also that part of the Northwest Quarter of the Southeast Quarter of Section Twenty-four (24), Township Twenty-five (25), Range Thirty-two (32) bounded by beginning at a point one hundred (100) feet West of a point one hundred and seventy (170) feet North of a point on the North line of State highway No. 16 as now constructed across the above described forty acre tract, said last mentioned point being two hundred and seventy-one and one half (271½) feet West of the Southwest corner of Block two (2) of McElhany's First Addition to Neosho, Missouri, and running thence South along the West line of the last mentioned tract one hundred and thirty-five (135) feet, thence West, parallel with the

North line of said highway and thirty-five (35) feet distant north therefrom, a distance of twenty-five (25) feet, thence North one hundred and thirty-five (135) feet more or less to a point twenty-five (25) feet due West of the place of beginning, thence East to the place of beginning.

25. Racine Junction:

A tract of land in County of Newton, State of Missouri: all that part of the NW¼ of the NW¼ beginning at the roadway intersection at the Northwest corner and running thence East 208 feet; thence, South 208 feet; thence, West 208 feet; thence, North to point of beginning, containing one acre more or less and being a fractional part of Section 16, Township 25 North and Range 33 West.

Polk County, Missouri

26. Bolivar-Burns Substation:

A tract of land in County of Polk, State of Missouri: beginning at the point where the North line of the Bolivar and Buffalo Public Road (Highway #54) as now surveyed and located crosses the East line of the Southeast quarter of the Northeast quarter of Section Eleven (11) Township Thirty-three (33), Range Twenty-two (22), thence North One Hundred Twenty-five (125) feet, thence West Seventy-five (75) feet, thence South to the said North line of the Bolivar and Buffalo Public Road, thence Easterly with said North line of road to the place of beginning.

27. Fair Play Substation:

A tract of land in County of Polk, State of Missouri, described as follows: beginning at the Northwest Corner of Paynter's Addition to the City of Fair Play, Missouri; thence North Thirty (30) Feet, thence West Thirty (30) Feet, thence South Thirty (30) Feet, thence East Thirty (30) Feet to the place of beginning, all in the City of Fair Play, Missouri.

28. HUMANSVILLE SUBSTATION:

A tract of land in County of Polk, State of Missouri: that part of the abandoned right-of-way of the former Kansas City, Clinton & Springfield Railway, beginning at the north line of Mill Street in the City of Humansville, Missouri, running north one hundred feet, and extending across said abandoned right-of-way one hundred feet east and west.

WEBSTER COUNTY, MISSOURI

29. MARSHFIELD SUBSTATION:

A tract of land in the County of Webster, State of Missouri: part of the West half of the Southeast quarter of the Northwest quarter of Section Nine (9), Township Thirty (30), Range Eighteen (18), beginning at the intersection of the South boundary line of U. S. Highway #66 and the West boundary line of the old Marshfield and Northview road, thence along said South boundary line of U. S. Highway #66 in a Southwesterly direction 93.33 feet, thence 90° in a Southeasterly direction 60.0 feet, thence 90° in a Northeasterly direction to the West line of the old Marshfield and Northview road, thence along said West boundary of old Marshfield and Northview road, north to point of beginning, being 0.105 acres more or less.

SUBSTATIONS ON LEASED PROPERTIES

Also the following electric substations of the Company, including all buildings, structures, poles, lines, and all equipment, appliances and devices for transforming, converting and distributing electric energy located upon lands leased to the Company by others, together with all right, title and interest of the Company in such leases and any right to remove such substations and other property from such leased property, the locations of said substations being more particularly set forth in the following list covering leased prop-

erties upon which such substations are located respectively, showing in the case of each lease the number of the substation as shown on the Company's books, the names of the lessor and original lessee, the date of lease, and the county and state in which the leased premises are located:

CHEROKEE COUNTY, KANSAS

Substation No	*Name of Lessor*	*Name of Original Lessee*	*Date of Lease*
34	T. Connor and John I. Cooper, Trustees of Estate of John M. Cooper	The Company	June 19, 1929
44	Russell S. Jarrett Lester M. Jarrett Clifford E. Jarrett Clinton Wright Mary Wright Chester L. Scott	" "	June 16, 1937
50	The Eagle Picher Lead Company	" "	Jan. 22, 1926
51	George E. Hood and Beaulah S. Hood	" "	Apr. 23, 1936
65	C. M. Clark	" "	Jan. 21, 1929
67	The Texas-Empire Pipe Line Company	" "	July 30, 1929
68	W. O. Myers, Trustee	" "	July 8, 1929
70	St. Louis-San Francisco Railway Company	" "	Feb. 17, 1930
76	William Lloyd Chadsey, Agent	" "	Apr. 16, 1934
94	Maye E. Broadley and J. C. Broadley	" "	Mar. 7, 1938

Substation No.	Name of Lessor	Name of Original Lessee	Date of Lease
164	Walter C. Hartley and Pearl Lindsey, Trustees of Annie Lindsey Estate	The Company	July 10, 1943
190	J. W. Grantham and McArthur Mining Company	" "	Oct. 8, 1942
195	Walter Swalley and Dorris R. Hocker, Trustees Wm. Swalley Estate	" "	Jan. 11, 1943
	BARRY COUNTY, MISSOURI		
178	City of Monett, Missouri	The Company	Aug. 5, 1941
	BARTON COUNTY, MISSOURI		
85	D. O. Green	Ozark Utilities Company	Feb. 24, 1937
613	First National Bank of Golden City	Ozark Utilities Company	June 15, 1937
620	Leroy A. Miller	Ozark Utilities Company	July 12, 1939
	BENTON COUNTY, MISSOURI		
97	The Texas-Empire Pipe Line Company	The Company	Oct. 1, 1939
	CHRISTIAN COUNTY, MISSOURI		
118	City of Ozark, Missouri	The Company	Dec. 1, 1940
	JASPER COUNTY, MISSOURI		
2	American Zinc, Lead & Smelting Co.	The Company	July 29, 1937
13	W. A. Poundstone	" "	June 22, 1940
22	Independent Gravel Company	" "	June 29, 1935

Substation No	Name of Lessor	Name of Original Lessee	Date of Lease
47	The Alamo Land and Mining Company	The Company	Dec. 12, 1924
69	Atlas Powder Company	" "	Sept. 17, 1929
101	Zeidler Realty Company	" "	May 12, 1939
108	Carthage Marble Corporation	" "	Feb. 17, 1939
109	Transylvania Royalty Company	" "	June 8, 1940
117	Kansas Explorations Company	" "	Jan. 25, 1941
187	A. J. Buckingham and Kansas Explorations, Inc.	" "	July 31, 1942
188	Kansas Explorations, Inc.	" "	Aug. 1, 1942
192	Federal Mining and Smelting Company	" "	Oct. 15, 1942
199	American Zinc, Lead and Smelting Company	" "	June 1, 1943
629	Mrs. Myra Welton	Ozark Utilities Company	July 29, 1941
	NEWTON COUNTY, MISSOURI		
176	John R. and Emma Renfro	The Company	June 23, 1941
181	Albert Wagner	" "	Nov. 24, 1941
184	F. W. Evans	" "	Dec. 29, 1941
	POLK COUNTY, MISSOURI		
609	Jess Gamble and Ethel Gamble	Ozark Utilities Company	July 1, 1942
	ST. CLAIR COUNTY, MISSOURI		
607	Neta Smith and Irene Smith	Ozark Utilities Company	Jan. 10, 1942

Substation No.	*Name of Lessor*	*Name of Original Lessee*	*Date of Lease*
	CRAIG COUNTY, OKLAHOMA		
72	The Texas-Empire Pipe Line Company	The Company	July 7, 1932
186	G. W. Dixon and Henrietta Dixon	" "	July 16, 1942
	OTTAWA COUNTY, OKLAHOMA		
23	Northeast Oklahoma Railroad Company	Empire District Electric Company of Oklahoma	Mar. 31, 1922
27	Ethel May Crawfish Woodard and C. F. Woodard	Empire District Electric Company of Oklahoma	Sept. 26, 1921
28	L. L. Cardin	The Company	Mar. 5, 1931
32	L. C. Hocker and sons	" "	Nov. 1, 1924
52	Milina Sullivan	" "	Mar. 29, 1934
193	Mrs. Park Walton	" "	Nov. 19, 1942

And any and all other electric substations and switching stations of the Company not hereinabove described or referred to, located on public highways or along transmission line rights-of-way, or on streets, alleys or other public places or on private property owned by others than the Company, in the states of Arkansas, Kansas, Missouri and Oklahoma.

PART THIRD

(Electric Distribution Systems)

The following electric distribution systems of the Company, including towers, poles, wires, insulators, appliances, devices, appurtenances and equipment, and all the Company's other property, real, personal or mixed, forming a part of, or used, occupied or enjoyed in connection with or in

any way appertaining to said distribution systems, or any of them, together with all of the Company's rights-of-way, easements, permits, privileges, municipal or other franchises, licenses, consents and rights for or relating to the construction, maintenance or operation thereof through, over, under or upon any public streets or highways, or public or private lands situated in the States of Arkansas, Kansas, Missouri and Oklahoma, more particularly described as follows:

Those certain electric distribution systems as constructed and equipped together with all franchises, permits and consents under which said systems are or may be operated in the Cities of Sulphur Springs, Gravette, Decatur and Gentry, the unincorporated Town of Maysville and rural communities in the County of Benton, State of Arkansas.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Cities of Baxter Springs, Columbus, Galena, Roseland, Scammon, Weir, West Mineral and Treece, the unincorporated towns of Camp #42, Carona, Crestline, Hallowell, Lowell, Melrose and Riverton and rural communities in the County of Cherokee, State of Kansas.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Towns of Purdy and Butterfield and rural communities in the County of Barry, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Golden City, the unincorporated town of Kenoma and rural communities in the County of Barton, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Stockton, the unincorpo-

rated Town of Caplinger Mills and rural communities in the County of Cedar, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Ozark, the Towns of Nixa and Sparta and rural communities in the County of Christian, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Towns of Billings and Clever and rural communities in the County of Christian, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Greenfield, Towns of Everton and South Greenfield, the unincorporated Town of Arcola and rural communities in the County of Dade, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Buffalo, the unincorporated Towns of Louisburg and Urbana and rural communities in the County of Dallas, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Ash Grove, the Town of Walnut Grove, the unincorporated Towns of Willard, Fair Grove, Strafford and Bois D Arc, and rural communities in the County of Greene, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Republic and rural communities in the County of Greene, State of Missouri.

Those certain electric distribution systems as con-

structed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Towns of Weaubleau and Wheatland, the unincorporated Towns of Cross Timbers, Hermitage and Preston and rural communities in the County of Hickory, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Cities of Jasper and Sarcoxie, Town of La-Russell and rural communities in the County of Jasper, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Cities of Joplin, Carterville, Carl Junction, Webb City and Oronogo, the Towns of Purcell, Asbury, Waco, Reeds, Alba, Avilla and Neck City, the unincorporated Town of Duenweg and rural communities in the County of Jasper, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Miller, Town of Stotts City and rural communities in the County of Lawrence, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Pierce City, the Towns of Freistatt and Halltown and rural communities in the County of Lawrence, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Cities of Aurora and Marionville, Towns of Verona and Hoberg and rural communities in the County of Lawrence, State of Missouri.

Those certain electric distribution systems as con-

structed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Cities of Anderson, Noel, Southwest City and Pineville, the Towns of Goodman and Lanagan and rural communities in the County of McDonald, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Cities of Granby, Neosho and Seneca, the Towns of Wentworth, Ritchey, Newtonia, Stark City, Stella, Fairview and Gateway Drive, the unincorporated Town of Diamond and rural communities in the County of Newton, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Cities of Bolivar and Humansville, Towns of Aldrich, Fair Play and Morrisville and the unincorporated Towns of Brighton, Dunnegan, Flemington, Halfway and Pleasant Hope and rural communities in the County of Polk, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Town of Collins, the unincorporated Towns of Gerster and Vista and rural communities in the County of St. Clair, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Crane, the unincorporated Town of Hurley and rural communities in the County of Stone, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Galena, the Town of Reeds Spring and rural communities in the County of Stone, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the City of Branson, Towns of Hollister and Forsyth and rural communities in the County of Taney, State of Missouri.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Cities of Picher and Commerce, the towns of Fairland, N. Miami, Wyandotte and Quapaw, the unincorporated Town of Cardin and rural communities in the County of Ottawa, State of Oklahoma.

Those certain electric distribution systems as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated in the Towns of Blue Jacket and Welch and rural communities in the County of Craig, State of Oklahoma.

PART FOURTH

(Electric Transmission and Distribution Lines)

The following electric transmission and/or distribution lines of the Company, including the towers, poles, pole lines, wires, switch racks, insulators, supports, guys, and telephone lines and other appliances and equipment and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto, together with all of the Company's rights-of-way, easements, permits, privileges, municipal or other franchises, consents, licenses and rights, for or relating to the construction, maintenance or operation thereof, through, over, under or upon any public streets or highways or other lands, public or private, all situated in the States of Arkansas, Kansas, Missouri and Oklahoma and the counties thereof, more particularly described as follows:

1. THE GRAVETTE LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Gravette Line, extending from a point on the Missouri-Arkansas State line in the Northwest half of Section 14, Township 21 N, Range 33 West, County of Benton, State of Arkansas, and extending South through the City of Sulphur Springs, Arkansas, to the Company's Gravette Substation located in the City of Gravette, Arkansas, approximately 8.2 miles, all as located, constructed and equipped in the County of Benton, State of Arkansas.

2. THE SOUTHWESTERN GAS AND ELECTRIC LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Southwestern Gas and Electric Line, extending from the Gravette Substation, located in the Southwest part of Section 12, Township 20 N., Range 33 West, and extending East and South to a point on US Highway #71, approximately 2.00 miles to an interconnection with the Southwestern Gas and Electric Company, all as located, constructed and equipped in the County of Benton, State of Arkansas.

3. THE INDEPENDENT GRAVEL COMPANY LINE:

That certain three phase, 6600 volt, single circuit, wood pole distribution line known as the Independent Gravel Company Line, extending from a point on the Gravette Line in the North half of Section 23, Township 21 N., Range 33 W., extending East approximately .2 of a mile to the Independent Gravel Company's Plant, all as located, constructed and equipped in the County of Benton, State of Arkansas.

4. THE DECATUR, GENTRY LINE:

That certain single and three phase, 6600 volt, single circuit, wood pole distribution line and branches thereof known as the Decatur, Gentry Line extending from the Gravette Substation located in the City of Grav-

ette, extending South through the City of Decatur, to the City of Gentry, approximately 17.00 miles in length, same serving the City of Decatur, City of Gentry, and rural customers along the line, all as located, constructed and equipped in the County of Benton, State of Arkansas.

5. THE MAYSVILLE LINE:

That certain single and three phase, 6600 volt, single circuit, wood pole distribution line and branches thereof known as the Maysville Line, extending from a point located on the west city limits of the City of Gravette and extending West approximately 14.00 miles to the unincorporated Town of Maysville, same serving the unincorporated Town of Maysville and rural customers along the line, all as located, constructed and equipped in the County of Benton, State of Arkansas.

6. THE SPRINGTOWN LINE:

That certain single phase, 6600 volt, single circuit, wood pole distribution line and branches thereof known as the Springtown Line extending from a point on the northeast city limits of the City of Gentry and extending East a distance of approximately 5.00 miles, same serving the Springtown community and rural customers along the line, all as located, constructed and equipped in the County of Benton, State of Arkansas.

7. THE RIVERTON-SERVICE LINE (CONNECTS WITH KANSAS GAS & ELECTRIC COMPANY LINE):

That certain three phase, 132,000 volt, single circuit, steel tower transmission line known as the Riverton-Service Line extending from the Riverton Steam Plant of the Company in the County of Cherokee, State of Kansas to the Labette County Line, State of Kansas at a point in Section 2, Township 32 S., Range 21 E., in the County of Cherokee, State of Kansas, approximately 25.77 miles in length, and including 193 steel

tower supports, as located, constructed and equipped all in the County of Cherokee, State of Kansas.

8. THE RIVERTON-WEST SEVENTH STREET SUBSTATION LINE:

That certain three phase, 66000-33000 volt, double circuit, steel tower transmission line known as the Riverton-West Seventh Street Line extending from the Riverton Steam Plant of the Company in the County of Cherokee, State of Kansas, to the Company's West Seventh Street Substation in the City of Joplin, County of Jasper, State of Missouri, approximately 8.52 miles in length, and including 69 steel tower supports, as located, constructed and equipped in the County of Cherokee, State of Kansas, and in the County of Jasper, State of Missouri.

9. THE RIVERTON-STATE LINE SWITCHING STATION LINE:

That certain three phase, 33000 volt, double circuit, steel tower transmission line known as the Riverton-State Line Switching Station Line extending from the Riverton Steam Plant of the Company in the County of Cherokee, State of Kansas to the Company's State Line Switching Station in the County of Cherokee, State of Kansas, approximately 10.50 miles in length, and including 136 steel tower supports, as located, constructed and equipped in the County of Cherokee, State of Kansas.

10. THE RIVERTON-LOWELL LINE:

That certain three phase, 33000 volt, double circuit, steel tower transmission line known as the Riverton-Lowell Line extending from the Riverton Steam Plant of the Company in the County of Cherokee, State of Kansas to the Company's Lowell Hydro Plant in the County of Cherokee, State of Kansas, approximately 1.05 miles in length, and including 13 steel tower supports, as located, constructed and equipped in the County of Cherokee, State of Kansas.

11. THE COLUMBUS-WEIR LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Columbus-Weir Line extending from The Columbus S. E. Substation of the Company in the County of Cherokee, State of Kansas, to a point in the SW¼ of Section 20, Township 31 S, Range 24 E, in the County of Cherokee, State of Kansas, approximately 14.10 miles in length, as located, constructed and equipped in the County of Cherokee, State of Kansas.

A. The Scammon-Mineral Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Scammon-Mineral Tap Line extending from a point on the Columbus-Weir Line in the SE¼ of Section 6, Township 32 S, Range 24 E, in the County of Cherokee, State of Kansas, to a point in SE¼ of Section 5, Township 32 S., Range 23 E., in the County of Cherokee, State of Kansas, approximately 5.00 miles in length, as located, constructed and equipped in the County of Cherokee, State of Kansas.

12. THE TEXAS EMPIRE LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Texas-Empire Line extending from the #66 Substation of the Company located on the said Columbus-Weir Line at a point in the SE¼ of Section 7, Township 32 S., Range 24 E. in the County of Cherokee, State of Kansas, to a point in the NW¼ of Section 14, Township 24 E., Range 32 S. in the County of Cherokee, State of Kansas, approximately 3.10 miles in length, as located, constructed and equipped in the County of Cherokee, State of Kansas.

13. THE COLUMBUS-CHETOPA-BAXTER LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Columbus-Chetopa-Baxter Line extending from the Columbus S.E.

Substation of the Company in the County of Cherokee, State of Kansas, to the Company's #72 Substation in the County of Craig, State of Oklahoma, the same serving operations of the Texas-Empire Pipe Line Company, approximately 25.10 miles in length, as located, constructed and equipped in the County of Cherokee, State of Kansas, and in the County of Craig, State of Oklahoma.

A. The Park-Walton Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Park-Walton Tap Line extending from a point on The Columbus-Chetopa-Baxter Line in the NW¼ of Section 2, Township 35 S, Range 22 E., in the County of Cherokee, State of Kansas to the Company's #193 Substation in the County of Ottawa, State of Oklahoma, approximately 2.50 miles in length, the same serving mining operations of the United Zinc Smelting Company, as located, constructed and equipped in the County of Cherokee, State of Kansas and the County of Ottawa, State of Oklahoma.

B. The Welch Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Welch Tap Line extending from a point on The Columbus-Chetopa-Baxter Line in the NE¼ of Section 13, Township 29 N., Range 20 E., in the County of Craig, State of Oklahoma to the Company's #186 Substation in the County of Craig, State of Oklahoma, approximately 8.75 miles in length, as located, constructed and equipped in the County of Craig, State of Oklahoma.

C. The Baxter Springs Tap Line:

That certain three phase, 33000 volt, single and double circuit, wood pole transmission line known as The Baxter Springs Tap Line extending from a point on The Columbus-Chetopa-Baxter Line in the NW¼ of Section 5, Township 35 S., Range 24 E. in the County of Cherokee, State of Kansas, to the Company's #26 Substation in the City

of Baxter Springs, County of Cherokee, State of Kansas, approximately 5.40 miles in length (2.25 miles double circuit, 3.15 miles single circuit), as located, constructed and equipped in the County of Cherokee, State of Kansas.

D. The Paxson Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Paxson Tap Line extending from a point on The Columbus-Chetopa-Baxter Line in the NE¼ of Section 4, Township 35 S., Range 24 E., in the County of Cherokee, State of Kansas to the Company's #194 Substation in the County of Cherokee, State of Kansas, approximately .30 miles in length, the same serving the mining operations of The Eagle Picher Mining and Smelting Company, Agent, as located, constructed and equipped in the County of Cherokee, State of Kansas.

E. The Swalley Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Swalley Tap Line extending from a point on the Columbus-Chetopa-Baxter Line in the NE¼ of Section 4, Township 35 S., Range 24 E., in the County of Cherokee, State of Kansas, to the Company's #195 Substation in the County of Cherokee, State of Kansas, approximately .25 miles in length, the same serving mining operations of The Eagle Picher Mining and Smelting Company, Agent, as located, constructed and equipped in the County of Cherokee, State of Kansas.

14. The Baxter-Ballard Line:

That certain three phase, 33000 volt, single and double circuit, wood pole transmission line known as the Baxter-Ballard Line extending from the #50 Substation of the Company in the County of Cherokee, State of Kansas to a point on the Kansas-Oklahoma State Line in the NW¼ of Section 13, Township 29 N, Range 23 E., in the County of Ottawa, State of Oklahoma, approximately

2.25 miles in length (.50 miles double circuit, 1.75 miles single circuit), as located, constructed and equipped in the County of Cherokee, State of Kansas, and the County of Ottawa, State of Oklahoma.

15. THE LOWELL-STATE LINE SWITCHING STATION LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Lowell-State Line Switching Station Line extending from The Lowell Hydro Plant of the Company in the County of Cherokee, State of Kansas, to the Company's State line Switching Station in the County of Cherokee, State of Kansas, approximately 9.40 miles in length, as located, constructed and equipped in the County of Cherokee, State of Kansas and the County of Ottawa, State of Oklahoma.

A. Quapaw North Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Quapaw North Tap Line extending from a point on The Lowell-State Line Switching Station Line in the NW¼ of Section 18, Township 29 N, Range 24 E, in the County of Ottawa, State of Oklahoma, to the Company's #52 Substation in the County of Ottawa, State of Oklahoma, as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

16. THE TWENTY FIVE CYCLE LOOP LINE:

That certain three phase, 33000 volt, single and double circuit, wood pole transmission line known as The 25 Cycle Loop Line, extending in a closed loop from The Riverton Plant of the Company by the way of Crestline, Carl Junction switching station, #7 Junction and The Riverton Plant, approximately 32.55 miles in length (7.15 miles of double circuit, 25.40 miles single circuit) 20.10 miles in the County of Cherokee, State of Kansas, and 12.45 miles in the County of Jasper, State of Missouri, as located, constructed and equipped in the County of

Cherokee, State of Kansas and the County of Jasper, State of Missouri.

* Three miles of the double circuit described above is insulated for 33000 volt, temporarily one circuit is being operated at 12000 volt, the balance of the double circuit is not being operated.

A. The Waco Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Waco Tap Line, extending from a point on said 25 Cycle Loop Line in the SW¼ of Section 31, Township 29 N., Range 33 W., in the County of Jasper, State of Missouri, to the Company's #60 Substation in the County of Jasper, State of Missouri, approximately 4.40 miles in length, as located, constructed and equipped in the County of Jasper, State of Missouri.

B. The Hero Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Hero Tap Line extending from a point on the 25 Cycle Loop Line in the SE¼ of Section 31, Township 28 N, Range 33 W. in the County of Jasper, State of Missouri to the Company's #188 Substation in the County of Jasper, State of Missouri, approximately .65 miles in length (the same serving the mining operations of The Kansas Exploration-Incorporated), as located, constructed and equipped in the County of Jasper, State of Missouri.

17. The Lowell-Joplin Line:

That certain three phase, 33000 volt, single and double circuit, wood pole transmission line known as The Lowell-Joplin Line extending from The Lowell Hydro Plant of the Company in the County of Cherokee, State of Kansas to the Company's #59 Substation in the City of Joplin, County of Jasper, State of Missouri, approximately 10.65 miles in length (9.05 miles of single circuit, 1.65 miles of double circuit), as located, constructed

and equipped in the County of Cherokee, State of Kansas, and The County of Jasper, State of Missouri.

* That part shown as double circuit in the above description is insulated for two 33000 volt circuits; at present one circuit is being operated temporarily at 12000 volt.

18. THE STATE LINE-COMMERCE EAST LINE:

That certain three phase, 33000 volt, single and double circuit, wood pole transmission line known as the State Line-Commerce East Line extending from the State Line Switching Station of the Company in the County of Cherokee, State of Kansas to the Company's Commerce N. E. Substation in the County of Ottawa, State of Oklahoma, approximately 6.00 miles in length (.75 miles double circuit; 5.25 miles of single circuit), as located, constructed and equipped in the County of Cherokee, State of Kansas and the County of Ottawa, State of Oklahoma.

19. THE STATE LINE-COMMERCE WEST LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the State Line Commerce West Line extending from the State Line Switching Station of the Company in the County of Cherokee, State of Kansas, to the Company's Commerce N. E. Substation in the County of Ottawa, State of Oklahoma, approximately 6.75 miles in length, as located, constructed and equipped in the County of Cherokee, State of Kansas and the County of Ottawa, State of Oklahoma.

A. The Wilburtion Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Wilburtion Tap Line extending from a point known as 34 Junction in the NE¼ of Section 18, Township 29 N., Range 23 E., in the County of Ottawa, State of Oklahoma, to the Company's #34 Substation in the County of Cherokee, State of Kansas, approximately .75 miles in length, as located,

constructed and equipped in the County of Ottawa, State of Oklahoma and the County of Cherokee, State of Kansas.

B. The Webber Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Webber Tap Line extending from a point in NW¼ of Section 17, Township 29 N., Range 23 E., in the County of Ottawa, State of Oklahoma to the Company's Webber Substation in the County of Cherokee, State of Kansas, approximately .26 miles in length, as located, constructed and equipped in the County of Ottawa, State of Oklahoma and the County of Cherokee, State of Kansas.

C. The #23 Substation Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the #23 Substation Tap Line extending from a point in the NE¼ of Section 17, Township 29 N., Range 23 E., in the City of Picher, County of Ottawa, State of Oklahoma, to the Company's #23 Substation in the City of Picher, County of Ottawa, State of Oklahoma, approximately .77 miles in length, as located, constructed and equipped all in the City of Picher, County of Ottawa, State of Oklahoma.

D. The Bird Dog Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole Transmission Line known as the Bird Dog Tap Line extending from a point in the SE¼ of Section 13, Township 29 N., Range 22 E., in the County of Ottawa, State of Oklahoma to the Company's Bird Dog Substation in the County of Ottawa, State of Oklahoma approximately .25 miles in length (the same serving mining operations of The Eagle Picher Mining and Smelting Company, Bird Dog Mill), as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

20. THE MINERAL LINE:

Those certain single and three phase, 6900 volt and 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the Mineral Line approximately 2.85 miles in length extending from the #68 Substation of the Company to the City of West Mineral and rural communities, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

21. THE WEIR LINE:

Those certain single and three phase, 6900 volt and 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the Weir Line, approximately 5.00 miles in length extending from a point on the Columbus-Weir Line in the SE¼ of Section 31, Township 31 S., Range 24 E., in the County of Cherokee to the City of Weir, United Clay Products Company and rural communities, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

22. THE CAMP #42 LINE:

Those certain single and three phase, 6900 volt and 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the Camp #42 Line, approximately 1.75 miles in length, extending from a point on the Columbus-Weir Line in the SE¼ of Section 18, Township 32 S., Range 24 E., in the County of Cherokee to the Central Minerals Company and Camp #42, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

23. THE STIPPEVILLE LINE:

Those certain single and three phase, 6900 volt and 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the Stippeville Line approximately 7.00 miles in length extending from the north city limits of the City of Columbus to Stippeville and rural communities, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

24. THE SHERMAN-CITY LINE:

Those certain single and three phase, 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Sherman City Line, approximately 18.95 miles in length extending from the west city limits of the City of Columbus, to a point in the NW¼ of Section 12, Township 32 S., Range 21 E., in the County of Cherokee and rural communities, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

25. THE COLUMBUS-CRESTLINE LINE:

Those certain single and three phase, 12000 volt, single circuit, wood pole distribution lines and branches thereof known as the Columbus-Crestline Line, approximately 7.50 miles in length, extending from the east city limits of the City of Columbus to the Crestline Junction of the Company, and rural communities, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

26. THE SERVICE TELEPHONE LINE:

That certain single circuit, wood pole telephone line, known as the Service Line approximately 2.50 miles in length, extending from a point in the SE¼ of Section 12, Township 32 S., Range 21 E., in the County of Cherokee, State of Kansas, to the Labette County Line, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

27. THE NEUTRAL TELEPHONE LINE:

That certain single circuit, wood pole telephone line, known as the Neutral Line, approximately 6.00 miles in length, extending from Ryan four pole of the Company to the Company's neutral Junction, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

28. THE LAWTON LINE:

Those certain single phase, 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the Lawton Line, approximately 1.35 miles in length, extending from a point in the NE¼ of Section 36, Township 32 S., Range 25 E., in the County of Cherokee, State of Kansas, to the Lawton Community, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

29. THE MINING CIRCUIT LINES:

Those certain three phase, 2300 volt, single and double circuit, wood pole distribution lines, known as the Mining Circuit Lines extending from the various substations of the Company to the various lead, zinc and coal mining companies, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

30. THE RURAL CIRCUIT LINES:

Those certain single phase, 6900 volt and 2300 volt, single circuit, wood pole distribution lines, known as the Rural Circuit Lines, approximately 14.00 miles in length extending from various points on the Company's lines to various rural communities and rural customers, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

31. THE PULASKI FIELD LINE:

Those certain single phase, 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the Pulaski Field Line, approximately 6.25 miles in length extending from the south city limits of the City of Pierce City to the Pulaski Field Community and rural customers along the County Line, all as located in the Counties of Barry and Lawrence, State of Missouri.

32. THE STONY POINT LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Stony Point Line approximately 23.25 miles in length extending from the Monett Substation of the Company in the City of Monett to the substation of the Missouri Public Service Company, all as located, constructed and equipped in the County of Barry, State of Missouri.

33. THE KENOMA LINE:

Those certain single phase, 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the Kenoma Line approximately 7.05 miles in length extending North and South from the Kenoma Substation of the Company to the Kenoma Community and other rural communities, all as located, constructed and equipped in the Counties of Barton and Jasper, State of Missouri.

34. THE DUDENVILLE LINE:

Those certain single phase, 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the Dudenville Line, approximately 7.65 miles in length extending from the south city limits of the City of Golden City to the Dudenville Community, all as located, constructed and equipped in the Counties of Barton and Jasper, State of Missouri.

35. THE BOSTON LINE:

Those certain single phase, 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the Boston Line approximately 6.40 miles in length, extending from the north city limits of the City of Jasper, to the Boston Community, all as located, constructed and equipped in the Counties of Jasper and Barton, State of Missouri.

36. THE CARTHAGE-BOSTON JUNCTION LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Carthage-Boston Junction Line extending from the Carthage N.W. Substation of the Company in the County of Jasper, State of Missouri to a point in the S.W.¼ of Section 9, Township 31 N., Range 30 W. in the County of Barton, State of Missouri, approximately 22.35 miles in length, as located, constructed and equipped in the Counties of Barton and Jasper, State of Missouri.

37. THE CAPLINGER-BOSTON LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line, known as the Caplinger-Boston Line extending from the Caplinger Hydro Plant of the Company in the County of Cedar, State of Missouri, to the Boston Junction of the Company in the County of Barton, State of Missouri, approximately 52.80 miles in length, as located, constructed and equipped in the Counties of Barton, Cedar and Dade, State of Missouri.

A. The Stockton Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Stockton Tap Line extending from a point on the Caplinger-Boston Line in the NW¼ of Section 8, Township 34 N, Range 26 W., in the County of Cedar, State of Missouri to the Company's Stockton Substation, in the City of Stockton, County of Cedar, State of Missouri, approximately 1.25 miles in length, as located, constructed and equipped in the County of Cedar, State of Missouri.

38. THE SPRINGFIELD-SEDALIA LINE:

That certain three phase, 66000 volt, single circuit, wood pole transmission line known as the Springfield-Sedalia Line extending from the Nicholas Street Switching Station of the Company in the County of Greene, State of Missouri to the Company's Cole Camp sub-

station in the County of Benton, State of Missouri, approximately 87.25 miles in length, as located, constructed and equipped in the Counties of Benton, Greene, Hickory and Polk in the State of Missouri.

39. THE CAPLINGER-OSCEOLA LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Caplinger-Osceola Line extending from the Caplinger-Hydro Plant of the Company, in the County of Cedar, State of Missouri, to the Hydro Plant of the Missouri Public Service Company in the City of Osceola, County of St. Clair, State of Missouri, approximately 35.35 miles in length, as located, constructed and equipped in the Counties of Cedar, Polk and St. Clair, State of Missouri.

40. THE CLEVER LINE:

That certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution line, known as the Clever Line, extending from a point on the Marionville-Republic Line in the Southwest corner of Section 22, Township 26 N., Range 24 W., and extending East to the Town of Clever, approximately 6.00 miles in length, all as located, constructed and equipped in the County of Christian, State of Missouri.

41. THE NIXA LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Nixa Line, approximately 7.60 miles in length, extending from the Nixa Substation of the Company to a point in the NE¼ of Section 27, Township 27 N., Range 21 W., in the County of Christian, all as located, constructed and equipped in the County of Christian, State of Missouri.

42. THE SPARTA LINE:

Those certain single phase, 4000 volt, single circuit, wood pole distribution lines and branches thereof known

as the Sparta Line, approximately 8.50 miles in length extending from the Ozark Substation of the Company in the City of Ozark to the Town of Sparta, all as located, constructed and equipped in the County of Christian, State of Missouri.

43. THE RURAL CIRCUIT LINES:

Those certain single phase, 6900 volt and 4000 volt, single circuit, wood pole distribution lines, known as the Rural Circuit Lines, approximately 6.75 miles in length extending from various points on the Company Lines to rural communities and rural customers, all as located, constructed and equipped in the County of Christian, State of Missouri.

44. THE EVERTON LINE:

Those certain single phase, 12000 volt, single circuit, wood pole distribution lines and branches thereof known as the Everton Line, approximately 7.25 miles in length extending from a point on the Sarcoxie-Greenfield Line in the NE¼ of Section 18, Township 30 N., Range 26 W., in the County of Dade to the village of Everton, all as located, constructed and equipped in the County of Dade, State of Missouri.

45. THE BUFFALO LINE:

Those certain three phase, 12000 volt, single circuit, wood pole distribution lines and branches thereof known as the Buffalo Line, approximately 13.20 miles in length extending from the Burns Substation of the Company in the County of Polk, to the City of Buffalo, County of Dallas, all as located, constructed and equipped in the Counties of Dallas and Polk in the State of Missouri.

46. THE URBANA LINE:

Those certain three phase, 12000 volt, single circuit, wood pole distribution lines and branches thereof known as the Urbana Line approximately 17.25 miles in length extending from the west city limits of the city of Buffalo, west and north through the communities of Louisburg

and Urbana, all as located, constructed and equipped in the County of Dallas, State of Missouri.

47. THE SHELL LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line known as the Shell Line, approximately 7.10 miles in length extending from a point on the Buffalo Line in the NE¼ of Section 27, Township 34 North, Range 20 West in the County of Dallas to the pumping station of the Shell Pipe Line Corporation, all as located, constructed and equipped in the County of Dallas, State of Missouri.

48. THE MARSHFIELD LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Marshfield Line extending from the Ash Grove Substation of the Company in the County of Greene, State of Missouri to the Company's Marshfield Substation in the County of Webster, State of Missouri, approximately 36.50 miles in length, as located, constructed and equipped in the Counties of Greene and Webster, State of Missouri.

49. THE WHITE RIVER LINE:

That certain three phase, 66000 volt, single and double circuit, wood pole and steel tower transmission line known as the White River Line extending from the Ozark Beach Hydro Plant of the Company in the County of Taney, State of Missouri, to the Company's West Seventh Street Substation in the City of Joplin, Jasper County, State of Missouri, approximately 144.65 miles in length (115.70 miles wood pole, 28.95 miles of steel tower of which 2.00 miles is a double circuit line), as located, constructed and equipped in the Counties of Christian, Greene, Jasper, Lawrence, Newton, and Taney, State of Missouri.

50. THE STRAFFORD-FAIR GROVE LINE:

Those certain single and three phase, 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Strafford-Fair Grove Line approximately 11.50 miles in length extending North to Fair Grove and South to Strafford, all as located, constructed and equipped in the County of Greene, State of Missouri.

51. THE RURAL CIRCUIT LINES:

Those certain single and three phase, 12000 volt, 6900 volt and 2300 volt, single circuit, wood pole distribution lines known as the Rural Circuit Lines, approximately 28.00 miles in length extending from various points on the Company's lines to rural communities and rural customers, all as located, constructed and equipped in the County of Greene, State of Missouri.

52. THE WILLARD LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line, known as the Willard Line, approximately 2.00 miles in length extending from a point on the Marshfield Line in the SW¼ of Section 15, Township 30 N., Range 23 W., in the County of Greene to Willard, all as located, constructed and equipped in the County of Greene, State of Missouri.

52A. THE SPRINGFIELD TAP LINE:

That certain three phase, 69,000 volt, single circuit, steel pole transmission line known as the Springfield Tap Line, approximately 2.00 miles in length, extending from the Company's Nichols Street Switching Station in the City of Springfield, County of Greene, State of Missouri, to the Company's substation numbered 169 located at the Steam Plant of the Springfield Gas and Electric Company, in the City of Springfield, County of Greene, State of Missouri, all as located, constructed and equipped in the County of Greene, State of Missouri.

53. THE WALNUT GROVE LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Walnut Grove Line, approximately 6.75 miles in length extending from the Ash Grove Substation of the Company to the Town of Walnut Grove, all as located, constructed and equipped in the County of Greene, State of Missouri.

54. THE ASH GROVE-HALLTOWN LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines

and branches thereof known as the Ash Grove-Halltown Line approximately 16.30 miles in length extending from the Ash Grove Substation of the Company to the City of Ash Grove and the Town of Halltown, all as located, constructed and equipped in the Counties of Greene and Lawrence, State of Missouri.

55. THE BOIS D. ARC LINE:

That certain three phase, 12000 volt, single circuit wood pole distribution line known as the Bois D. Arc Line approximately 6.75 miles in length extending from a point on the Marshfield Line in the SE¼ of Section 17, Township 30 N., Range 23 W., in County of Greene, to Bois D. Arc, all as located, constructed and equipped in the County of Greene, State of Missouri.

56. THE WEBB CITY-CARTHAGE LINE:

That certain three phase, 33000 volt, single and double circuit, wood pole transmission line known as the Webb City Carthage Line extending from the #22 Substation of the Company in the County of Jasper, State of Missouri, to the Company's Carthage Northwest Substation in the County of Jasper, State of Missouri, approximately 11.20 miles (1.70 miles double circuit, 9.50 miles single circuit), as located, constructed and equipped in the County of Jasper, State of Missouri.

57. THE SOUTHWEST MISSOURI LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Southwest Missouri Line extending from a point on the Joplin-Webb City Line in the SW¼ of Section 13, Township 28 N, Range 32 W., in the County of Jasper, State of Missouri to the Power Plant of the Southwest Missouri Railway Company in the City of Webb City, County of Jasper, State of Missouri, approximately .45 miles in length, as located, constructed and equipped in the County of Jasper, State of Missouri.

* The above described line is insulated for 33000 volt but is now operating at 12000 volt.

58. THE SARCOXIE-GREENFIELD LINE:

Those certain single and three phase, 12000 volt, single circuit, wood pole distribution lines and branches

thereof known as the Sarcoxie-Greenfield Line, approximately 37.75 miles in length extending from east city limits of the City of Sarcoxie and running north and east, serving the City of Miller, Villages of Bowers Mill, LaRussell, South Greenfield, and the Pensboro Community to the Greenfield Junction of the Company, all as located, constructed and equipped in the Counties of Dade, Jasper and Lawrence, State of Missouri.

A. The Log City Tap Line:

That certain three phase, 12000 volt, single circuit, wood pole distribution line known as the Log City Tap Line, approximately 6.50 miles in length extending from a point on the Sarcoxie-Greenfield Line in the NW¼ of Section 36, Township 29 N, Range 28 W., in the County of Lawrence to the Log City Camp, all as located in the Counties of Jasper and Lawrence, State of Missouri.

B. The Stotts City Tap Line:

That certain single phase, 12000 volt, single circuit, wood pole distribution line known as the Stotts City Tap Line approximately 1.60 miles in length extending from a point on the Sarcoxie-Greenfield Line in the NE¼ of Section 23, Township 28 N., Range 28 W., in the County of Lawrence to the Village of Stotts City, all as located, constructed and equipped in the County of Lawrence, State of Missouri.

59. The West Seventh Street-#64 Substation Line:

That certain three phase, 33000 volt, single and double circuit, wood pole transmission line known as the West Seventh Street-#64 Substation Line extending from The West Seventh Street Substation of the Company in the City of Joplin, County of Jasper, State of Missouri, to the Company's #64 Substation in the City of Joplin, County of Jasper, State of Missouri, approximately 3.60 miles in length (.60 miles double circuit, 3.00 miles single circuit), as located, constructed and equipped all in the City of Joplin, County of Jasper, State of Missouri.

60. THE SOUTH JOPLIN LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the South Joplin Line extending from the #64 Substation of the Company in the City of Joplin, County of Jasper, to the Company's #59 Substation in the City of Joplin, County of Jasper, State of Missouri, approximately 1.10 miles in length, as located, constructed and equipped all in the City of Joplin, County of Jasper, State of Missouri.

61. THE ATLAS LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as The Atlas Line, extending from the #64 Substation of the Company in the City of Joplin, County of Jasper, State of Missouri, to the Company's #69 Substation, in the County of Jasper, State of Missouri, approximately 10.50 miles in length (the same serving the operations of The Atlas Powder Company), as located, constructed and equipped in the County of Jasper, State of Missouri.

A. The North Joplin Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the North Joplin Tap Line extending from School Street Switching Station of the Company in the City of Joplin, County of Jasper, State of Missouri, to the Company's Second Street Substation in the City of Joplin, County of Jasper, State of Missouri, approximately .50 miles in length, as located, constructed and equipped all in the City of Joplin, County of Jasper, State of Missouri.

B. The Federal Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Federal Tap Line extending from the Joplin Atlas Junction of the Company in the County of Jasper, State of Missouri to the Company's Duenweg North Substation in the County of Jasper, State of Missouri, approximately 1.10 miles

in length (the same serving the mining operations of The Federal Mining and Smelting Company), as located, constructed and equipped in the County of Jasper, State of Missouri.

62. THE PORTO RICO LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Porto Rico line extending from the Oronogo Junction Substation of the Company in the County of Jasper, State of Missouri, to a point in the SW¼ of Section 27, Township 28 N., Range 32 W., (known as Porto Rico corner) in the County of Jasper, State of Missouri, approximately 4.00 miles in length, as located, constructed and equipped in the County of Jasper, State of Missouri.

63. THE ATLAS-JUNCTION-CARTHAGE LINE:

That certain three phase, 33000 volt, single and double circuit, wood pole transmission line known as the Atlas-Junction-Carthage Line extending from the Atlas Junction of the Company in the County of Jasper, State of Missouri, to a point, known as the Spring River corner in the NW¼ of Section 31, Township 29 N., Range 31 W, in the County of Jasper, State of Missouri, approximately 9.75 miles in length (1.00 mile double circuit, 8.75 miles single circuit), as located, constructed and equipped in the County of Jasper, State of Missouri.

64. THE DUPONT LINE:

That certain three phase, 2300 volt, single circuit, wood pole distribution line, known as the Dupont Line approximately 1.50 miles in length extending from the #47 Substation of the Company North and East to the E.I. du Pont de Nemours and Company Plant, all as located, constructed and equipped in the County of Jasper, State of Missouri.

65. THE DUENWEG LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line, known as the Duenweg

Line extending from a point on the Atlas Line in the NE¼ of Section 3, Township 27 N., Range 32 W., in the County of Jasper to the unincorporated Town of Duenweg, all as located, constructed and equipped in the County of Jasper, State of Missouri.

66. THE HERCULES LINE:

That certain three phase, 440 volt, single circuit, wood pole distribution line, known as the Hercules Line, approximately 1.75 miles in length extending from a point on the Atlas-Carthage Line in the SW¼ of Section 6, Township 28 N., Range 31 W., in the County of Jasper, to the plant of The Hercules Powder Company, all as located, constructed and equipped in the County of Jasper, State of Missouri.

67. THE INDEPENDENT-CARTHAGE LINE:

That certain three phase, 12000 volt and 2300 volt, single circuit, wood pole distribution line, known as the Independent-Carthage Line, approximately 2.25 miles in length extending from the #108 Substation of the Company to the Company's Carthage Substation in the City of Carthage, the same being a 12000 volt, three phase line for a distance of approximately .25 miles in length to the #107 Substation of the Company where the voltage is stepped down to 2300 volts; from this point the balance of the line is 2300 volt, three phase, the same serving the operations of The Independent Gravel Company's Lime Plant; at the Carthage Substation the power is converted to direct current, the same being distributed to power customers in the City of Carthage; all as located, constructed and equipped in the County of Jasper, State of Missouri.

A. The Carthage Marble Company Tap Line:

That certain three phase, 12000 volt, single circuit, wood pole distribution line, known as the Carthage Marble Company Tap Line, approximately .25 miles in length, extending from the #107 Substation of the Company East to a point in Section 33, Township 29

N., Range 31 W., in the County of Jasper, all as located, constructed and equipped in the County of Jasper, State of Missouri.

68. THE RURAL CIRCUIT LINES:

Those certain single and three phase, 6900 volt and 2300 volt, single circuit, wood pole distribution lines, known as the Rural Circuit Lines, approximately 87.60 miles in length, extending from various points on the Company Lines to various rural communities and rural customers, all as located, constructed and equipped in the County of Jasper, State of Missouri.

69. THE INDUSTRIAL AND MINING CIRCUIT LINES:

Those certain three phase, 2300 volt, single and double circuit, wood pole distribution lines, known as the Industrial and Mining Circuit Lines, extending from the various substations of the Company to the various industrial and lead and zinc mining customers, all as located, constructed and equipped in the County of Jasper, State of Missouri.

70. THE KANSAS EXPLORATIONS LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Kansas Explorations Line extending from a point in the NE¼ of Section 14, Township 33 W. Range 28 N. in the County of Jasper, State of Missouri to the Company's #117 and #187 Substations, the same serving mining properties of the Kansas Explorations Incorporated, approximately 6.00 miles in length, as located, constructed and equipped in the County of Jasper, State of Missouri.

71. THE WEST SEVENTH STREET-GRAND FALLS LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the West Seventh Street-Grand Falls Line extending from the West Seventh Street Substation of the Company in the City of Joplin, County of Jasper, State of Missouri, to the Com-

pany's 26th Street Junction in the City of Joplin, County of Jasper, State of Missouri, all as located, constructed and equipped in the City of Joplin, County of Jasper, State of Missouri.

* The above described line is insulated for 33000 volt but at present is being operated at 12000 volt.

72. THE JOPLIN-NEOSHO LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Joplin-Neosho Line extending from the #59 Substation of the Company in the City of Joplin, County of Jasper, State of Missouri, to a point in the SE¼ of Section 10, Township 25 N, Range 32 W, in the County of Newton, State of Missouri, approximately 9.70 miles in length, as located, constructed and equipped in the Counties of Jasper and Newton, State of Missouri.

* The above described line is insulated for 33000 volt, but is now operating at 12000 volt.

73. THE JOPLIN-GRAND FALLS LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Joplin-Grand Falls Line extending from a point in the NE¼ of Section 16, Township 27 N., Range 33 W., in the City of Joplin, County of Jasper, State of Missouri, to the Company's Grand Falls Hydro Plant in the County of Newton, State of Missouri, approximately 2.40 miles in length, as located, constructed and equipped in the Counties of Jasper and Newton, State of Missouri.

* The above described line is insulated for 33000 volt, but is now being operated at 12000 volt.

74. THE JOPLIN-WEBB CITY LINE:

That certain three phase, 33000 volt, double circuit, wood pole transmission line known as the Joplin-Webb City Line extending from the #7 Junction of the Company in the County of Jasper, State of Missouri to the Company's #22 Substation in the County of Jasper, State of Missouri, approximately 8.80 miles in length, as

located, constructed and equipped in the County of Jasper, State of Missouri.

A. The Rogers Foundry Tap Line:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Rogers Foundry Tap Line extending from the Oronogo Junction Substation of the Company on the Joplin Webb City Line in the County of Jasper, State of Missouri, to the plant of the Rogers Foundry in the City of Joplin, County of Jasper, State of Missouri, approximately 1.50 miles in length, as located, constructed and equipped in the County of Jasper, State of Missouri.

75. The West Seventh Street #7 Junction Line:

That certain three phase, 33000 volt, single and double circuit, wood pole transmission line known as the West Seventh Street #7 Junction line extending from West Seventh Street Substation of the Company in the City of Joplin, County of Jasper, State of Missouri to the Company's #7 Junction in the County of Jasper, State of Missouri, approximately 1.50 miles in length (1.00 miles double circuit on Type H wood pole structure, .50 miles single circuit), as located, constructed and equipped in the County of Jasper, State of Missouri.

76. The Avilla Line:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution line and branches thereof known as the Avilla Line, approximately 27.00 miles in length extending from a point on the Carthage-Boston Line in the NW¼ of Section 33, Township 29 N., Range 31 W., in the County of Jasper to a point in the SW¼ of Section 26, Township 29 N., Range 29 W., in the County of Jasper, all as located, constructed and equipped in the County of Jasper, State of Missouri.

77. The Reeds-Sarcoxie Line:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines

and branches thereof, known as the Reeds-Sarcoxie Line, approximately 13.00 miles in length extending from a point on the Avilla Line in the SE¼ of Section 25, Township 29 N., Range 29 W., in the County of Jasper to the Sarcoxie Substation of the Ozark Utilities Company in the City of Sarcoxie, all as located, constructed and equipped in the County of Jasper, State of Missouri.

78. THE ALBA-NECK CITY LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof, known as the Alba-Neck City Line, approximately 5.50 miles in length extending from a point on the Webb City-Carthage Line in the SW¼ of Section 27, Township 32 W., in the County of Jasper, North, through the towns of Alba and Purcell to the Town of Neck City, all as located, constructed and equipped in the County of Jasper, State of Missouri.

79. THE GALESBURG LINE:

Those certain, single phase, 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Galesburg Line, approximately 12.25 miles in length extending from the #199 Substation of the Company west and north to the Galesburg Community, all as located, constructed and equipped in the County of Jasper, State of Missouri.

80. THE ASBURY LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof, known as the Asbury Line, approximately 5.00 miles in length extending from a point on the Waco Tap Line in the NW¼ of Section 24, Township 29 N., Range 34 W., in the County of Jasper, north through the Towns of Waco and Asbury to a point approximately 1.50 miles North of the Town of Asbury, all as located, constructed and equipped in the County of Jasper, State of Missouri.

81. THE SMITHFIELD LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof, known as the Smithfield Line, approximately 2.50 miles in length extending from a point on the Twenty-Five Cycle Loop Line in the SW¼ of Section 36, Township 29 N., Range 34 W., in the County of Jasper to the Smithfield Community and the lead and zinc mining operations of the F. W. Evans Company, all as located, constructed and equipped in the County of Jasper, State of Missouri.

82. THE MARIONVILLE-REPUBLIC LINE:

That certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution line, known as the Marionville-Republic Line, extending from a point on the Marionville Crane Line located in the South half of Section 36, Township 27 N., Range 25 West, in the County of Lawrence, extending North and East through the Town of Billings, in the County of Christian, and to the City of Republic, in the County of Greene, same serving the Town of Billings, City of Republic and rural customers, approximately 18.00 miles in length, all as located, constructed and equipped in the Counties of Lawrence, Christian and Greene, State of Missouri.

83. THE MT. VERNON LINE:

That certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution line, known as the Mt. Vernon Line, extending from the Company's substation located in the Northwest Quarter of Section 19, Township 26 N., Range 25 West., West and North to the Company's substation located on the West City limits of Mt. Vernon, approximately 23.5 miles in length, all as located, constructed and equipped in the County of Lawrence, State of Missouri.

84. THE VERONA LINE:

That certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution line,

extending from a point on the Mt. Vernon Line of the Company on the west edge of the City of Aurora, to the Verona Substation of the Company, located in the Town of Verona, approximately 4.5 miles in length, all as located, constructed and equipped in the County of Lawrence, State of Missouri.

85. THE HOBERG LINE:

That certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution line extending from a point on the Mt. Vernon Line in the Southeast Quarter of Section 36, Township 28 N., Range 26 W., to the Town of Hoberg, located in the County of Lawrence, approximately 2.5 miles in length, all as located, constructed and equipped in the County of Lawrence, State of Missouri.

86. THE #66 HIGHWAY LINE:

Those certain single and three phase, 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the #66 Highway Line, approximately 9.25 miles in length, extending from the south city limits of the City of Miller, south to #66 Highway and east and west on said highway, all as located, constructed and equipped in the County of Lawrence, State of Missouri.

87. THE OZARK BEACH-AURORA LINE:

That certain three phase, 132000 volt, single circuit, type H wood pole structure transmission line known as the Ozark Beach-Aurora Line extending from The Ozark Beach Hydro Plant of the Company in the County of Taney, State of Missouri, to the Company's Aurora Substation in the County of Lawrence, State of Missouri, approximately 35.57 miles in length, as located, constructed and equipped in the Counties of Lawrence, Stone, and Taney, in the State of Missouri.

88. THE FREISTATT LINE:

That certain single phase, 6900 volt, single circuit, wood pole distribution line known as the Freistatt

Line, approximately 4.00 miles in length extending from a point on the White River Line in the SE¼ of Section 17, Township 26 N., Range 27 W., in the County of Lawrence, to the Town of Freistatt, all as located, constructed and equipped in the County of Lawrence, State of Missouri.

89. THE MONETT LINE:

That certain three phase, 12000 volt, double circuit, wood pole distribution line known as the Monett Line, approximately 2.50 miles in length extending from a point on the White River Line in the SE¼ of Section 17, Township 26 N., Range 27 W., in the County of Lawrence to the Company's #153 Substation located on the property of Railways Ice Company in the City of Monett, all as located, constructed and equipped in the Counties of Lawrence and Barry, State of Missouri.

90. THE RURAL CIRCUIT LINES:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines, approximately 20.25 miles in length, extending from various points on the Company's lines to rural communities and rural customers, all as located, constructed and equipped in the County of Lawrence, State of Missouri.

91. THE PINEVILLE LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof, known as the Pineville Line, approximately 3.75 miles in length extending from the Lanagan Substation of the Company in the Town of Lanagan, to the City of Pineville, all as located, constructed and equipped in the County of McDonald, State of Missouri.

92. THE SOUTHWEST CITY LINE:

That certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution line known as the Southwest City Line, approximately 11.50 miles

in length extending from a point on the Neosho-Gravette Line in the SW¼ of Section 14, Township 21 N., Range 33 W., in the County of McDonald, to the City of Southwest City, all as located, constructed and equipped in the County of McDonald, State of Missouri.

93. THE RURAL CIRCUIT LINES:

Those certain single phase, 6900 volt, single circuit, wood pole distribution lines, known as the Rural Circuit Lines, approximately 7.25 miles in length extending from various points on the Company's lines to various rural communities and rural customers, all as located, constructed and equipped in the County of McDonald, State of Missouri.

94. THE JOPLIN-NEOSHO N.W. LINE:

That certain three phase, 66000 volt, single circuit, wood pole transmission line known as the Joplin-Neosho N.W. Line extending from a point on the White River Line in the NW¼ of Section 21, Township 27 N, Range 33 W. in the County of Newton, State of Missouri to the Company's Neosho N.W. Substation in the County of Newton, State of Missouri, approximately 18.90 miles in length, as located, constructed and equipped in the County of Newton, State of Missouri.

95. THE NEOSHO-GRAVETTE LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Neosho-Gravette Line extending from the Neosho N.W. Substation of the Company in the County of Newton, State of Missouri to the Missouri-Arkansas State line at a point in the S.E.¼ of Section 34, Township 27 N., Range 33 W. in the County of McDonald, State of Missouri, approximately 31.40 miles in length, as located, constructed and equipped in the Counties of Newton and McDonald, State of Missouri.

96. THE RITCHEY LINE:

Those certain single phase, 6900 volt, single circuit, wood pole distribution lines and branches thereof, known as the Ritchey Line, approximately 3.60 miles in length extending from a point on the White River Line in the NW¼ of Section 11, Township 26 N., Range 30 W. in Newton County to the Town of Ritchey, all as located, constructed and equipped in the county of Newton, State of Missouri.

97. THE GRANBY LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Granby Line, approximately 9.00 miles in length extending from the #176 Substation of the Company to the Granby Junction, all as located, constructed and equipped in the County of Newton, State of Missouri.

98. THE DIAMOND-NEOSHO LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Diamond-Neosho Line approximately 11.50 miles in length extending from the Diamond Substation of the Company south to a point in the NW¼ of Section 22, Township 25 N., Range 31 W., in Newton County, all as located, constructed and equipped in the County of Newton, State of Missouri.

99. THE NEOSHO-NEWTONIA-STELLA LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single and double circuit, wood pole distribution line and branches thereof known as the Neosho-Newtonia-Stella Line approximately 23.75 miles in length (2.15 miles double circuit, 21.60 miles single circuit) extending from the east city limits of the City of Neosho east to the Town of Newtonia and south to the Towns of Stark City and Stella, all as located, constructed and equipped in the County of Newton, State of Missouri.

100. The Fairview Line:

That certain three phase, 12000 volt, single circuit, wood pole distribution line known as the Fairview Line approximately 6.00 miles in length extending from a point on the Neosho-Newtonia-Stella Line in the NE¼ of Section 7, Township 24 N., Range 30 W., in the County of Newton, to the Town of Fairview, all as located, constructed and equipped in the County of Newton, State of Missouri.

101. The Seneca Line:

That certain three phase, 12000 volt, single circuit, wood pole distribution line known as the Seneca Line, approximately 4.75 miles in length extending from the Racine Substation of the Company to the east city limits of the City of Seneca, all as located, constructed and equipped in the County of Newton, State of Missouri.

102. The Rural Circuit Lines:

Those certain single and three phase, 12000 volt, 6900 volt and 2300 volt, single circuit, wood pole distribution lines, known as the Rural Circuit Lines, approximately 44.80 miles in length extending from various points on the Company's lines to rural communities and rural customers, all as located, constructed and equipped in the County of Newton, State of Missouri.

103. The American Zinc Line:

That certain three phase, 12000 volt, single circuit, wood pole distribution line, known as the American Zinc Line, approximately .75 miles in length extending from a point on the White River Line in the NW¼ of Section 24, Township 27 N., Range 32 W., in the County of Newton to the #191 Substation of the Company, the same serving the lead and zinc mining operations of the American Zinc, Lead and Smelting Company, all as located, constructed and equipped in the County of Newton, State of Missouri.

104. THE FEDERAL AROMA LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line known as the Federal Aroma Line, approximately .75 miles in length extending from a point in the SE¼ of Section 24, Township 25 N., Range 31 W., in the County of Newton to a point in the SE¼ of Section 19, Township 25 N., Range 31 W., in the County of Newton, the same serving the lead and zinc mining operations of The Federal Mining and Smelting Company, all as located, constructed and equipped in the County of Newton, State of Missouri.

105. THE MORRISVILLE-PLEASANT HOPE LINE:

Those certain single and three phase, 12000 volt, single circuit, wood pole distribution lines and branches thereof known as the Morrisville-Pleasant Hope Line, approximately 21.40 miles in length, extending from the south city limits of the City of Bolivar through the Village of Morrisville and the Brighton and Pleasant Hope Communities, all as located, constructed and equipped in the County of Polk, State of Missouri.

106. THE BOLIVAR NORTH LINE:

Those certain single phase, 12000 volt, single circuit, wood pole distribution lines and branches thereof known as the Bolivar North Line, approximately 5.20 miles in length, extending from the north city limits of the City of Bolivar to rural communities north of Bolivar, all as located, constructed and equipped in the County of Polk, State of Missouri.

107. THE ALDRICH LINE:

Those certain single phase, 12000 volt, single circuit, wood pole distribution lines and branches thereof known as the Aldrich Line approximately 8.40 miles in length extending from a point on The Humansville-Bolivar Line in the NE¼ of Section 3, Township 33 North, Range 24 West to the Aldrich Community, all as located, constructed, and equipped in the County of Polk, State of Missouri.

108. THE FLEMINGTON LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Flemington Line, approximately 7.30 miles in length extending from the east city limits of the City of Humansville to the Flemington Community, all as located, constructed and equipped in the County of Polk, State of Missouri.

109. THE HUMANSVILLE-BOLIVAR LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Humansville-Bolivar Line, extending from the Humansville Substation of the Company in the City of Humansville, County of Polk, State of Missouri, to the Company's Burns Substation in the County of Polk, State of Missouri, approximately 27.35 miles in length, as located, constructed and equipped in the County of Polk, State of Missouri.

110. THE INDEPENDENT GRAVEL LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line, approximately .75 miles in length, extending from the east limits of the village of Collins to the Independent Gravel Substation of the Company, all as located, constructed and equipped in the County of St. Clair, State of Missouri.

111. THE GERSTER LINE:

Those certain single phase, 2300 volt, single circuit, wood pole distribution lines and branches thereof known as the Gerster Line, approximately 4.60 miles in length extending from a point on the Caplinger-Osceola Line at a point in the SW¼ of Section 24, Township 37 North, Range 25 West, to the Gerster Community, all as located, constructed and equipped in the County of St. Clair, State of Missouri.

112. THE WEAUBLEAU-CROSS TIMBERS LINE:

Those certain three phase, 12000 volt, single circuit, wood pole distribution lines and branches thereof known as the Weaubleau-Cross Timbers Line, approximately 36.40 miles in length extending from the Collins Substation of the Company in the County of St. Clair, State of Missouri, through the Villages of Weaubleau and Wheatland and the Hermitage, Preston and Cross Timbers Communities, all as located, constructed and equipped in the Counties of St. Clair and Hickory, State of Missouri.

113. THE GALENA-REEDS SPRING LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line, known as The Galena-Reeds Spring Line, approximately 16.00 miles in length extending from the south city limits of the City of Crane, through the City of Galena to the Town of Reeds Spring, all as located, constructed and equipped in the County of Stone, State of Missouri.

114. THE STUTTS LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof, known as the Stutts Line, approximately 2.25 miles in length extending from the North limits of the Town of Reeds Spring to the Stutts Community at a point in Section 19, Township 24 N., Range 22 W., on Highway #65 in the County of Stone, all as located, constructed and equipped in the County of Stone, State of Missouri.

115. THE MARIONVILLE-CRANE LINE:

That certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution line extending from a point approximately .7 of a mile east of the Company's #503 Substation located in Marionville and running thence East and South to the City of Crane, approximately 10.00 miles in length, all as lo-

cated, constructed and equipped in the Counties of Lawrence and Stone, State of Missouri.

116. THE HURLEY LINE:

That certain single phase, 6900 volt, single circuit, wood pole, distribution line extending from a point on the Marionville-Crane Line in the West half of Section 28, Township 26 N., Range 24 West., extending East approximately 5.5 miles in length, all as located, constructed and equipped in the County of Stone, State of Missouri.

117. THE RURAL CIRCUIT LINES:

Those certain single phase, 6900 volt, single circuit, wood pole distribution lines, known as the Rural Circuit Lines, approximately 9.75 miles in length extending from various points on the Company's lines to various rural communities and rural customers, all as located, constructed and equipped in the County of Taney, State of Missouri.

118. THE BRANSON LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Branson Line approximately 7.25 miles in length extending from The Ozark Beach Hydro Plant of the Company to the City of Branson, all as located, constructed and equipped in the County of Taney, State of Missouri.

119. THE HOLLISTER LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line, known as the Hollister Line approximately 1.50 miles in length extending from the east city limits of the City of Branson, to the Town of Hollister, all as located, constructed and equipped in the County of Taney, State of Missouri.

120. THE FORSYTH LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Forsyth Line approximately 2.25 miles in length extending from a point on the White River Line in the SE¼ of Section 5, Township 23 N., Range 20 W., in the County of Taney to the Town of Forsyth, all as located, constructed and equipped in the County of Taney, State of Missouri.

121. THE PICHER EAST AND SOUTH LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Picher East and South Line extending from the #36 Substation of the Company in the County of Ottawa, State of Oklahoma, to the Company's #28 Substation in the County of Ottawa, State of Oklahoma, approximately 2.50 miles in length, as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

122. THE CARDIN EAST AND WEST LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Cardin East and West Line extending from the Twenty-five Junction Tower of the Company in the City of Picher, County of Ottawa, State of Oklahoma, to the plant of The Eagle Picher Mining and Smelting Company in the County of Ottawa, State of Oklahoma, approximately 2.00 miles in length, as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

123. THE SCAMMON HILL LINE:

That certain three phase, 33000 volt, single circuit, wood pole transmission line known as the Scammon Hill Line extending from the plant of The Eagle Picher Mining and Smelting Company in the County of Ottawa, State of Oklahoma to the Company's Scammon Hill Substation in the County of Ottawa, State of Oklahoma, approximately 2.65 miles in length, as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

124. THE OTTAWA LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Ottawa Line, approximately 13.50 miles in length extending from the Narcissa Junction of the Company to a point in the SW¼ of Section 4, Township 27 N., Range 24 E., in the County of Ottawa, State of Oklahoma, all as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

125. THE LINCOLNVILLE LINE:

Those certain single and three phase, 2300 volt, single circuit, wood pole distribution lines and branches thereof, known as the Lincolnville Line, approximately 11.50 miles in length extending from the #52 Substation of the Company to Lincolnville and surrounding rural communities and serving lead and zinc mining operations around Lincolnville, all as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

126. THE COMMERCE-NORTH MIAMI LINE:

That certain single and three phase, 2300 volt, single circuit, wood pole distribution line known as the Commerce-North Miami Line, approximately 2.50 miles in length extending from the #173 Substation of the Company to the north limits of the Town of North Miami, all as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

127. THE QUAPAW LINE:

That certain three phase, 2300 volt, single circuit, wood pole distribution line, known as the Quapaw Line, approximately 1.25 miles in length extending from the #24 Substation of the Company to the West limits of the Town of Quapaw, all as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

128. THE MINING CIRCUIT LINES:

Those certain three phase, 2300 volt, single and double circuit, wood pole distribution lines, known as the Mining Circuit Lines extending from the various substations of the Company to the various lead and zinc mining companies, all as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

129. THE WYANDOTTE LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof known as the Wyandotte Line, approximately 9.60 miles in length extending from a point on the Missouri-Oklahoma State line in Section 9, Township 27 N, Range 25 E., in the County of Ottawa, State of Oklahoma, to the north limits of the Town of Wyandotte, all as located, constructed and equipped in the County of Ottawa, State of Oklahoma.

130. THE WELCH-FAIRLAND LINE:

Those certain single and three phase, 12000 volt and 6900 volt, single circuit, wood pole distribution lines and branches thereof, known as the Welch-Fairland Line, approximately 23.75 miles in length extending from the Welch Substation of the Company to the north limits of the Town of Fairland, all as located, constructed and equipped in the Counties of Craig and Ottawa, State of Oklahoma.

PART FIFTH

(WATER PLANTS AND RIGHTS)

All of the right, title, interest, equity, claim and demand of the Company (save as to properties hereinafter specifically excepted) in and to all water plants, water appropriations, any and all decrees therefor, rights to the use of water, ditches, ditch rights, claims and filings with respect thereto, all reservoirs and rights of storage therein and rights of

flooding or overflow of land, flowage rights, permits, franchises, consents, privileges and licenses forming a part of or appertaining thereto, or used or enjoyed, or capable of being used or enjoyed in conjunction or connection with the ownership, operation, use and/or maintenance of the property of the Company, and more particularly described as follows:

LAWRENCE COUNTY, MISSOURI

A. FEES:

1. AURORA DEEP WELL:

A tract of land in County of Lawrence, State of Missouri, beginning at the Northwest (NW) Corner of Lot Nineteen (19), Block sixteen (16), Original Survey (O.S.) to Aurora, Missouri; thence Eighty Feet South (80 Ft.S.), thence Forty Feet East (40 Ft.E.), thence Eighty Feet North (80 Ft. N.), thence Forty Feet West (40 Feet West) to the place of beginning.

2. HEAD OF SPRING RIVER:

6.25 acres, being that part of the Northwest Quarter of the Northwest Quarter of Section Twenty-eight, Township Twenty-six, Range Twenty-six, described as follows: Beginning on the East line of said quarter at a point 170 feet South of the Northeast Corner of same, thence South on the line a distance of 530 feet to an iron stake, thence North 70 degrees west a distance of 565 feet to a concrete corner; thence North 20 degrees East a distance of 294 feet to the Southwest Corner of the concrete Spring-House, thence North 62 degrees east a distance of 10 feet to the Southeast Corner of said Spring-House, thence North 42 degrees East a distance of 158 feet to an iron stake in the edge of Spring River and 150 feet from the edge of the lake, thence South 84½ degrees East a distance of 235 feet to an iron stake 125 feet from the edge of the lake, thence South 65½ degrees East a distance of 98 feet to the place of beginning and containing 5.36 acres, more or less;

Also, that part of the Northeast Quarter of the Northwest Quarter of the same section, township and range, described as follows: Beginning at the same point as before, thence South on the line a distance of 530 feet to an iron stake, thence South 70 degrees East 83 feet to an iron stake, thence North parallel with said line 375 feet to an iron stake and 150 feet from the edge of the lake, thence North 10 degrees West 163 feet to an iron stake 150 feet from the edge of the lake, thence North 65½ degrees West 50 feet to the place of beginning and containing .90 acres more or less.

3. Marionville Water Plant:

A tract of land in County of Lawrence, State of Missouri: Commencing at the Northwest corner of Block No. one (1) Youngblood's Addition to Marionville, thence East on the North line of said Block, One hundred fifty (150) feet, thence South Three hundred eighty-two (382) feet, thence West One hundred fifty (150) feet, thence North three hundred eighty-two (382) feet to the place of beginning, or more briefly described as North ⅔ of strip of land 150 ft. E. and W. by 573 ft. North and South off of the west side of and a part of Block one (1) Youngblood's Addition to town (now city) of Marionville, Missouri.

Also, commencing Two hundred and ninety five (295) feet North of the Southeast corner of Block One (1), Youngblood's Addition to Marionville, Missouri on East line of said Block, thence West Two hundred and ninety-one (291) feet, thence South Ten (10) feet, thence East Two hundred and ninety-one (291) feet, thence North Ten (10) feet to place of beginning.

4. Verona Water Plant and Reservoir:

A tract of land in County of Lawrence: all that certain tract, lot or parcel of land, with the pumping station, reservoir, and other improvements thereon erected, likewise lying, being and situate in the said County of Lawrence and State of Missouri, particularly described as

follows: Beginning at a point two hundred and sixty (260) feet East of the Northwest corner of the Southwest quarter of the Northeast quarter of Section seventeen (17), Township Twenty-six (26), Range Twenty-six (26), thence South six hundred and sixty (660) feet, thence East three hundred and twenty-four (324) feet, or to the right-of-way of the Saint Louis and San Francisco Railway Company, thence North six hundred and sixty (660) feet to the North boundary line of the Southwest quarter of the Northeast quarter of said Section Seventeen (17), thence West on said line to the place of beginning.

Also beginning at a point where the East line of the right of way of the Saint Louis and San Francisco Railway Company intersects the North boundary line of the Southwest quarter of the Northeast quarter of Section Seventeen (17), Township twenty six (26), Range twenty six (26), thence due East on said boundary line two hundred and forty (240) feet, thence South eight (8) feet, thence West two hundred and forty (240) feet to said railroad right of way, thence North eight (8) feet to the place of beginning. Recorded in deed, dated August 31, 1909, book 108, page 188.

5. Aurora Standpipe:

A tract of land in County of Lawrence, State of Missouri; all that certain lot, tract or parcel of land, with the stand-pipe and other improvements thereon erected, lying, being and situate in the County of Lawrence, State of Missouri, being parts of lots numbered seventeen (17) and eighteen (18), block sixteen (16), on the old Survey of the town, now City, of Aurora, State of Missouri, particularly described as follows: Beginning at the Northeast Corner of Lot number seventeen (17), thence running East twenty five (25) feet along the North line of Lot number eighteen (18), thence South fifty (50) feet, thence West fifty (50) feet, thence North fifty (50) feet, thence East twenty five (25) feet, to the place of beginning; recorded in Book 108, page 188.

B. LEASES:

(a) Part of the Northwest quarter (NW¼) of the Northeast quarter (NE¼) of Section 17 and part of the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of Section 8, all in Township 26, Range 26, in the County of Lawrence, State of Missouri. Lease dated November 8, 1902 (apparently perpetual lease) signed by Fred Preunte and F. William Hill, given to the Aurora Water Company, the right to take water above the dam of "Old Veach Mill." Recorded Book 108 page 188.

(b) Part of the Southeast quarter (SE¼) of Northeast quarter (NE¼) of Section 20, Township 26, Range 26, in the County of Lawrence, State of Missouri. Lease dated November 23, 1922 signed by A. C. Smith and M. C. Smith (apparently perpetual lease), the right to take water above the dam of "Red Mill".

(c) One acre of land the center of which is an iron stake located South 76½ degrees East 256 feet from the concrete corner at the Northwest Corner of the Northeast Quarter (N.E.¼) of the Northwest Quarter (N.W.¼) of Section Twenty-eight, Township Twenty-six, Range Twenty-six, and running thence 104 feet each way, North, South, East and West, and more fully described as follows:—Beginning on the said section line at a point 144 feet East of the aforesaid concrete corner, running thence South 168 feet, thence East 208 feet, thence North 168 feet to the said Section line, thence West on said Section line 208 feet to the place of beginning, and containing .81 of an acre, more or less, and all lying in the Northeast Quarter of the Northwest Quarter of Section Twenty-eight, Township Twenty-six, Range Twenty-six, Lawrence County, Missouri;

Also the following tract of land; Beginning at the same point as before in preceding paragraph, thence North 40 feet, thence East 208 feet, thence South 40 feet to the said section line, thence West on said section line 208 feet to the place of beginning, and con-

taining .19 of an acre, more or less, and located in the Southeast Quarter of the Southwest Quarter of Section Twenty-one, Township Twenty-six, Range Twenty-six, Lawrence County, Missouri, as described in a deed dated June 1, 1918, signed by O. M. Young and Phoebe Young, and recorded in the office of the Recorder of Lawrence County in Book 133 at page 158.

(d) Marbut Springs:

A tract of land in County of Lawrence, State of Missouri: all that part of the Southeast quarter of the Southwest quarter of Section Seventeen (17), Township Twenty six (26), Range Twenty six (26), bounded and described as follows: A parcel of which the centre of the spring thereon, commonly known as the "Marbut Spring", shall be the centre, and being in the form of a parallelogram, and extending from said point West fifteen (15) feet, and East to the West line of the present public road, and North thirty (30) feet, and South eight (8) feet. Recorded in Book 108, page 188.

(e) Head of Spring River in Sections 21 and 28, Township 26, Range 26, in the County of Lawrence, State of Missouri. Right to take water from a spring. Dated October 11, 1919, signed by O. M. Young and Phoebe Young, for 99 years. Recorded in Book 133 at page 606.

(f) Deep Well West of Aurora:

A tract of land in County of Lawrence, State of Missouri: beginning at a point which is located four hundred fifty-one and one-half (451½) feet east and one hundred eighty-one (181) feet north of southwest corner of Section Twelve (12), Township twenty-six (26), Range twenty-six (26), Lawrence County, Missouri, thence west fifty (50) feet, thence north fifty (50) feet, thence east fifty (50) feet, thence south fifty (50) feet to beginning.

C. THE LANDS INCLUDED IN THE HYDRO PROJECT ON WHAT HAS BEEN KNOWN AS THE TABLE ROCK SITE IN TANEY COUNTY, MISSOURI, WITH RESERVOIR SITE EXTENDED THROUGH BARRY AND STONE COUNTIES, MISSOURI, AS FOLLOWS:

BARRY COUNTY, MISSOURI

(1) A tract of land in County of Barry, State of Missouri: all of Lot Two (2) except Seven and one-half (7½) acres off the East side of said Lot Two (2) in Section Ten (10) and containing Forty-seven and one-half (47½) acres, more or less, and all of Lots One (1) and Two (2) of the Northwest Quarter (NW¼) of Section Eleven (11), all in Township Twenty-one (21) of Range Twenty-five (25) West of the Fifth Principal Meridian, and containing Seventy-seven (77) acres, more or less, in the last mentioned tract and being One Hundred Twenty-four and one-half (124½) acres, more or less, in all;

(2) All that part of the West half (W½) of the Northwest Quarter (NW¼) of Section Twenty-seven (27) of Township Twenty-two (22) of Range Twenty-five (25) that lies West of White River, and West of the 5th Principal Meridian;

(3) Lot Nine (9) of the Northwest Quarter (NW¼), Section Fourteen (14), Township Twenty-two (22), Range Twenty-five (25), also the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), on the left bank of White River, descending, in Section Fifteen (15), Township Twenty-two (22), Range twenty-five (25);

(4) Lot Number Six (6) in the Northeast Quarter (NE¼) of Section Number One (1), Township Number Twenty-one (21) North, Range Number Twenty-five (25) West of the Fifth Principal Meridian, containing Fifty-four and 35/100 (54.35) acres be the same more or less;

(5) Lot Twelve (12) or the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), Section Twenty-nine (29), Township Twenty-two (22) North,

Range Twenty-five (25) West of the Fifth (5th) Principal Meridian, containing Thirty-one and 90/100 (31.90) acres, more or less;

(6) Lot Eleven (11) or the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), Section Twenty-nine (29), Township Twenty-two (22) North, Range Twenty-five (25) West of the Fifth (5th) Principal Meridian, containing Forty (40) acres be the same more or less;

(7) All of Lots Number One (1), Two (2), Three (3), Four (4), Six (6) and Seven (7) in Section Twenty-four (24), Township Twenty-two (22), Range Twenty-five (25);

(8) The Southwest Fractional Quarter (SW fr. ¼) South of River in Section Thirteen (13), and Lots Number Fourteen (14) and Sixteen (16) of the Southeast Fractional Quarter (SE fr. ¼) of Section Fourteen (14), all in Township Twenty-two (22), Range Twenty-five (25);

(9) The Northwest Quarter (NW¼) of the Northeast Fractional Quarter (NE fr. ¼), and the East Half (E½) of the Northwest Quarter (NW¼), and the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), of Section Twenty-five (25); and the East Half (E½) of the Southeast Quarter (SE¼) of Section Twenty-three (23), in Township Twenty-two (22), Range Twenty-five (25);

Containing Five Hundred Thirty-two & 10/100 (532.10) acres more or less in all said tracts, as described in a deed dated May 19, 1936, signed by Mid-West Development Company, and recorded in the office of the Recorder of Deeds of Barry County on page 111, in Book 165.

STONE COUNTY, MISSOURI

(1) A tract of land in County of Stone, State of Missouri: all of Lot Eight (8) of the Northwest quarter (NW¼) of Section One (1) and the East half (E½) of Lot one (1) of the Northeast quarter (NE¼) and

the Northeast Quarter (NE¼) of the Northeast quarter (NE¼) of Section Two (2), all in Township Twenty-two (22) of Range Twenty-four (24), containing 128.20 acres, more or less, all lying and being on the right bank of James Fork, White River, descending;

(2) All of the South half (S½) of the Southwest quarter (SW¼), Right bank of river descending; of Section Thirty-six (36), in Township Twenty-three (23) North, Range Twenty-four (24), West of the Fifth Principal Meridian, containing sixty and one-half (60½) acres;

(3) All of the West Half (W½) of the Northeast Quarter (NE¼) of Section Thirty (30), in Township Twenty-three (23), North of Range Twenty-three (23) West of the Fifth Principal Meridian, containing Eighty (80) acres;

(4) All of the West Half (W½) of the Southeast Quarter (SE¼) of Section Thirty (30), in Township Twenty-three (23), North of Range Twenty-three (23), West of the Fifth Principal Meridian, containing Eighty (80) acres;

(5) All of the Southeast (SE) fractional quarter of Section Twenty (20), Township Twenty-two (22), Range Twenty-four (24) West, containing One Hundred Forty-eight and 75/100 (148.75) acres;

(6) All the Northeast Quarter (NE¼), and North half (N½) of the Southeast Quarter (SE¼), and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), all in Section Seven (7), Township Twenty-two (22) North of Range Twenty-two (22) West of the Fifth Principal Meridian: Also, the Northeast Quarter (NE¼) (containing One Hundred Fifty-eight and Fifty-six hundredths (158.56) acres), and East Half (E½) of the Southeast Quarter (SE¼) of Section One (1); and all the Southeast Quarter (SE¼) of Section Five (5), and the East Half (E½) of the Southeast Quarter (SE¼), and the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Eleven (11),

(7) And the West Half (W½) of the Northwest Quarter (NW¼) of Section Thirteen (13),

(8) And the South Half (S½) of the Northeast Quarter (NE¼) and the West Half (W½) of the Southeast quarter (SE¼) and the East Half (E½) of the Southwest Quarter (SW¼) of Section Fifteen (15),

(9) And the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) and the South Half (S½) of the Northeast Quarter (NE¼) and the East Half (E½) of the Northwest Quarter (NW¼) and the North Half (N½) of the Southeast Quarter (SE¼) and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), of Section Twenty-three (23),

(10) And all the North Half (N½) of Section, and the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), and the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Twenty-nine (29),

All in Township Twenty-two (22) North of Range Twenty-three (23) West of the Fifth Principal Meridian;

(11) Also, The Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Nine (9),

(12) And the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼), and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Eleven (11),

(13) And the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) and the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) (containing 82.05 acres) of Section Seventeen (17),

All in Township Twenty-two (22) North of Range Twenty-four (24) West of the Fifth Principal Meridian;

(14) Also, the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Nineteen (19),

(15) And the Southwest Quarter (SW¼) (containing 159.78 acres), and South Half (S½) of Southeast Quarter (SE¼) of Section Thirty-one (31),

All in Township Twenty-three (23) North of Range Twenty-three (23) West of the Fifth Principal Meridian;

(16) Also, the Southeast Quarter (SE¼) of the Northeast Quarter, (NE¼) of Section Twenty-three (23),

(17) And Lots Eight (8), Thirteen (13) and Fourteen (14) and the North Half (N½) of Lot Twelve (12), of Section Twenty-five (25),

(18) And the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-seven (27),

(19) And the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Thirty-three (33),

All in Township Twenty-three (23) North of Range Twenty-four (24) West,

Containing in all Twenty-six Hundred Sixty and Thirty-nine one hundredths (2660.39) acres;

(20) All the Northeast Quarter (NE¼) of Section Three (3), Township Twenty-two (22), Range Twenty-three (23), containing one hundred fifty-four and thirty-six one-hundredths (154.36) acres;

(21) All the Northeast Quarter (NE¼) of Section Eleven (11), Township Twenty-two (22), Range Twenty-three (23), containing one hundred and fifty-six and 52/100 (156.52) acres;

(22) All of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Fourteen (14), Township Twenty-two (22), Range Twenty-three (23);

(23) All of the West Half (W½) of the Southeast Quarter (SE¼) Section Twenty-three (23), Township Twenty-three (23), Range Twenty-four (24), lying North of James River, except a certain tract and part of said land heretofore sold and deeded to Joseph H.

Jones by Warranty Deed dated the 8th day of September, 1923, and recorded in Deed Records of Stone County, Missouri, in Book 54 at page 399;

(24) Northeast (NE) Southwest (SW) Fractional Quarter Section Twenty-eight (28), Township Twenty-three (23), Range Twenty-four (24), containing Forty-eight and 25/100 (48.25) acres, more or less,

(25) The West Half (W½) of the Northwest Quarter (NW¼), the Southwest Quarter (SW¼) North of River, the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the South Half (S½) of the Southeast Quarter (SE¼), North of River, the Southwest Fractional Quarter (SW fr. ¼) of the Northeast Quarter (NE¼), all on right bank of James Fork of White River, descending; all in Section Twenty-one (21); and the Northwest fractional Quarter (NW fr.¼) of the Southwest fractional Quarter (SW fr. ¼) on the right bank of James Fork of White River, descending, in Section Twenty-two (22); all being in Township Twenty-three (23), Range Twenty-four (24),

(26) The East Half (E½) of Lots One (1) and Two (2), Northwest Quarter (NW¼), Section Six (6), Township Twenty-two (22), Range Twenty-two (22), containing Seventy-four and fourteen hundredths (74.14) acres, more or less,

(27) All the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Seven (7), Township Twenty-two (22), Range Twenty-two (22);

(28) Also, the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Twenty-seven (27), Township Twenty-two (22), Range Twenty-three (23);

(29) Also, the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), the South Half (S½) of the Northeast Quarter (NE¼) and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Three (3), Township Twenty-two (22), Range twenty-four (24);

(30) Also, the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Five (5), Township Twenty-two (22), Range Twenty-four (24);

(31) Also, the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Seven (7), Township Twenty-two (22), Range Twenty-four (24);

(32) Also, the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Eleven (11), Township Twenty-two (22), Range Twenty-four (24);

(33) Also, the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Fifteen (15), Township Twenty-three (23), Range Twenty-four (24);

(34) Also, the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Thirty-one (31), Township Twenty-three (23), Range Twenty-two (22);

(35) Also, the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Three (3), Township Twenty-two (22), Range Twenty-four (24);

(36) And also, the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section one (1), Township Twenty-two (22), Range Twenty-three (23);

And containing in gross Five Hundred and Fifty-nine and Ninety-nine one-hundredths (559.99) acres;

(37) The East Half (E½) of the Northeast Quarter (NE¼) and the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Ten (10), Township Twenty-two (22), Range Twenty-three (23);

(38) Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Seventeen (17), Township Twenty-two (22), Range Twenty-four (24);

(39) All of the South Half (S½) of Lot Number Two (2) of the Southwest Quarter (SW¼) of Section Thirty-one (31), Township Twenty-two (22) North, and Range Twenty-three (23) West of the Fifth Principal Meridian,

containing forty-six and 42/100 (46.42) acres more or less, according to the plat of the United States Government Survey thereof;

(40) All of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Fifteen (15), Township Twenty-two (22), Range Twenty-three (23);

(41) Southwest Quarter (SW¼) of Northwest Quarter (NW¼) Section Twenty-nine (29), Township Twenty-two (22), Range Twenty-two (22), and the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Eighteen (18), Township Twenty-two (22), Range Twenty-two (22), containing eighty (80) acres, more or less,

(42) All of Lot Nine (9) of Section one (1) of Township Twenty-two (22) of Range Twenty-four (24) West, containing Forty-eight and twenty one-hundredths (48.20) acres;

(43) All of the South one-half (S½) of the Southeast Quarter (SE¼) and the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), and the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Seven (7), Township Twenty-two (22) North, Range Twenty-four (24), West of the Fifth Principal Meridian, containing One Hundred Sixty (160) acres, more or less;

(44) The Southwest Fractional Quarter (SW fr. ¼) of Section Thirty (30), and the Northwest Quarter (NW¼) of the Northwest Fractional Quarter (NW fr. ¼) of Section Thirty-one (31) on the left bank of White River, descending, of Township Twenty-two (22), North of Range Twenty-two (22), West, and also the Southeast Quarter (SE¼), and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼), of Section Twenty-five (25), and the North Half (N½) of the Northeast Fractional Quarter (NE fr. ¼) and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), of Section Thirty-six (36), on the left bank of White River, descending, in Township Twenty-two (22), North of

Range Twenty-three (23), West of the Fifth Principal Meridian;

(45) North Seven (7) acres of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), Section Twenty-seven (27), Township Twenty-three (23), Range Twenty-four (24);

(46) South Seven (7) acres off Lot Seven (7), Section Twenty-five (25), Township Twenty-three (23), Range Twenty-four (24);

(47) Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Two (2), Township Twenty-one (21), Range Twenty-four (24);

(48) Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), Section Thirty-one (31), Township Twenty-three (23), Range Twenty-two (22);

(49) All that part of the Southeast Fractional Quarter, (SE fr. ¼) South of James River, of Section Twenty-one (21); and the East half (E½) of the Northwest Quarter (NW¼) of Section Twenty-eight (28); and the West Half (W½) of the Northeast Quarter (NE¼) of Section Twenty-eight (28); all in Township Twenty-three (23) and Range Twenty-four (24), containing One Hundred Sixty-four and 80/100 (164.80) acres, more or less;

(50) The South Half (S½) of the Northeast Quarter (NE¼), North of the river, in Section Eight (8), Township Twenty-two (22) North Range Twenty-two (22) West of the Fifth Principal Meridian;

(51) The West Half (W½) of Section, and the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), all in Section Four (4), Township Twenty-two (22), Range Twenty-two (22) West of the Fifth Principal Meridian;

(52) All of Lots One (1), Two (2), Three (3) and Four (4) of the Northwest Quarter (NW¼), all in Section Nine (9), Township Twenty-two (22) North, Range Twenty-two (22), West of the Fifth Principal Meridian;

(53) Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Seventeen (17), Township Twenty-two (22), Range Twenty-four (24);

(54) East Half (E½) of the Southeast Quarter (SE¼), Section Twenty-nine (29), Township Twenty-two (22), Range Twenty-four (24);

(55) Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Twenty-three (23), Township Twenty-two (22), Range Twenty-four (24);

(56) South Two Hundred Twenty (220) feet of North Half (N½) of Northeast Fractional Quarter (NE fr. ¼), Section Twenty-seven (27), Township Twenty-two (22), Range Twenty-three (23);

(57) East Three Hundred Thirty (330) feet of the West Six Hundred Sixty (660) feet of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼), Section Nineteen (19), Township Twenty-two (22), Range Twenty-three (23);

(58) North Nine (9) acres of the South Sixteen (16) acres of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), Section Seven (7), Township Twenty-two (22), Range Twenty-three (23);

(59) All the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Thirty-three (33); the South Half (S½) of the southwest fractional Quarter (SW fr. ¼) of Section Twenty-eight (28); all the Northeast Quarter (NE¼) of Section Thirty-two (32), lying East of James River; the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Thirty-three (33); and all the South Half (S½) of the Southeast Quarter (SE¼) lying South of James River, in Section Twenty-nine (29); all in Township Twenty-three (23), Range Twenty-four (24);

(60) All of the South Half (S½) of Lot One (1) of the Southwest Quarter (SW¼), being the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼), and West Half (W½) of Lot One (1) of the Southeast Quarter, being the West Half (W½) of the Southeast

Quarter (SE¼), lying on the left bank of White River; *except* six (6) acres, lying North and East of Fisher Creek in Section Nine (9), and all the Northwest Fractional Quarter (NW fr. ¼) of Section Sixteen (16) lying on the Left Bank of White River descending, all in Township Twenty-two (22), of Range Twenty-three (23), containing in all One Hundred Ninety-five and sixty-five one hundredths (195.65) acres more or less;

(61) All of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), of Section Eight (8), Township Twenty-two (22), Range Twenty-two (22), containing Forty (40) acres, more or less;

(62) All of the West Half of the Southwest Quarter (W½ of the SW¼) of Section Thirty-five (35), Township Twenty-two (22), Range Twenty-three (23), also Northeast Quarter of the Northeast Quarter (NE¼ of the NE¼) of Section Three (3), Township Twenty-one (21), Range Twenty-three (23), containing One Hundred Twenty (120) acres, more or less;

(63) All of the South Half (S½) of the Southeast Quarter (SE¼), East of Long Creek, Section Twenty-eight (28) Township Twenty-two (22), Range Twenty-two (22), and the North Half (N½) of the Northeast Quarter (NE¼) East of Long Creek, in Section Thirty-three (33), Township Twenty-two (22), Range Twenty-two (22), containing in all Fifty (50) acres, more or less;

(64) All of Lot Number One (1), except Ten (10) acres off the west side thereof; all of Lots Two (2) and Three (3); and the west 220 feet of the east 660 feet, and the east seven (7) acres (except One (1) acre on the north side thereof), in Lot Number Four (4); all in Section Twenty-five (25), Township Twenty-three (23), Range Twenty-four (24);

(65) Also, the Northwest Fractional Quarter and the North Half (N½) of the Southwest Quarter (SW¼) on the Right bank of James River descending, (*except* Four and Fifty one-hundredths (4.50) acres in the

Southeast corner of said North Half of Southwest Quarter) in Section Thirty-six (36), Township Twenty-three (23), Range Twenty-four (24);

(66) Also, all of Lot Number Five (5) in Section Twenty-five (25) Township Twenty-three (23), Range Twenty-four (24), *except* the following described tracts:

Beginning at an iron pin on Right Bank James Fork of White River, which is South 79 degrees East 608 feet and North 34 degrees East 160 feet from the intersection of the Right Bank James River with the West line of Lot 5, thence South 34 degrees West 518 feet to an iron pin, thence South 56 degrees East 125 feet to an iron pin, thence North 34 degrees East 540 feet to an iron pin on Right Bank James River, thence Westerly following river to beginning;

Beginning at the West line of Lot Five (5) at the intersection of the line on Right Bank James Fork of White River descending, thence along said right bank descending 23.41 chains, thence South 79 degrees West 8.11 chains to a black walnut tree 6 links in circumference, thence North 31 degrees East 2.54 chains, thence North 9½ degrees West 2.81 chains, thence West 16 degrees 13.37 chains, thence North 4.06 chains to point of beginning.

(67) All the Southeast Quarter of the Northwest Quarter (SE¼ of NW¼) of Section Thirty-four (34), Township Twenty-three (23), Range Twenty-four (24), containing Forty (40) acres; and

(68) The West Fractional Half of the Southwest Quarter (W. fr. ½ of SW¼) of Section Thirty-five (35), Township Twenty-three (23), Range Twenty-four (24), being all that part of said Southwest Quarter (SW¼) of Section Thirty-five (35) lying West of James River, and containing Ninety-five and Ninety one-hundredths (95.90) acres, more or less;

(69) Southwest Quarter of the Southwest Fractional Quarter (SW¼ of SW fr.¼) South of River in Section Fourteen (14); Southeast Fractional Quarter of the

Southeast Quarter (SE fr. ¼ of SE¼) East of River in Section Fifteen (15); Northeast Quarter (NE¼) right bank of White River in Section Twenty-two (22); Northwest Quarter (NW¼), and Lot One (1) of the Northeast Quarter (NE¼) being the West Half of the Northeast Quarter (W½ of the NE¼) and Northeast Quarter of the Southwest Quarter (NE¼ of the SW¼) and West Half of the Southeast Quarter (W½ of the SE¼) and the Southeast Quarter of the Southeast Quarter (SE¼ of the SE¼) of Section Twenty-three (23); all in Township Twenty-two (22) of Range Twenty-four (24), containing in all 511 acres, more or less;

(70) All the West Half (W½) of Lot Number Two (2) in the Northwest Quarter (NW¼) of Section Two (2), and all of Lot Number Two (2) in the Northeast Quarter (NE¼) of Section Three (3), and all of Lot Number Two (2) in the Northwest Quarter (NW¼) of Section Three (3), all in Township Twenty-two (22) and Range Twenty-four (24); also a tract containing three and one-half (3½) acres, more or less, lying in the triangle between the South line of Section Thirty-four (34) on the South and James River on the North and a branch near the Southeast (SE) corner of the Southeast Quarter of the Southwest Quarter (SE¼ of the SW¼) of Section Thirty-four (34), on the West in Section Thirty-four (34), Township Twenty-three (23), Range Twenty-four (24) containing One Hundred Ninety-eight and 60/100 (198.60) acres, more or less;

(71) The Northwest Fractional Quarter (NW fr. ¼) of the Southwest Fractional Quarter (SW fr. ¼) of the Southeast Fractional Quarter (SE fr. ¼) and

(72) The West Fractional Half (W. fr. ½) of the Southwest fractional Quarter (SW fr. ¼) of the Southwest Fractional Quarter (SW fr.¼) of the Southeast Fractional Quarter (SE fr. ¼) and

(73) The West Half (W½) of the Northeast Quarter (NE¼) of the Southwest Fractional Quarter (SW fr.¼)

of the Southwest Fractional Quarter (SW fr.¼) of the Southeast Fractional Quarter (SE fr.¼)

Containing in all Fourteen and Forty-five Hundredths (14.45) Acres, more or less, in Section Sixteen (16), Township Twenty-two (22), Range Twenty-three (23);

(74) The West Half (W½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and

(75) The Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and

(76) The Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and

(77) The Northeast Fractional Quarter (NE fr. ¼) of the Northwest Fractional Quarter (NW fr.¼) on the right bank of White River descending, containing Twenty-five and Seventy-five hundredths (25.75) Acres, more or less, also known as the North Half (N½) of Lot One (1) of the Northwest Quarter (NW¼), and

(78) The West Half (W½) of the Southeast Quarter (SE¼) of the Northwest Fractional Quarter (NW fr.¼) and

(79) The North Half (N½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr.¼) and

(80) The Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of the Northwest Fractional Quarter (NWfr.¼) and

(81) The North Half (N½) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and

(82) The West Half (W½) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and

(83) The Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and

(84) The North Half (N½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼)

Containing in all Eighty-eight and Twenty-five hundredths (88.25) Acres, more or less, in Section Twenty-one (21), Township Twenty-Two (22), Range Twenty-three (23);

(85) All of Lot Six (6) in Section Nine (9), Township Twenty-three (23), Range Twenty-four (24) Stone County, Missouri, except a rectangular shaped tract Three Hundred Thirty (330′) Feet wide and Nine Hundred Ninety (990′) Feet long, containing Seven and one-half (7½) acres. This tract lying Three Hundred Thirty (330′) Feet on the South line of Section Nine (9) and Nine Hundred Ninety (990′) Feet along the West Side of the Quarter Section Line.

The total acreage described in the above three sections is One Hundred Thirteen and Fifty Hundredths (113.50) Acres, more or less.

(86) All of the Southeast Quarter of the Northwest fractional Quarter (SE¼ of the NW fr.¼) and the Southwest Quarter of the Northeast fractional Quarter (SW¼ of the NE fr.¼), of Section Sixteen (16), Township Twenty-two (22), Range Twenty-four (24) containing Seventy-four and fifty-five one-hundredths (74.55) acres, more or less;

(87) All of the North Half of the Northeast Quarter (N½ of the NE¼) of Section Six (6), Township Twenty-one (21), Range Twenty-three (23), containing Eighty (80) acres, more or less;

(88) All of Lots Seven (7) and Eight (8) of the Southeast Quarter (SE¼) (Being SE-SE and part SW-SE) in Section Nine (9), Township Twenty-two (22), Range Twenty-two (22);

(89) Ten and Sixty hundredths (10.60) acres East side of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) in Section nineteen (19), Township Twenty-two (22), Range Twenty-three (23), and five (5) acres East side of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) lying North of the River, in Section Twenty-nine (29), Township Twenty-Three (23), Range Twenty-four (24);

(90) All of the West Three Hundred Thirty Feet (330′) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Nineteen (19), Township Twenty-two (22), Range Twenty-three (23), lying South of White River, containing Seven (7) acres, more or less;

(91) All of the West Half of the Southwest fractional Quarter (SW. fr. ¼) of Section Twenty-five (25) and the East Half (E½) of the Southeast fractional Quarter (SE fr.¼) and the Northwest fractional Quarter (NW fr.¼) of the Southeast fractional Quarter (SE fr.¼) of Section Twenty-six (26), Left Bank of White River, descending, all in Township Twenty-two (22), Range Twenty-three (23); as described in a deed dated May 19, 1936, signed by Mid-West Development Company, and recorded in the office of the Recorder of Stone County in Book 70 at page 253.

TANEY COUNTY, MISSOURI

(1) A tract of land in County of Taney, State of Missouri: all of Lot Number Eight (8), and a strip of land of even width containing Nine (9) acres off the East side of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), and a strip of land of even width off of the East side of Lot Number Nine (9), containing three and six-tenths (3.6) acres, and making in all Thirty-three (33) acres, more or less, all in Section Twenty-three (23), Township Twenty-two (22), Range Twenty-two (22);

(2) All of Lots One (1) and Two (2) of the Northeast fractional Quarter (NE fr.¼) of Section Twenty-two

(22), and Lots one (1) and Two (2) of the Northwest fractional quarter (NW fr.¼) of Section Twenty-three (23), all in Township Twenty-two (22), North of Range Twenty-two (22), West of the Fifth Principal Meridian, containing One Hundred Fifty-seven and 80/100 (157.80) acres, more or less, according to the official plat of the survey thereof;

(3) The West fractional one-half (W. fr. ½) West of White River of Section Thirteen (13), the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Fourteen (14), Lots Three (3) and Four (4), left bank of White River descending of Section Twenty-three (23) and the Northwest fractional Quarter (NW fr.¼) West of White River of Section twenty-four (24), all in Township Twenty-two (22), Range Twenty-two (22) and being Two Hundred Fourteen (214) acres, more or less;

(4) All the South Half of the Northwest Quarter (S½ of the NW¼) except that part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) lying on west side of Long Creek and North of Brush Creek; the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) lying South of the middle of main channel of Long Creek; the North Half (N½) of the Southwest Quarter (SW¼), *except* one and one-half (1½) acres in the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) heretofore deeded to a school district; all the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) and all the West Half (W½) of the Southeast Quarter (SE¼); all being in Section Fifteen (15), Township Twenty-one (21), Range Twenty-two (22);

(5) South Half of the Southeast Quarter (SE¼) of Section Ten (10); and that part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) lying North and East of Long Creek in Section Fifteen (15); and the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) and the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Fourteen

(14); and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), and Northeast Quarter (NE¼) of Southeast Quarter (SE¼), and that part of the North Half (N½) of Southeast Quarter (SE¼) of Southeast Quarter (SE¼) of Section Fifteen (15) from low water mark on North side of Long Creek; and that part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Fourteen (14) from low water mark on North side of Long Creek; all in Township Twenty-one (21), Range Twenty-two (22), containing Two Hundred Seventy-five (275) Acres, more or less;

(6) The Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Ten (10), Township Twenty-two (22), Range Twenty-two (22);

(7) All the South Half (S½) of the Southeast Quarter (SE¼) of Section Thirty-five (35), Township Twenty-two (22), Range Twenty-two (22), and that part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Two (2), Township Twenty-one (21), Range Twenty-two (22), situated North of a line beginning at the Southeast (SE) corner of said Northwest Quarter (NW¼) Northeast Quarter (NE¼), same being at or near Clevenger Branch, and running down North side of said Branch with top of high bank and bluff thereof in a short turn in said branch to left about Two Hundred Ten (210) yards Southeast (SE) of Northwest (NW) corner of said Northeast Quarter (NE¼) Northwest Quarter (NW¼) and thence on to said Northwest (NW) corner; *except* that part thereof known as Arcadia Landing, as shown by plat and dedication filed in the office of the Recorder of Deeds of Taney County, Missouri, and recorded in Book 2 at page 30 therein; as described in a deed dated May 19, 1936, signed by Mid-West Development Company, and recorded in the office of the Recorder of Taney County in Book 100 at Page 265.

PART SIXTH

(Miscellaneous Properties)

Cherokee County, Kansas

1. Old Store room site. Baxter Springs:

A tract of land in County of Cherokee, State of Kansas: the East half of Lot Twelve (12); also two feet off the North side of the East half of Lot Eleven; also three feet off the East end of the West half of Lot Twelve (12); also three feet off the East end of the North two feet of the West half of Lot Eleven (11), all in Block Nine (9) in the City of Baxter Springs, Cherokee County, State of Kansas, according to the original plat of said City.

2. Additional Coal Storage Site. Riverton:

A tract of land in County of Cherokee, State of Kansas: a strip of land 500 feet wide commencing on the East side of the East half of the Northeast quarter of Section 19, Township 34, Range 25, and running West 900 feet along the North side of the right of way of the railroad now being operated by the St. Louis and San Francisco Railroad Company, containing about ten and three hundred and seven thousandths (10.307) acres, more or less.

3. Neutral 4-Pole Site:

A tract of land in County of Cherokee, State of Kansas: beginning at a point on the north side of the public road running east and west along the south side of section 8, township 34, range 24, where the east line of the public road running north and south along the west side of said section crosses the north line of said east and west public road, for a starting point; thence north 50 feet; thence east 50 feet; thence south 50 feet; thence west 50 feet to point of beginning.

4. Columbus Office Site:

A tract of land in County of Cherokee, State of Kansas, Lots Nine 9 and Ten (10) Block Twenty-two (22), original plat of the City of Columbus, Kansas.

Greene County, Missouri

5. Springfield 4 Pole Structure Sites:

A tract of land in County of Greene, State of Missouri: all the north twenty (20) feet of the following described tract of ground; Beginning at the southwest corner of Nichols and Broad Streets in the City of Springfield, Greene County, Missouri, thence west along the south line of Nichols street seventy (70) feet; thence south one hundred and sixty (160) feet; thence east seventy (70) feet; thence north one hundred and sixty (160) feet to the place of beginning, being a part of the northeast quarter of southwest quarter Section Fourteen (14) Twp. Twenty-nine (29) Range Twenty-two (22); also all South of Pine Street in the southwest corner of lot eight (8) commencing at a point where the south line of Pine Street intersects the west line of lot eight (8) of R. S. Gott's Addition to the City of Springfield, Mo.; thence east thirty-six (36) feet on the south line of Pine Street, the plot extending south with a continuous width of thirty-six (36) feet to the south line of said lot eight (8).

6. Nichols Street, Springfield, Dwelling Site:

A tract of land in County of Greene, State of Missouri: all that part of the southwest quarter of the northwest quarter of Section fifteen (15), Township twenty-nine (29), of Range twenty-two (22), described as follows; commencing at a point fifteen (15) feet north and one hundred and sixty-five (165) feet west of the southeast corner of said southwest quarter of the northwest quarter of said Section fifteen (15), and running thence west fifty (50) feet; thence north two hundred (200) feet; thence east fifty (50) feet and thence south two hundred (200) feet to the point of beginning.

JASPER COUNTY, MISSOURI

7. A tract of land in the County of Jasper, State of Missouri, Lot Twenty-nine (29) in McCorkle's Addition to Webb City.

8. JOPLIN STORE ROOMS SITE:

A tract of land in County of Jasper, State of Missouri: all of lots Five (5) and Six (6) in Block sixty four (64) in the second addition to East Joplin City, now a part of the City of Joplin, also all that strip of land lying immediately south of and adjoining above described lots and every part thereof, and north of the north line of Fourth street, in said City of Joplin, as described by a deed dated September 7, 1916, signed by George E. Hayler Jr., recorded in the office of the Recorder of Jasper County in Book 287 Pages 171 and 172; also all of lots One (1), Two (2) and Three (3) in Block Sixty-four (64) in the Second Addition to East Joplin City, now a part of the City of Joplin and all of their right title and interest in and to a strip of land lying south of said lots One (1), Two (2) and Three (3) in Block Sixty-four (64) and North of the North line of Fourth Street in Joplin, as described by a deed dated April 5, 1926, signed by Orville D. Royse and Nelle S. Royse, recorded in the office of the Recorder of Jasper County in Book 348 Page 441; also all of Lot numbered Four (4) in Block Sixty-four (64) in Second Addition to East Joplin City, now a part of the City of Joplin; also that strip of land lying immediately south of and adjoining said Lot 4 in Block 64, and North of the North line of Fourth street, extended, in said City of Joplin, being Miscellaneous Tract Number Eighty-six (86) of Section 2, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri, as described by a deed dated April 3, 1926 signed by James A. Stokes and Mary E. Stokes recorded in the office of Recorder of Jasper County, Book 348 at Page 474; also that strip of land lying immediately South of and adjoining lots One (1) to Six (6),

both inclusive, in Block sixty-four (64) in Second Addition to East Joplin City, now a part of the City of Joplin and North of the North line of Fourth street in said city.

9. Joplin Office Building:

A tract of land in County of Jasper, State of Missouri: all of lots number forty-five (45) and forty-six (46) in Pitcher's Addition to Joplin City, now a part of the City of Joplin, with all buildings and improvements thereon.

10. Joplin Garage Site:

A tract of land in County of Jasper, State of Missouri: all of lot number two hundred and twenty-eight (228) and all of the north fifty (50) feet of lot number two hundred and twenty-seven (227), in Murphy's Second Addition to Murphysburg, now a part of the City of Joplin, according to the recorded plat thereof.

11. Carpenter Shop and Store Room, Joplin:

A tract of land in County of Jasper, State of Missouri: all of lots Eighty-nine (89), Ninety (90), Ninety-one (91) and Ninety-two (92) in Central Addition to the City of Joplin.

Lawrence County, Missouri

12. Pierce City Office Building Site:

A tract of land in County of Lawrence, State of Missouri: all of lot six (6) and four (4) feet off the east side of lot seven (7) in Block thirty-five (35), Original Survey to the City of Pierce City, according to the plat of said city as recorded in the Recorder's office of Lawrence County, Missouri.

13. Pole Yard Site. Pierce City:

A tract of land in County of Lawrence, State of Missouri: all of lot seven (7) in Block forty-three (43), in the City of Pierce City, Old Survey.

McDonald County, Missouri

14. Lanagan Patrolman Dwelling and Store Room:

A tract of land in County of McDonald, State of Missouri: three (3) acres on the East side of Indian Creek in the Northwest quarter (NW¼) of Northeast quarter (NE¼) Section 36, Township 22, Range 33.

Newton County, Missouri

15. Wentworth 4-Pole Site:

A tract of land in County of Newton, State of Missouri: one acre in square form in the northeast (NE) corner of the northeast quarter of the northeast quarter (NE¼ of NE¼) of Section ten (10), Township twenty-six (26), north of Range twenty-nine (29), west of the Fifth Principal Meridian.

16. Neosho Pole Yard and Storage:

A tract of land in County of Newton, State of Missouri: all of that part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Nineteen (19), Township Twenty-five (25), Range Thirty-one (31), described as follows: Beginning at a point seven hundred four (704) feet east of the southwest corner of said forty (40) acre tract, said point being in the middle of Mill Street, in the City of Neosho, Missouri, thence north one hundred eighty-two (182) feet; thence east one hundred thirty-two (132) feet, more or less, to the west boundary line of the right of way of the Kansas City Southern Railway Company; thence in a southeasterly direction along said west boundary line of said right of way to the south boundary line of said forty (40) acre tract; thence west two hundred eighty-two (282) feet, more or less, to the point of beginning (except any part of said Mill Street).

POLK COUNTY, MISSOURI

17. BOLIVAR STORE ROOM SITE:

A tract of land in County of Polk, State of Missouri: all of Lot No. 2 of Block 23 of the Original Plat of the town (now city) of Bolivar, Missouri.

TANEY COUNTY, MISSOURI

18. BRANSON DERRICK SITE:

A tract of land in County of Taney, State of Missouri: that portion of the Southeast quarter of the Southeast quarter of Section 33 in Township 23 Range 21, and of the Lot 9 of the Northwest quarter of Section 4 Township 22 Range 21 particularly described as follows:

Beginning at a point where the Township line between Townships 22 and 23 Range 21 intersects the east line of the right of way of the Missouri Pacific Railway Company and run thence northerly with said east line of said right of way a distance of 30 feet, thence east parallel with and 30 feet north of said Township line to the west bank of White River, thence southerly with said bank of White River a distance of 60 feet, thence west parallel with and 30 feet south of said Township line to an intersection with said east line of the right of way of said Missouri Pacific Railway, thence northerly with said right of way to point of beginning, being a strip of land 60 feet wide, 30 feet of which is on each side of said Township line, the north 30 feet thereof being in the SE¼ of the SW¼ of Section 33 Township 23 Range 21, and the south 30 feet thereof being in the Lot 9 of the NW¼ of Section 4 Township 22 of Range 21.

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and whether now owned or hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and

intent of the foregoing or of any general description contained in this Indenture) all lands, flowage rights, water rights, rights to the use of water, including all the Company's right, title and interest in and to any and all decrees therefor, flumes, raceways, dam rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, telephone systems, water works, water systems, steam heat plants, substations, transmission lines, distributing systems, bridges, culverts, tracks and rolling stock; all offices, buildings and structures, and the equipment thereof; all machinery, engines, boilers, dynamos, machines, regulators, meters, transformers, generators and motors; all appliances whether electrical, gas or mechanical, conduits, cables and lines; all pipes whether for water, steam heat or other purposes; all mains and pipes, service pipes, fittings, valves and connections, poles, wires, tools, implements, apparatus, furniture, and chattels; all municipal franchises and other franchises; all lines for the transmission and/or distribution of electric current, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, street lighting systems and all apparatus for use in connection therewith; all real estate, lands, leases, leaseholds; all easements, servitudes, licenses, permits, rights, powers, franchises (except the franchise to be a corporation), privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as hereinbefore or hereinafter expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described;

Together With all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of *§8.01*) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid

mortgaged property and franchises and every part and parcel thereof.

It Is Hereby Agreed by the Company that all the property, rights and franchises acquired by the Company after the date hereof (except any hereinafter expressly excepted) shall (subject to the provisions of §*8.01* and to the extent permitted by law) be as fully embraced within the lien hereof as if such property, rights and franchises were now owned by the Company and/or specifically described herein and conveyed hereby;

EXCEPTED PROPERTY

But Excepting and Reserving from the lien and operation of this Indenture certain lands, certain water properties, and all the existing ice and cold storage properties of the Company (except any thereof which may hereafter be expressly subjected to the lien of this Indenture by supplemental indenture), consisting of all the following described property, including in such excepted property (except as aforesaid) all structures, buildings, machinery, appliances and equipment, upon said lands, or now or hereafter forming a part of and used or useful in the construction, maintenance and operation of said existing ice and cold storage properties and such excepted water properties or any of them, together with all rights-of-way, easements, permits, privileges, municipal or other franchises, licenses and consents for or relating to the construction, maintenance or operation of said existing ice and cold storage properties and such excepted water properties or any of them; *provided* that any equipment, now or hereafter located on any of the following described property, appertaining to the electric plants, systems or transmission or distribution lines of the Company shall not, by reason of the exception and reservation of the following described property, be deemed to be excepted or reserved from the lien of this Indenture:

BUILDING ON LEASED LAND

1. Building constructed of structural steel frame, common brick walls, concrete floors, hollow tile with tar and gravel roof, located on land leased from Springfield Gas and Electric Company and described as Lots 74 and 75, Warren H. Graves Addition to the City of Springfield, County of Greene, State of Missouri.

ICE AND COLD STORAGE PROPERTIES

Lawrence County, Missouri

2. Lots 51 to 68 inclusive in Dr. True's Gem Addition to the City of Aurora, Lawrence County, Missouri; also beginning at a point 384 feet West of the Southeast corner of the Southwest Quarter of the Northeast Quarter; thence West 467 feet; thence South 47 feet; thence Southeasterly along the railroad right-of-way 467.20 feet; thence 79.67 feet North to place of beginning.

3. Also that part of Lot 72, Wilson's Addition to Aurora as follows: Commencing at a point at the Southwest corner of Lot 72, running thence North 29 feet; thence Southeast to the South line of said Lot 72 to a point 56 feet East of the Southwest corner thereof; thence West along the South line of said Lot a distance of 56 feet to place of beginning

WATERWORKS AND WATER PROPERTIES

Benton County, Arkansas

4. Lot 7, Block 22, in the Town of Gentry, Arkansas.

5. Lots No. 13, 14, 15, 16, 17 and 18 in Block 33 in the Original Town of Gentry, Arkansas.

6. The entire water system owned by the Company and located in Sulphur Springs, Arkansas, together with the

right to operate same, and including all wells, pump house, pumps and pumping equipment, reservoir, mains and other pipes, fire hydrants, and all physical property owned or claimed by the Company and used in connection with said water system, as described in a deed dated March 26, 1928 and signed by Sulphur Springs Water Works, Improvement District and recorded in the office of the Recorder of Benton County in Book 189 at page 523.

CHEROKEE COUNTY, KANSAS

7. A tract of land in County of Cherokee, State of Kansas, situate in the Southwest Quarter (SW¼) of Section Twenty-seven (27), Township Thirty-one (31), Range Twenty-four (24), described as follows: A tract commencing at a point eighty (80) feet north of the northeast corner of Lot Sixteen (16) in Block Three (3) of J. H. C. Gross' Second Addition to the City of Weir, according to the recorded plat thereof; thence running west six hundred and fifty (650) feet, more or less, to the right-of-way of the St. Louis & San Francisco Railroad, thence running in a northeasterly direction along said right-of-way one thousand and twenty (1,020) feet, more or less, to the point of intersection of the south line of said right-of-way and the west line of D street (Weir City) extended, thence south along the west line of D Street extended six hundred and ninety-three (693) feet, more or less, to the point of beginning: Also the north one-third of Lot One Hundred and thirty-four (134) of J. H. C. Gross' First Addition to the City of Weir, according to the recorded plat thereof; together with all the buildings, machinery, wells, towers, reservoirs and improvements located on the above described premises, and all and singular the pipes, mains, hydrants, castings, and apparatus, and all and singular the rights, franchises, contracts and privileges formerly owned and held by the Weir City Light and Water Company; SUBJECT, however, to existing rights-of-way of the St. Louis & San Francisco Railroad Co., for the use of spur tracks on the tract of land first above described.

MISCELLANEOUS SMALL PROPERTIES NOT USED OR USEFUL IN THE BUSINESS OF THE COMPANY

Benton County, Arkansas

8. A lot in the Town of Decatur, Arkansas, 30 feet by 180 feet being part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), Section 11, Township 19, Range 33, Benton County, Arkansas.

9. Lots 1, 2, 3, 4, 5 and 6, Block 6 in McCraw's Addition to the Town of Sulphur Springs, Arkansas, and also a strip of land lying between the Eastern boundary of said lots and the right-of-way of the Kansas City Southern Railway Company.

Cherokee County, Kansas

10. A tract of land in County of Cherokee, State of Kansas: East half of Lot Four (4) in Block one (1), Fourth Addition to the City of Scammon, formerly the Town of Scammonville, as said lot appears on the recorded plat of said addition, as described in a deed dated June 11, 1934, signed by Artie O. Walker and Doris K. Walker and recorded in the offiec of the Register of Deeds of Cherokee County in Book 123, at page 593.

11. A tract of land in County of Cherokee, State of Kansas, Lots One (1), Two (2), Three (3) and Four (4) of the Galena Lead & Zinc Company's Fifth (5th) Addition to the City of Galena, Cherokee County, Kansas, subject to the right of way for railroad purposes over a strip of land fourteen (14) feet wide off the East end of said lots, and subject to mining leases of record, as described in a deed dated October 22, 1909, signed by The Galena Light and Power Company, and recorded in the office of the Register of Deeds of Cherokee County in Book 67 at page 503.

12. A tract of land in County of Cherokee, State of Kansas: Lots numbered five (5) and six (6) in M. J.

Pickett's Addition to the City of Galena, Kansas as the same is platted and of record in the office of the Register of Deeds in and for the said County of Cherokee, Kansas, as described in a deed dated October 9, 1909, signed by M. J. Pickett and Rosanna Pickett; this deed was never recorded.

Christian County, Missouri

13. A tract of land in County of Christian, State of Missouri: all of Thirteen and sixty-five hundredths (13.65) acres of land, being tracts A, B, C, D, E, and F, as shown on the plat of the Water Power Light Company's land as filed for record in the office of the Recorder of Deeds within and for said Christian County on February 4, 1910, and duly recorded in Book C of Town Plats, at page 26, said lands being a part of the east half of the southwest quarter (E½ of SW¼) and part of the southwest quarter of the southeast quarter (SW¼ SE¼) of Section twenty-two (22) and of the northeast quarter of the northwest quarter (NE¼ of NW¼) of Section twenty-seven (27) all in Township twenty-seven (27), Range twenty-one (21); subject to the reservation of a private roadway over tract F above described.

14. A tract of land in County of Christian, State of Missouri, described as follows: Fifty Feet (50 ft.) off of the South End of the West Half (W 1-2) of Lot numbered Two (2) and Fifty Feet (50) off of the South End of the East Half (E. 1-2) of Lot numbered Three (3), all in Block numbered Sixteen (16), of the City of Billings, Missouri.

Greene County, Missouri

15. A tract of land in County of Greene, State of Missouri: beginning at the northeast corner of the southeast quarter of the southeast quarter of the northeast quarter of Section Twenty (20) in Township Twenty Eight (28) of Range Twenty Three (23), running thence West Two Hundred and Eight and Seven Tenths (208.7) feet, thence South Two Hundred and Eight and Seven Tenths (208.7) feet,

thence East Two Hundred and Eight and Seven Tenths (208.7) feet, thence North Two Hundred and Eight and Seven Tenths (208.7) feet to place of beginning, the measurements to be made from the center of roadway on north and east of the above described land, as described in a deed dated April 14, 1927, signed by Ozark Power & Water Co., recorded in the office of the Recorder of Greene County in Book 514 at page 328.

JASPER COUNTY, MISSOURI

16. A tract of land in County of Jasper, State of Missouri, described as follows: commencing at the intersection of the east line of the Kansas City Southern Ry. Company's right of way, with the South line of East 15th St. produced East from Main Street in the City of Joplin, thence East, along said South line of East 15th St. Four Hundred Eighty-seven Feet (487 ft.), thence South at right angles to last named line, Eight hundred Feet (800 ft.); thence West, at right angles to last named line, Two Hundred Three Feet (203 ft.) more or less to the East line of the right of way of the Kansas City Southern Railway Company, thence Northwestwardly, along said East line of said right of way, Eight Hundred Forty-Seven (847) feet more or less, to the place of beginning, containing 6.33 acres, more or less, all being and situate in the West half (W½) of the Southeast quarter (S-E¼) of Section Eleven (11), Township Twenty-Seven (27) Range Thirty-three (33), as described in a deed dated October 21, 1909 signed by Milan R. Bump, recorded in the office of Recorder of Jasper County in Book 230 at page 111, less however a certain piece or parcel of land, containing approximately twenty-two thousand five hundred (22,500) square feet, which has been heretofore sold by the Company out of the premises hereinabove in this Parcel described, which said piece or parcel of land, so heretofore sold, is bounded and described as follows: Beginning at a point on the South line of Fifteenth Street, in Joplin, Missouri, produced East from J. C. Cox, Jr.'s Second and Fourth Additions to the City of Joplin, Mo., which point is Seventy five and one fourth (75¼) feet east from the center

of the Main track of the Kansas City Southern Railway, thence East along the South line of Fifteenth Street produced, Two hundred forty one and forty two hundredths (241.42) feet, thence South One hundred five and 15/100 (105.15) feet, thence Southwesterly with an angle of Seventy eight degrees and twenty seven minutes (78° 27′) a distance of One hundred twenty nine 7/10 (129.7) feet more or less to a point Twelve and one half (12½) feet Eastward (measured at right angles) from the center of a spur track of the Kansas City Southern Railway, thence in a Northwesterly direction a distance of One hundred seventy four (174) feet more or less to the place of beginning.

17. A tract of land in County of Jasper, State of Missouri, a parcel of land two hundred (200) feet square, in the Southwest corner of the South half of Lot one, of the Southwest fractional quarter of Section six (6) Township Twenty-eight (28) Range Thirty-two (32). Mineral rights reserved.

18. A tract of land in the County of Jasper, State of Missouri: commencing at the Southwest corner of the West Half of Lot One (1) of the Northwest Quarter of Section Four (4), Township Twenty-eight (28), of Range Thirty (30), and running thence North to the center of the main channel of Spring River; thence up said center of said channel of river to the center of the bridge crossing said river in the middle of the public road, thence North and East along and in the middle of the public road to the East line of the West half of Lot One (1), of the Northwest Quarter of said Section Four (4); thence South to the Southeast corner of the West Half of Lot one (1) of the Northwest Quarter of Section Four (4), thence West to beginning; containing eight and one-half (8½) acres, more or less, also seven (7) acres, more or less, comprising the mill pond, as described in a deed dated October 10, 1917, signed by Empire Electric Power & Supply Company, recorded in the office of the Recorder of Jasper County in Book 289 at page 340.

19. Beginning at a point One hundred twenty-five (125) feet South of the Northwest corner of Block One (1), Mill Addition to Marionville, Missouri; thence East One hundred thirty (130) feet; thence North Twenty-five (25) feet; thence East to East boundary line of said Block One (1), Mill Addition; thence South along East boundary line of said Block to Southeast corner of said Block One (1); thence West along South boundary line of said Block to the Southwest corner of same Block; thence North along West boundary line of said Block to place of beginning.

20. A tract of land in the County of Lawrence, State of Missouri; the north part of the Southwest Quarter of the Southwest Quarter of Section Twelve (12), Township Twenty-eight (28) of Range Twenty-nine (29); beginning at the West Line of Southwest Quarter of the Southwest Quarter on the South Bank of Saw Mill Race, running in an Easterly direction on the South Bank of said Race to the East end of said Race, thence across Spring River to the North Bank of said River, at the Southeast end of the Big Dam; thence down the North Bank of Spring River to the West line of said Southwest Quarter of Southwest Quarter at the North end of Wagon Bridge, thence South to place of beginning: Twenty (20) Acres, more or less, in Lawrence County, Missouri.

Also that part of the Southeast Quarter of the Southwest Quarter of Section Twelve (12), Township Twenty-eight (28), Range Twenty-nine (29), described as follows: Beginning at a point at East end of Big Dam across Spring River, thence North 62 deg. East 225 ft., thence directly South about 750 ft. to the South line of Section Twelve (12), thence west to the west bank of the Mill Pond, thence northerly along the West Bank of Mill Pond to the intersection of the Old Saw Mill Race and Spring River, thence Northeast to place of beginning, containing 5.75 acres more or less, containing 25.75 acres in all, as described in a deed dated November 25, 1925, signed by

Southwest Electric Light & Milling Company and recorded in the office of the Recorder of Lawrence County in Book 162 at page 615.

McDonald County, Missouri

21. A tract of land in County of McDonald, State of Missouri: all of the northeast quarter of the southeast quarter (N. E¼ of S. E. ¼) of Section twenty-five (25), Township twenty-two (22), Range thirty-three (33) save and except that part thereof which was conveyed to Lee Roy Slankard by deed dated May 18, 1920, filed for record June 1, 1920, and duly recorded in the office of the Recorder of Deeds for said McDonald County in Book 54 at page 141, and which deed conveyed all of said tract lying east of Indian Creek, except that the west line of said land shall be ten (10) feet from the water's edge of Indian Creek at the ordinary stage of water caused by an eight (8) foot dam.

Also a tract of land as described in deed dated June 5th, 1926, filed for record June 9, 1926, and duly recorded in the office of said Recorder of Deeds in Book 85 at page 2 which said tract is described as follows: Beginning at the northwest corner of the old mill site property in southwest quarter of southeast quarter (S. W. ¼ of S. E. ¼) of Section twenty-five (25), Township twenty-two (22), Range thirty-three (33), McDonald County, Missouri, thence north forty-four (44) degrees west, five hundred and seventy-nine (579) feet; thence north twenty-six (26) degrees east, thirteen hundred and fifty (1350) feet; thence north twelve (12) degrees east, one hundred and fifty-four (154) feet; thence east to the east line of the northwest quarter of southeast quarter (N. W. ¼ of S. E. ¼) of said Section twenty-five (25); thence South along said east line to the center of Indian Creek; thence down the center of Indian Creek to the north line of said old mill site property; thence west along said north line north seventy-nine (79) degrees west to place of beginning, subject to the rights of a public highway now crossing said land;

Also a tract of land described as follows: Beginning at the southwest corner of the southeast quarter of the southeast quarter (S. E. ¼ of S. E. ¼) of Section twenty-five (25), Township twenty-two (22), Range thirty-three (33), and running thence north ten (10) rods; thence north seventy-nine (79) degrees west thirty-six (36) rods; thence south twenty-eight (28) degrees west seventy-four (74) rods; thence east six (6) rods to the center of Indian Creek, thence east to the east bank of Indian Creek; thence east two hundred and seventy-eight (278) feet, more or less, to a limestone corner stone; thence north one hundred and eighty-one and one-half (181½) feet, thence east two hundred and sixteen (216) feet; thence north twenty-seven (27) degrees east forty (40) rods to the section line; thence east ten (10) rods to the point of beginning; also all of lots 1 to 11, both inclusive, in Block nine (9), in Lanagan's Addition to Sulphur Well City, as described in a deed dated July 1st, 1929, signed by Electric Utilities Company, recorded in the office of Recorder of McDonald County in Book 85 at page 623, excepting from this exclusion three (3) acres on the East Side of Indian Creek in the NW¼ of NE¼ of Section 36, Township 22, Range 33, McDonald County, Missouri.

22. A tract of land in County of McDonald, State of Missouri: all of the northeast quarter of the northwest quarter (N. E. ¼ of N. W. ¼) of Section thirteen (13), Township twenty-two (22), Range thirty-three (33), west of the Principal Meridian, lying north and west of the Missouri State Highway, as described in a deed dated July 1st, 1929, signed by Electric Utilities Company, recorded in the office of Recorder of McDonald County in Book 85 at page 623.

23. A tract of land in County of McDonald, State of Missouri: all of the east half of lot number thirteen (13) and the west fourteen feet of lot fourteen (14), in Block nine (9), in Chapman's Addition to the Town of Anderson, being and including all of the property described in deed recorded in the office of the Recorder of Deeds in and for said McDonald County on November 19, 1926, in Book 86 at

page 17, and described in a deed dated July 1st, 1929, signed by Electric Utilities Company, recorded in office of the Recorder of McDonald County in Book 85 at page 623.

NEWTON COUNTY, MISSOURI

24. A tract of land in County of Newton, State of Missouri, all of lot numbered seven (7), in Block numbered six (6) in the City of Granby, as described in a deed dated April 14, 1927, signed by Ozark Power & Water Company, and recorded in the office of the Recorder of Newton County, in Book 127 at page 368.

ST. CLAIR COUNTY, MISSOURI

25. A tract of land in the County of St. Clair, State of Missouri: that part of Southwest Quarter of Sec. 12, Twp. 36, Rng. 26, described as follows: Begin at Northwest corner of Southwest quarter of Southwest Quarter of Sec. 12: Thence South 73° East 36 poles; Thence North 68° East 52 poles; Thence North 36½° West 26 poles; Thence South 80° West 44 poles; Thence South 44° 44′ West 33 18/25 poles to beginning; (*Except* the following tract; Begin at Northwest corner of Southwest quarter of the Southwest quarter: Thence South 72½° East 182 feet; Thence South to line running from said corner South 73½° East; Thence in Northwesterly direction to beginning; Also *Except* the following tract: Begin at corner 10 poles East 15½° North of Southwest corner of Northwest quarter of Southwest quarter; Thence East 15½° North 132 feet; Thence North 15½° West 99 feet; Thence West 15½° South 132 feet; Thence South 15½° East 99 feet to beginning); the tract herein abstracted being known as "Ritchie's Mill.", as described in three deeds each for one-third interest, dated May 27, 1926 signed by L. R. Green and Georgia Mary Green, and recorded in the office of the Recorder of St. Clair County in Book 169 at page 520; one not dated, signed by M. Kelley Simmons and Mary Ellis Simmons and recorded in the office of the Recorder of St. Clair County in Book 164 at page 505; one dated December, 1924, signed by

J. M. Atkinson and Stella T. Atkinson, and recorded in the office of Recorder of St. Clair County in Book 164 at page 506.

TANEY COUNTY, MISSOURI

26. A tract of land in County of Taney, State of Missouri: all right, title, and interest of the Company, as hereinafter stated, in and to the lands hereinafter described, as granted by the certain deed made by The Wm. H. Johnson Timber & Realty Company, a Missouri corporation, dated September 11, 1916, said rights and lands being described in said deed as the absolute, exclusive and indefeasible right to all water power, flowage rights and rights of extra flowage that may be required by reason of the construction, operation and maintenance of the present dam by Ozark Power and Water Company across White River below Branson, Missouri, over, upon and across all of the lands then owned by said Wm. H. Johnson Timber & Realty Company, or in which it may have any interest, lying, being and situated in Section Four (4) and Nine (9), Township Twenty-two (22) North, Range Twenty-one (21) West, in Taney County, Missouri, and including therein the following lands then belonging to said grantor as shown by plats on file in the office of the Recorder of Deeds in and for said Taney County, being plats of Hollister, Missouri, and various additions thereto and subdivisions thereof, to-wit: Plots numbered one (1), two (2) and five (5), in Business Section of said Hollister, and also a tract lying between the railway right of way and Turkey Creek, extending to White River in the Second Addition to Hollister, containing about thirty (30) acres, more or less; Plot numbered six (6), in Second Addition to Hollister, containing six (6) acres, more or less; Lots in Beach Front Subdivision as follows, to-wit: Lots numbered one (1) to six (6), both inclusive, in Block one (1); lots numbered one (1) to seven (7), both inclusive, in Block two (2); lots numbered one (1), two (2), three (3), four (4) and six (6), in Block Three (3), lots numbered one (1), two (2), four (4), five (5), and seven (7), in Block four (4); also lots in Business Section numbered as follows: thirty-seven (37),

thirty-nine (39), forty-one (41), forty-five (45), forty-nine (49), fifty-three (53), fifty-nine (59), sixty-three (63), sixty-nine (69), ninety-four (94), ninety-five (95), ninety-six (96), ninety-seven (97), ninety-eight (98), ninety-nine (99), one hundred (100), one hundred one (101), one hundred three (103), one hundred four (104), one hundred five (105), one hundred seven (107), one hundred nine (109), one hundred eleven (111), one hundred thirteen (113), one hundred sixteen (116), one hundred seventeen (117), one hundred twenty-one (121), one hundred twenty-three (123), one hundred twenty-four (124), one hundred twenty-five (125), one hundred twenty-six (126), one hundred twenty-seven (127), one hundred twenty-nine (129), one hundred thirty-three (133), one hundred thirty-four (134), one hundred thirty-five (135), one hundred forty (140), one hundred forty-nine (149), one hundred fifty-one (151), one hundred fifty-two (152), one hundred fifty three (153), one hundred fifty-five (155), one hundred fifty-nine (159), one hundred sixty-one (161), one hundred seventy-five (175), one hundred seventy-six (176), one hundred seventy-seven (177), one hundred seventy-eight (178), one hundred seventy-nine (179), one hundred eighty (180), one hundred eighty-one (181), one hundred eighty-two (182), one hundred eighty-three (183), one hundred eighty-four (184), one hundred eighty-five (185), one hundred eighty-six (186), one hundred eighty-seven (187), and one hundred twenty-eight (128), said right, title and interest having been conveyed to the Company by deed dated April 14, 1927, signed by Ozark Power and Water Company, and recorded in the office of the Recorder of Taney County in Book 85. page 51.

27. A tract of land in County of Taney, State of Missouri: beginning at the southwest (SW) corner of W. half of Lot Thirteen (13) of the Northwest quarter (NW¼) of Section four (4), Township twenty-four (24) N. Range twenty (20) W. of Fifth Principal Meridian, North 8.50 chains, thence East 5.17 chains thence South 8.50 chains, thence west 5.17 chains to the place of beginning containing 4.39 acres contained in a deed signed by John W. Back and Ellen Back dated May 15, 1915, recorded in the office of recorder of Taney County, in Book 49 at page 36.

Provided, however, that in addition to the reservations and exceptions herein elsewhere contained, the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Indenture, viz: all bills, notes and accounts receivable, cash on hand or in bank, judgments, contracts, choses in action, operating agreements, existing leases in which the Company is lessor and leases hereafter made of portions of the mortgaged property in which the Company is lessor; all automobiles and other motor vehicles; all shares of stock and other certificates or evidences of interest therein, and all bonds, notes and other evidences of indebtedness or certificates of interest therein and other securities now owned or hereafter acquired or possessed by the Company (except securities or obligations specifically subjected to the lien hereof or required to be pledged by the terms of this Indenture); and goods, wares, merchandise, equipment, materials or supplies held or acquired by the Company for the purpose of sale or resale or leasing to its customers in the ordinary course and conduct of its business or for the purpose of consumption in the operation of any of its properties and all conditional sales contracts, chattel mortgages or other contracts resulting from the disposition thereof; and *provided further,* that the leasehold interest of the Company in that certain agreement of lease dated the 3rd day of September, 1942, by and between Defense Plant Corporation, a corporation created by the Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States, as lessor, and the Company, as lessee, relative to the "Leased Facilities" therein described, situated at Riverton, Kansas, Neosho, Kansas, and at Substations Nos. 123, 145, 187, 188, 190, 192, 194, 195, 198 and 199 of the Company, shall not be mortgaged or pledged or deemed mortgaged or pledged hereunder unless and until and to the extent that the prior written consent of said Defense Plant Corporation to such mortgage or pledge shall have been obtained, as provided in paragraph Twenty-One of said agreement of lease.

To have and to Hold the same, unto the Trustees and their and each of their respective successors and assigns forever;

Subject, However, to permitted encumbrances as hereinafter defined, and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon, at the time of such acquisition, and also subject to the provisions of *Article 12;*

In Trust Nevertheless, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of all present and future holders of the bonds and coupons, issued and to be issued under this Indenture, without preference, priority or distinction as to lien (except as any sinking, amortization, improvement or other fund established in accordance with the provisions of this Indenture or any indenture supplemental thereto may afford additional security for the bonds of any particular series) of any of said bonds over any others thereof by reason of series, priority in the time of the issue or negotiation thereof, or otherwise howsoever, except as provided in §*4.02,* it being intended that the lien and security hereby created, of all of the bonds and coupons, shall take effect from the date of the execution and delivery hereof, whether all of the bonds shall actually be sold and disposed of and issued at such date or at some later date, and that the lien and security of this Indenture shall take effect from the date of the execution and delivery hereof, as if all of said bonds were actually sold and delivered to, and in the hands of, innocent holders for value, upon such date, and shall, in no manner, be altered, impaired, or prejudiced by the creation of subsequent deeds or mortgages by the Company, its successors or assigns, or by judgments or liens of any form, in favor of creditors of the Company, whether all of said bonds shall have been issued or not.

Provided, However, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of said bonds the principal and interest, and premium, if any, to become due in

respect thereof at the times and in the manner stipulated therein and herein and shall keep, perform and observe all and singular the covenants and promises in said bonds and in this Indenture expressed to be kept, performed and observed by or on the part of the Company, then this Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

It is Hereby Covenanted, Declared and Agreed by and between the parties hereto that all bonds and the coupons (if any) appertaining thereto are to be issued, authenticated, delivered and held, and that all property subject or to become subject hereto is to be held, subject to the further covenants, conditions, uses and trusts hereinafter set forth, and the Company, for itself and its successors, doth hereby covenant and agree to and with the Trustees, for the benefit of those who shall hold said bonds and the coupons appertaining thereto, or any of them, as follows:

ARTICLE 1

Definitions

§1.01. The terms hereinbelow in this *Article 1* mentioned shall, for all purposes of this Indenture and of any indenture supplemental hereto and of any certificate, opinion or other document filed with the Trustees or either of them, have the meanings herein specified, unless the context otherwise requires. Unless otherwise defined in this Indenture, all terms used herein shall, for all such purposes, have the meanings assigned to such terms in the Trust Indenture Act of 1939. Wherever reference is made in this Indenture to the Trust Indenture Act of 1939, reference is made to such Act as in force on the date of the execution of this Indenture, unless the context otherwise requires.

§1.02. (a) The term "Company" shall mean and include not only The Empire District Electric Company, the party of the first part hereto, but also any successor corporation which shall become such in the manner hereinafter in *Article 12* prescribed.

The term "corporation" shall also include voluntary associations, joint stock companies, and business trusts of the form commonly known at the date hereof as Massachusetts trusts.

(b) The term "obligor", when used with respect to bonds issued or issuable under this Indenture, shall mean every person who is liable thereon.

(c) The term "affiliate" shall mean any person directly or indirectly controlling or controlled by or under direct or indirect common control with any such obligor. The terms "affiliated" and "affiliation" shall have meanings correlative to the foregoing.

(d) The term "control" shall mean the power to direct the management and policies of a person, directly or through one or more intermediaries, whether through the ownership of voting securities, by contract or otherwise.

(e) The term "person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or a government or a political subdivision thereof.

(f) The term "Trustees" shall mean, collectively, Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, and (except in the granting clauses hereof) any Additional Trustees, and shall include their respective successor or successors in trust hereunder as provided in *Article 13.*

The term "Additional Trustee" or "Additional Trustees" shall mean any separate trustee or any co-trustee or all separate trustees and all co-trustees, as the case may be, appointed pursuant to §*13.20,* or their successors for the time being in such trusts as may be accepted by them hereunder.

(g) The words "bond", "bondholder" and "holder" shall include the plural as well as the singular number, and the words "bondholder" and "holder" shall include both the bearer of a coupon bond not registered as to principal and the registered owner of a fully registered bond without coupons or of a coupon bond registered as to principal. The

term "bonds" or "bond" shall mean the bonds or one of the bonds issued and to be issued under this Indenture.

(h) The terms "herein", "hereby", "hereunder", "hereof", "hereinbefore" and "hereinafter" and other equivalent words shall be held and construed to refer to this Indenture and not solely to the particular Article, section, or subdivision hereof in which any such word is used.

(i) The term "this Indenture" or its equivalent shall be deemed to include and mean, in addition to this instrument dated as of September 1, 1944, each and every instrument which the Company shall enter into with the Trustees pursuant to any requirement or permission herein contained, and which shall be stated to be supplemental to this Indenture.

(j) The terms "lien of this Indenture" and "lien hereof" shall mean the lien created by these presents (including the after-acquired property clauses hereof) and the lien created by any subsequent conveyance or delivery to or pledge with the Trustees hereunder (whether made by the Company or any other corporation or any individual or co-partnership) or otherwise created, effectively constituting any property a part of the security held by the Trustees for the benefit of the bonds outstanding hereunder.

(k) The terms "mortgaged property" or "trust estate" shall mean as of any particular time the property which at said time is subject or intended to be subject to the lien of this Indenture.

(l) The term "electric utility system" shall mean a plant or system, including any property used in connection therewith, not constructed or erected by or for the Company, but which prior to the purchase or acquisition thereof by the Company has been used or operated by others than the Company in the business of producing, generating, transmitting, distributing or supplying electricity.

(m) The term "supplemental indenture" or "indenture supplemental hereto" shall mean any indenture which may at any time be entered into between the Company and the

Trustees in accordance with or pursuant to the provisions of this Indenture.

§1.03. (a) The term "additional bonds" shall mean bonds, of any series, authorized hereunder other than those which shall be duly authenticated and delivered pursuant to the provisions of *§3.01* (and other than bonds issued upon transfers or exchanges or in lieu of mutilated, lost, stolen or destroyed bonds).

(b) The term "authorized newspaper", when used in connection with the name of a particular city, shall mean a newspaper customarily published on each business day, printed in the English language and of general circulation in the city in connection with which the term is used.

Whenever successive publications in an authorized newspaper are required by any provision of this Indenture, such successive publications may be made in the same or in different authorized newspapers.

In case by reason of the temporary or permanent suspension of publication of any newspaper, or by reason of any other cause, it shall be impossible for the Company or the Principal Trustee, as the case may be, to make publication of any notice required hereby in a newspaper or newspapers as herein provided, then such publication in lieu thereof as the Principal Trustee, or the Company with the approval of the Principal Trustee, shall make, shall constitute a sufficient publication of such notice. Such publication shall, so far as may be, approximate the terms and conditions of the publication in lieu of which it is given.

(c) The terms "Board", "Board of Directors" and "Directors" shall each mean either the Board of Directors of the Company or the Executive Committee of the Board of Directors of the Company. Reference, without more, to action by the Directors shall mean action either by the Directors of the Company as a Board or by the Executive Committee of the Directors.

(d) The term "certified resolution" shall mean a copy of a resolution or resolutions certified by the Secretary or an Assistant Secretary of the Company, under its corporate

seal, to have been duly adopted by the Board of Directors at a meeting thereof duly convened and held and at which a quorum was present and acted thereon, and to be in full force and effect on the date of such certification.

(e) The terms "application of the Company", "written order of the Company", "written request of the Company", "written consent of the Company", "certificate of the Company" and "statement of the Company" shall mean, respectively, an application, order, request, consent, certificate or statement signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company. Any such application or written request may be combined in a single instrument with any such certificate and, in so far as any such certificate (or application or written request, in case no separate certificate is herein provided for) relates to conditions precedent provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent) which relate to the authentication and delivery of bonds hereunder, to the release or release and substitution of property subject to the lien of this Indenture, to the satisfaction and discharge of this Indenture, or to any other action to be taken by the Trustees or either of them at the request or on the application of the Company, as the case may be, shall include, in addition to the statements, if any, required by any other applicable provision of this Indenture, the statements required by *paragraph (i)* of this §*1.03* to be included in a certificate or opinion furnished to the Principal Trustee.

Any certificate or statement of the Company may be based, in so far as it relates to legal matters, upon an opinion of, or representations by, counsel, unless the officer or officers signing such certificate or statement knows that the opinion or representations with respect to the matters upon which said certificate or statement may be based as aforesaid are erroneous, or, in the exercise of reasonable care, should have known that the same were erroneous.

The same officer or officers of the Company, or the same engineer or counsel or other person, as the case may be, need not certify to all the matters required to be certified

under the provisions of any Article, section, subdivision or other portion hereof, but different officers, engineers, counsel or other persons may certify to different facts, respectively.

Where any person or persons are required to make, give or execute two or more applications, orders, requests, consents, certificates, statements or other instruments under this Indenture, any such applications, orders, requests, consents, certificates, statements or other instruments may, but need not, be consolidated and form one instrument.

(f) The term "opinion of counsel" shall mean a written opinion given by counsel selected by the Company, who may be counsel for the Company, unless in any given case the Principal Trustee shall believe an opinion of other counsel necessary or desirable and shall so request in writing; and which shall, in so far as it relates to conditions precedent provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent) which relate to the authentication and delivery of bonds hereunder, to the release or release and substitution of property subject to the lien of this Indenture, to the satisfaction and discharge of this Indenture, or to any other action to be taken by the Trustees or either of them at the request or on the application of the Company, as the case may be, include in addition to the statements, if any, required by any other applicable provision of this Indenture, the statements required by *paragraph (i)* of this §*1.03* to be included in a certificate or opinion furnished to the Principal Trustee. Any opinion of counsel may be based, in so far as it relates to factual matters with respect to which information is in the possession of the Company, upon a certificate or opinion of, or representations by, an officer or officers of the Company, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his opinion may be based as aforesaid are erroneous, or, in the exercise of reasonable care, should have known that the same were erroneous.

(g) The term "engineer" shall mean any engineer, appraiser or other expert, who may be an individual, copartnership or corporation, appointed and paid by the Company and who may (except as otherwise herein pro-

vided) be an officer or employee of the Company, unless in any given case the Principal Trustee shall believe the opinion of another engineer, appraiser or other expert necessary or desirable and shall so request in writing; and the term "independent engineer" shall mean an engineer appointed and paid by the Company and selected or approved by the Principal Trustee in the exercise of reasonable care and who (1) is in fact independent; (2) does not have any substantial interest, direct or indirect, in the Company or in any other obligor upon the bonds or in any affiliate of the Company or of any such other obligor; and (3) is not connected with the Company or any such other obligor or any affiliate of the Company or of any such other obligor as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

(h) The term "accountant" shall mean any accountant or accounting firm, who need not be certified or licensed or public, appointed and paid by the Company and who may (except as otherwise herein provided) be an officer or employee of the Company, unless in any given case the Principal Trustee shall believe the opinion of another accountant necessary or desirable and shall so request in writing; and the term "independent public accountant" shall mean any certified or licensed public accountant or any firm of such accountants appointed and paid by the Company and selected or approved by the Principal Trustee in the exercise of reasonable care and who, or each of whom, (1) is in fact independent; (2) does not have any substantial interest, direct or indirect, in the Company or in any other obligor upon the bonds or in any affiliate of the Company or of any such other obligor; and (3) is not connected with the Company or any such other obligor or any affiliate of the Company or of any such other obligor as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions, but who may be regularly retained to make annual and other similar audits of the books of the Company, any other obligor upon the bonds or any affiliate of either thereof.

(i) Each certificate (or application or written request or statement of the Company where no separate certificate

of the Company is provided for) or opinion furnished to the Principal Trustee with respect to compliance with any condition or covenant provided for in this Indenture, shall include (1) a statement that the person making such certificate or giving such opinion has read such covenant or condition and the definitions, if any, herein contained relative thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and (4) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with. Any certificate of the Company or opinion of counsel which is herein expressly required to contain a statement as to compliance with conditions precedent shall also state that all conditions precedent, if any, provided for in this Indenture relating to the action to be taken by the Trustees or either of them upon the request or direction in connection with which such certificate or opinion is furnished have been complied with.

The acceptance by the Principal Trustee of a certificate or opinion of an engineer or accountant shall be sufficient evidence that the signer or signers have been selected or approved by, or are satisfactory to, the Principal Trustee, as the case may be.

Each certificate by an independent engineer or accountant shall state that the signer has read the definition herein contained of an independent engineer or accountant, as the case may be, and that the signer is independent within the meaning of such definition.

(j) Except as herein elsewhere specifically required, no certificate or opinion as to compliance with conditions precedent need be made by any person other than an officer or employee of the Company as to (i) dates or periods not covered by annual reports required to be filed by the Company, in the case of conditions precedent which depend upon a state of facts as of a date or dates or for a period or periods different from that required to be covered by

such annual reports, or (ii) as to the amount and value of property additions, or (iii) as to the adequacy of depreciation, maintenance or repairs.

(k) The terms "responsible officer" and "responsible officers" of any Trustee as used in §*9.02,* §*9.16* and §*13.03* shall mean and include the Chairman of the Board, the President, every Vice President, the Treasurer, every Assistant Treasurer, the Cashier and every Assistant Cashier, the Secretary and every Assistant Secretary, every Trust Officer and any other officer of such Trustee with supervisory powers who customarily performs functions similar to those performed by any of the foregoing individuals or to whom any corporate trust matter is referred because of his knowledge of, and familiarity with, a particular subject.

(l) The terms "outstanding under this Indenture", "outstanding hereunder", and "outstanding", when used with reference to bonds, shall mean as of any particular time all bonds then and theretofore authenticated and delivered under this Indenture except (a) bonds paid, retired, redeemed or cancelled or surrendered to the Principal Trustee for cancellation, at or prior to the particular time, (b) bonds for the payment, retirement or redemption of which cash in the necessary amount shall have theretofore been deposited with the Principal Trustee in accordance with the provisions hereof (whether prior to, upon or after the maturity or the redemption date of such bonds) *provided* that if such bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in *Article 5* hereof provided or waived, or provision satisfactory to the Principal Trustee made for giving such notice or obtaining such waiver, (c) bonds in lieu of and in substitution for which other bonds shall have been authenticated and delivered pursuant to the terms of §*2.11* and (d) bonds deposited with or held by the Principal Trustee under any of the provisions of this Indenture, including any so held under any sinking or other similar fund; *provided* that in determining the percentage of the principal amount of bonds outstanding or of bonds of a particular series outstanding entitling the holders thereof to take any action pursuant to any provision of this Indenture, or in determining whether

the holders of the required percentage of the aggregate principal amount of bonds outstanding or of bonds of a particular series outstanding have concurred in any direction to the Trustees or either of them or in any consent pursuant to any provision of this Indenture, bonds owned legally or equitably by the Company or by any other obligor upon the bonds or by any affiliate of the Company or of any such other obligor shall be disregarded, except that for the purpose of determining whether a Trustee shall be protected in relying on any such direction or consent, only bonds which the Trustee knows are so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for any such purpose if the pledgee shall establish to the satisfaction of such Trustee the pledgee's right to vote such bonds and that the pledgee is not an affiliate of the Company or of any such other obligor. In case of a dispute as to such right, any decision by such Trustee taken upon the advice of counsel shall be full protection to the Trustee.

§1.04. The term "permitted encumbrances" shall mean as of any particular time any of the following:

(a) Liens for taxes, assessments or governmental charges for the then current year and taxes, assessments or governmental charges and liens for workmen's compensation awards and similar obligations not then due and delinquent;

(b) Liens for taxes, governmental charges or assessments already due but the validity of which is being contested at the time by the Company in good faith pursuant to the provisions of §*4.05;*

(c) Any liens, neither assumed by the Company nor on account of which it customarily pays interest, existing, either at the date hereof, or, as to property hereafter acquired, at the time of acquisition by the Company, upon real estate or rights in or relating to real estate acquired by the Company for substation, measuring station, transmission line, distribution line or right of way purposes;

(d) Easements or reservations in any property of the Company created for the purpose of roads, railroads, railroad side tracks, pipe lines, gas transportation lines, transmission and distribution lines and other like business, water power rights of the State or others, building and use restrictions and defects of title to, or leases of, minor parts of the mortgaged property which do not in the opinion of counsel materially impair the use of the mortgaged property as an entirety in the operation of the business of the Company;

(e) Undetermined liens and charges incidental to current construction;

(f) Any obligations or duties affecting the property of the Company to any municipality or public authority with respect to any franchise, grant, license or permit;

(g) Defects in titles to rights-of-way for electric transmission and distribution lines over public or private property, *provided* that the aggregate length of such rights-of-way for electric transmission lines over private property as to which defects exist shall not exceed fifty (50) linear miles;

(h) Rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license or permit, or by any provisions of law, to terminate such right, power, franchise, grant, license or permit or to purchase or recapture or to designate a purchaser of any of the property of the Company;

(i) Rights granted or created or burdens assumed by the Company under the provisions of *paragraph (5)* of *§8.05.*

The term "prepaid lien" shall mean any prior lien securing indebtedness for the purchase, payment, satisfaction or redemption of which moneys in the necessary amount shall have been irrevocably deposited in trust with the Principal Trustee or with the trustee or other holder of the prior lien securing such indebtedness (whether prior to, upon or after the maturity or the redemption date of such indebtedness),

provided that, if any such indebtedness is to be redeemed prior to the maturity thereof, notice of such redemption shall have been published or otherwise given as required by the mortgage or other instrument securing the same, or irrevocable authorization to give such notice shall have been given to the Principal Trustee, or to the trustee or other holder of such prior lien.

The term "prior lien" shall mean a mortgage or other lien (except permitted encumbrances) prior to the lien of this Indenture, upon property hereafter acquired by the Company, existing on said property and/or placed thereon to secure unpaid portions of the purchase price, at the time of such acquisition.

The term "prior lien bonds" shall mean bonds or other obligations secured by a prior lien. "Outstanding" with respect to prior lien bonds shall mean as of any particular time all prior lien bonds theretofore authenticated and delivered by the trustee or other holder of the prior lien securing the same, or, if there be no such trustee or other holder, all prior lien bonds theretofore issued under any such lien, except (a) prior lien bonds theretofore paid, retired, redeemed, discharged or cancelled, (b) prior lien bonds held in pledge hereunder, (c) prior lien bonds held uncancelled by the trustee or other holder of a prior lien (on the same property as that securing the prior lien bonds so held) under conditions such that no transfer of ownership or possession of such prior lien bonds by the trustee or other holder of such prior lien is permissible thereunder except upon a default thereunder or except to the Trustees hereunder to be held subject to the provisions of *Article 7*, or to the trustee or other holder of a prior lien for cancellation or to be held uncancelled under the terms of a prior lien under like conditions, (d) prior lien bonds for the purchase, payment or redemption of which moneys in the necessary amount shall have been deposited with or be held, with irrevocable direction so to apply, by the Principal Trustee hereunder or by the trustee or other holder of a prior lien; *provided* that, in the case of redemption, the notice required therefor shall have been given or have been provided for to the satisfaction of the Principal Trustee, and (e) prior lien bonds upon transfer of which or in exchange or substitution for

and/or in lieu of which other prior lien bonds have been authenticated and delivered or made and delivered under any of the provisions of the prior lien securing such prior lien bonds.

§1.05. The term "property additions" shall mean any new or additional property (including separate and distinct units, plants, systems and properties), located within the States of Arkansas, Kansas, Missouri or Oklahoma, and improvements, extensions, additions or betterments to or about the plants or properties of the Company in said States—in every case properly chargeable to the electric utility plant account of the Company, purchased, constructed or otherwise acquired by the Company subsequent to the date of the execution of this Indenture, and in every case used or useful or to be used in the business of producing, generating, transmitting, distributing or supplying electricity for any and all purposes; *provided, however,* that

(a) Property additions, as so defined, without limitation of the general import of such term, shall include

(1) Improvements, extensions, additions or betterments to or about the properties of the Company in the process of construction or erection, in so far as actually constructed or erected by the Company subsequent to the date of the execution of this Indenture;

(2) Property purchased, constructed or otherwise acquired by the Company, to renew, replace or in substitution for old, worn out, retired, discontinued or abandoned property, the retirement of which has been credited to electric utility plant account of the Company;

(3) Property acquired by the Company subject to prior liens;

(b) Property additions, as so defined, shall not include:

(1) Any shares of stock, bonds, evidences of indebtedness, other securities, contracts, leases or choses in action;

(2) Going concern value or good will acquired by the Company;

(3) Any plant or system in which the Company shall acquire only a leasehold interest, or any improvements, extensions or additions upon or to any plant or system in which the Company shall own only a leasehold interest;

(4) Any property acquired, made or constructed by the Company in keeping or maintaining the mortgaged property in good repair, working order and condition, whose cost is not properly chargeable to electric utility plant account;

(5) Any goods, wares, merchandise, equipment, materials or supplies acquired for the purpose of sale or resale in the usual course of business or for the purpose of consumption in the operation of any of the properties of the Company.

The term "net property additions" shall at any particular time mean the aggregate of all property additions up to that time at the cost or fair value thereof to the Company (whichever is less) after

(A) deducting (1) the aggregate amount of all property retirements, as hereinafter defined, prior to the date of the particular computation, and (2) a sum equal to one hundred sixty-six and two-thirds per centum (166⅔%) of the principal amount of any outstanding prior lien bonds secured by a lien on such property additions, which prior lien bonds have not theretofore been deducted in computing the amount of other net property additions which have been funded; and

(B) adding to the balance so arrived at an amount equal to the aggregate of

(a) the cash and the principal amount of any purchase money obligations then held by the Principal Trustee hereunder, or by the trustee or other holder of a prior lien, and representing the proceeds of insurance on or the release or sale of or the taking by

eminent domain of any property classified as retired prior to the date of the particular computation, and

(b) the amount of any cash which shall have been so received by the Principal Trustee, to the extent that such cash shall theretofore have been used by the Principal Trustee for the purpose of purchasing and/or redeeming bonds in accordance with the provisions of *subdivisions (2)* and *(3)* of §*8.11* or of paying any bonds at maturity, and the amount of any cash so received by the trustee or other holder of a prior lien and applied by it for the purpose of paying, purchasing and/or redeeming indebtedness secured by such prior lien;

provided, however, that the aggregate of the amounts added under *Clause (B)* above shall in no event exceed the amounts deducted under *Clause (A)* above.

Anything herein contained to the contrary notwithstanding, any property additions which shall have been certified to the Principal Trustee at any time as a basis for the authentication and delivery of bonds or for the withdrawal of cash under any of the provisions of this Indenture, or the basis of a credit taken under §*4.10,* or have been the subject of a waiver of the right to the authentication and delivery of bonds under and to the extent provided in §*4.16,* and having a cost or fair value, whichever shall be applicable under the respective provisions of this Indenture, in excess of (1) the amount thereof required by the provisions of this Indenture as a basis for the authentication and delivery of the bonds applied for, or for the withdrawal of the cash applied for, under any of the provisions of this Indenture except §*4.10* or §*8.11,* or as the basis of a credit taken under §*4.10,* or (2) one hundred sixty-six and two-thirds per centum (166⅔%) of the principal amount of bonds the authentication and delivery of which have been waived pursuant to said §*4.16,* or (3) the amount which would be required by the provisions of this Indenture as the basis for the withdrawal of cash under §*4.10* or §*8.11* if net property additions were required to be shown under said Sections as the basis for such withdrawal of cash, shall to the extent of such excess be available upon any subsequent application

as a basis for the authentication and delivery of bonds or the withdrawal of cash under any of the provisions of this Indenture, or the basis of a credit taken under §*4.10,* or for an application for a waiver under said §*4.16.* The amount of any such excess is hereinafter sometimes referred to as the "unapplied balance of property additions". Whenever any unapplied balance of property additions is included in any engineer's certificate or certificate of the Company executed and delivered to the Principal Trustee in connection with the authentication and delivery of bonds hereunder or the withdrawal of cash under any provision of this Indenture, or the taking of a credit under §*4.10,* or a waiver under §*4.16,* and if there are also included in such certificate other property additions not embraced within the unapplied balance of property additions, the amount of such unapplied balance of property additions shall be deemed to be the amount first utilized for the purpose for which such certificate shall be executed and delivered, before the amount of the other property additions included in such certificate shall be deemed to be utilized for such purpose.

The term "property retirements" shall mean the cost of all mortgaged property other than water property, owned by the Company on the date of the execution of this Indenture, and the cost of all funded property additions (except property additions the fair value of which at the time the same became funded property was less than the cost, in which latter case such fair value shall be used in lieu of cost) which, in either case, shall prior to the date of the particular computation and subsequent to the date of the execution of this Indenture, have been either retired or abandoned; but shall not include the cost of property sold or taken by eminent domain which had not, prior to such sale or taking, been classified as retired pursuant to the covenant contained in the last paragraph of §*4.10,* except to the extent that the cost of such property sold or taken exceeds the proceeds of such sale or taking.

The term "cost" as used herein shall mean:

(a) As to any property owned by the Company on the date of the execution of this Indenture, the book

value thereof as of that date (or the estimated book value as of that date in the case of property the book value of which is not specifically shown by the books of the Company), without deducting therefrom applicable reserves for depreciation and/or retirements as of that date; *provided, however,* that in the event any regulatory body having jurisdiction shall require or approve a change in the book value of any such property as shall not have, at or prior to the time of such change, permanently ceased to be used or useful in the business of the Company, the value as so changed shall be treated as the book value as of the date of the execution of this Indenture, not less, however, than the cash cost of such property to the person or corporation (or their affiliates) first devoting such property to public use;

(b) As to any property acquired after the date of the execution of this Indenture, the cost (estimated if not allocable) to the Company which shall be deemed to be the sum of (1) any cash forming a part of such cost, (2) an amount equivalent to the fair value (being the fair market value, if any, as of the date of delivery) of any securities or the fair value of any other property delivered in payment or exchange therefor or for the acquisition thereof, (3) whichever shall be the lesser of either (a) an amount equivalent to the principal amount of any indebtedness (whether or not assumed by the Company) secured by prior lien upon such property additions outstanding at the time of, or reserved by the vendor or created by the Company at the time of, the acquisition of such property or (b) the aggregate of the amounts, if any, expended by the Company (exclusive of premium and accrued interest) to procure the satisfaction or discharge of any such indebtedness or to cause the lien securing the same to become a prepaid lien, and (4) the principal amount of any unsecured indebtedness assumed by the Company as part of the consideration for the acquisition thereof, or, if the amount be less, the amount actually expended by the Company to secure the discharge thereof.

§1.06. The term "net earnings certificate" shall mean a certificate signed and verified by an accountant or an independent public accountant as provided in *subdivision (6)* of *§3.06,* stating (subject to the provisions of *§12.04):*

(A) The net earnings of the Company for any period of twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the first day of the month in which the application in connection with which a net earnings certificate is required under this Indenture is made, showing how the same have been calculated, and to that end specifying

(1) The aggregate of the gross operating revenues derived from the electric business of the Company;

(2) The aggregate of the operating expenses of such business, including therein (a) administration expenses other than those charged to capital account or surplus, (b) taxes, other than income, profits and other taxes measured by or dependent on net income for the determination of liability in respect of which the amount payable by way of interest is a deductible item, (c) assessments, rentals, license charges and insurance, (d) expenses for current repairs and maintenance, and (e) provision for reserves for renewals, replacements, depreciation, depletion or retirement of property, or provision for amortization of property, but excluding therefrom any expenses or provisions for interest on any indebtedness of the Company or for any sinking or similar fund for the retirement of any indebtedness or the amortization of debt discount and expense;

(3) The net non-operating income of the Company; and

(4) The net operating revenue derived by the Company from all sources other than the electric business.

The net earnings of the Company shall be the sum obtained by deducting the amount stated in *Clause (2)* above from the amount stated in *Clause (1)* and adding to the balance so obtained the sum of the amounts stated

in *Clauses (3)* and *(4)*; *provided, however,* that profits or losses resulting from the sale or disposal of capital assets or securities shall not be taken into account in the calculation of net earnings; *and provided further,* that of the net earnings of the Company not more than fifteen per centum (15%) in the aggregate may consist of (a) net non-operating income, and (b) net operating revenue from all sources other than the electric business of the Company; and in the event that such income and revenue referred to in *(a)* and *(b)* shall in the aggregate exceed fifteen per centum (15%) of such net earnings, then the amount of any such excess shall be separately stated and shall, for the purposes of any net earnings certificate under this Indenture, be excluded from the computation of net earnings; and

(B) The annual interest requirements upon (1) all bonds outstanding hereunder at the date of such certificate, except any bonds for the payment, retirement or redemption of which the bonds then applied for are to be issued, (2) bonds then applied for in the application in connection with which such certificate is made and those applied for in any other pending application, and (3) the principal amount of all other indebtedness (except indebtedness secured by prepaid liens) outstanding on the date of such certificate and secured by a prior lien, except any indebtedness for the payment, retirement or redemption of which the bonds then applied for are to be issued.

If any of the property of the Company owned by it at the time of the making of any net earnings certificate shall consist of a plant or system (including any property used in connection therewith) which shall have been acquired during or after any period for which net earnings are to be computed, the actual net earnings or net losses of such property (computed in the manner specified in this Section for the computation of the net earnings of the Company, but eliminating all intercompany items, if any) during such period or such part of such period as shall have preceded the acquisition thereof, to the extent that the same have not otherwise been in-

cluded, and unless such property shall have been acquired in exchange or substitution for property the earnings of which have been included, shall be treated as net earnings or net losses of the Company for all purposes of this Indenture.

The term "repairs" as used in this Section shall include all renewals which, in the ordinary practice of companies carrying on a business similar to that of the Company, are charged to current maintenance, repairs, or other operating expense account.

§1.07. The term "funded property" shall mean:

(1) All property owned by the Company on the date of the execution of this Indenture, and subjected or intended to be subjected to the lien of this Indenture; and

(2) All property additions which shall have theretofore been certified to the Principal Trustee as a basis for the authentication and delivery of bonds or the withdrawal of cash or the release of funded property under any of the provisions of this Indenture, or for the taking of a credit under §*4.10* or used as the basis of a waiver under §*4.16,* except to the extent, if any, of the unapplied balance of property additions.

§1.08. The term "funded prior lien bonds" shall mean any prior lien bonds made the basis for the authentication and delivery of bonds or for the withdrawal of cash held by the Principal Trustee or for the release of funded property from the lien hereof under any provision of this Indenture, or for which credit has been taken under *subdivision (3)* of §*4.10.*

ARTICLE 2

Form and Execution of Bonds

§2.01. The aggregate principal amount of the bonds which may be executed by the Company and authenticated and delivered by the Principal Trustee and be secured by this Indenture shall be limited in principal amount at any one

time outstanding (including any of the $10,600,000 principal amount of bonds issuable as provided in §*3.01* at the time outstanding) to $100,000,000, exclusive of any duplicate bonds authenticated and delivered pursuant to §*2.11*.

§2.02. At the option of the Company, the bonds issued hereunder may be issued in one or more series. All bonds of any one series shall contain in all respects the same provisions, except for necessary or proper variations between temporary bonds, coupon bonds and fully registered bonds without coupons or bonds of different denominations and, in the case of bonds of any series of serial maturity, as to date of maturity, rate of interest and the price, terms and conditions of redemption thereof. The form of each series shall be distinguished by such designation or descriptive title as the Board of Directors of the Company may select for such series (which shall contain the words "First Mortgage Bond"), and each bond issued hereunder shall bear upon the face thereof the designation or descriptive title so selected for the series to which it belongs. All bonds issued under this Indenture shall be expressed to be payable as to principal and interest 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 texts of the coupon bonds and of the fully registered bonds without coupons to be issued under this Indenture, and of the coupons appertaining to the coupon bonds, and of the certificate of authentication of the Principal Trustee upon all bonds, shall be respectively substantially of the tenor and purport hereinbefore recited, with such omissions, variations and insertions as may be necessary or appropriate to make them conform to provisions authorized in respect of the bonds of any series by the Board of Directors of the Company and permitted by this Indenture; *provided, however,* that (subject to the provisions of §*2.03* with respect to the bonds of the 3½% Series due 1969) at the option of the Company, from time to time expressed by resolution of its Board of Directors:

(1) provision may be made in the bonds of any series permitting exchange thereof for another bond or other

bonds of a different series, upon such terms and subject to such adjustments as may be set forth in said resolution;

(2) provision may be made in any series of bonds for the payment of the principal thereof or interest thereon, or both, without deduction for any taxes whatsoever, or without deduction for certain specified taxes differing from those contained in the bonds of any other series, and for the reimbursement to the holders of bonds of specified taxes assessed upon them by reason of their ownership of such bonds or the receipt of income therefrom;

(3) the date or dates of issue, date or dates of maturity, place or places of payment, rate of interest and interest payment dates of the bonds of each series issued hereunder from time to time, other than the 3½% Series due 1969, and the terms and conditions, if any, of the purchase and/or redemption and/or convertibility thereof and/or of provisions in regard to the establishment and application of any sinking, amortization, improvement or other fund for the benefit of the holders of the bonds of such series or of one or more other series and/or such other terms and provisions as shall be not inconsistent with the forms hereinabove set forth, shall be as fixed and determined in said resolution and provided in the bonds when issued.

Before any bonds of any series, other than the 3½% Series due 1969, shall be authenticated and delivered hereunder, the Company shall execute and deliver to the Trustees a supplemental indenture, in recordable form, containing the particulars of the new series of bonds as above set forth and containing appropriate provisions giving to such bonds the protection and security of this Indenture.

§2.03. The bonds to be initially issued hereunder in an aggregate principal amount of $10,600,000, referred to in *§3.01*, shall be of a series designated First Mortgage Bonds, 3½% Series due 1969. All coupon bonds of the 3½% Series due 1969 shall be dated September 1, 1944, and all bonds of

the 3½% Series due 1969 shall mature September 1, 1969, and shall bear interest at the rate of 3½% per annum, payable semi-annually on March 1 and September 1 in each year; the principal of and interest on each such bond shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in the case of coupon bonds the interest thereon shall also be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York; and both principal and interest shall be payable 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 of said 3½% Series due 1969 shall be redeemable at any time, upon not less than thirty (30) nor more than sixty (60) days' prior notice, in whole, or in part by lot, at the option of the Company, upon the terms and conditions hereinafter specified in *Article 5* of this Indenture.

Bonds of the 3½% Series due 1969 are entitled to the benefit of a Sinking Fund as provided in §*4.23*.

Said bonds shall be issued as coupon bonds in the denomination of $1,000; and as fully registered bonds without coupons, in denominations of $1,000 and multiples thereof from time to time authorized by the Board of Directors.

Coupon bonds and fully registered bonds without coupons of the 3½% Series due 1969 shall be registerable and interchangeable at the office or agency of the Company in the City of Chicago, Illinois, in the manner and upon the terms set forth in §*2.05*, upon payment of charges as required or permitted by the provisions of §*2.08*.

§2.04. Bonds of any series other than the 3½% Series due 1969 issued pursuant to the provisions hereof may at the election of the Board of Directors of the Company, expressed from time to time by resolution, be executed, authenticated and delivered either as coupon bonds and/or as fully registered bonds without coupons, and in such denominations (not less than $100) as the Board of Directors of the Company shall determine.

Every fully registered bond without coupons shall be dated as of the date of its authentication and shall bear interest from the interest payment date next preceding

such date (except that if any such bond shall be authenticated on any interest payment date for bonds of such series it shall bear interest from its date, and except that if any such bond shall be authenticated prior to the first interest payment date for bonds of such series it shall bear interest from the beginning of the first interest period for bonds of such series, and except that any fully registered bond without coupons delivered on a transfer or exchange of or in substitution for another bond or bonds shall bear interest from the last preceding date to which interest shall have been paid on the bond or bonds in respect of which such fully registered bond without coupons is delivered). The Company will pay the interest on any fully registered bond without coupons only to or upon the order of the owner registered on the Company's books at the date interest is payable on such bonds, according to the terms thereof.

§2.05. Whenever any coupon bond or bonds of any series and of the same maturity, by the terms thereof exchangeable for coupon bonds of the same series and maturity of other denominations, together with all unmatured coupons thereto appertaining, shall be surrendered to the Company for exchange for a like aggregate principal amount of coupon bonds of such other authorized denominations of the same series and maturity, the Company shall execute, and the Principal Trustee shall authenticate, and the Company shall deliver in exchange therefor a like aggregate principal amount of coupon bonds of the same series and maturity as the surrendered bond or bonds, of such other authorized denominations, bearing all unmatured coupons.

Whenever the registered owner of any fully registered bond without coupons, of any series, shall surrender the same to the Company for transfer, consolidation or subdivision, together, in case of a transfer, with a written instrument of transfer in form approved by the Company or by the Principal Trustee duly executed by such registered owner or by his attorney duly authorized in writing, the Company shall execute, and the Principal Trustee shall authenticate, and the Company shall deliver in exchange therefor a new fully registered bond without coupons, or new fully registered bonds without coupons, of the same series and maturity as

the surrendered bond, of authorized denominations, for the same aggregate principal amount.

Whenever any fully registered bond without coupons, by the terms thereof exchangeable for a coupon bond or coupon bonds of the same series and maturity, together with a written instrument of transfer in form approved by the Company or by the Principal Trustee duly executed by the registered owner or by his attorney duly authorized in writing, shall be surrendered to the Company for exchange for one or more coupon bonds of the same series and maturity, the Company shall execute, and the Principal Trustee shall authenticate, and the Company shall deliver in exchange therefor a like aggregate principal amount of coupon bonds of the same series and maturity as the surrendered bond, bearing all unmatured coupons.

Whenever any coupon bond or bonds of any series and of the same maturity, by the terms thereof exchangeable for a fully registered bond or registered bonds without coupons, shall, together with all unmatured coupons thereto appertaining, be surrendered for exchange for a fully registered bond or fully registered bonds without coupons, of authorized denominations, the Company shall execute, and the Principal Trustee shall authenticate, and the Company shall deliver in exchange therefor a fully registered bond without coupons, or fully registered bonds without coupons, of the same series and maturity as the surrendered bond or bonds, of such authorized denominations, for the same aggregate principal amount.

Every such exchange of bonds of one denomination for bonds of a different denomination or denominations or of coupon bonds for fully registered bonds without coupons or of fully registered bonds without coupons for coupon bonds, as provided in this Section, shall be effected as aforesaid, and as may be necessary to comply with the rules of any stock exchange on which such bonds are listed, or to conform to usage with respect thereto.

In case at the time of any such exchange interest on the bonds is in default, all coupon bonds surrendered for exchange and all coupon bonds delivered in exchange shall have attached thereto all matured coupons in default.

§2.06. The holder of any coupon bond issued hereunder may have the ownership thereof registered as to principal at the office or agency of the Company in the City of Chicago, Illinois (or in such other place as may be provided in respect of a particular series), and such registration noted on the bond. After such registration no transfer of said bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney, and similarly noted on the bond; but the same may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered, or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, but every such coupon shall continue to be transferable by delivery merely, and shall remain payable to bearer.

All coupons attached to any bonds issued hereunder shall bear the same designation as the bond to which they are attached, and all bonds delivered as authorized in this Article in exchange for outstanding bonds shall evidence the same debt as the bond or bonds so surrendered.

§2.07. Any bond issued hereunder whether in fully registered or in coupon form and whether in temporary or definitive form shall bear such numbers, letters or other marks of identification or designation not inconsistent herewith, and may be endorsed with such legends or recitals in respect of the bond or bonds for which it is exchangeable, as may be determined by the Board of Directors of the Company and approved by the Principal Trustee, and as may be required to comply with the rules and regulations of any stock exchange or to conform to usage in respect thereof; and similar provision may be made in connection with the issue of coupon bonds of denominations of less than $1,000 or of fully registered bonds without coupons for the reservation of appropriate serial numbers or other designating marks of the coupon bonds exchangeable in place thereof as required by such stock exchange rules and regulations or usage.

§2.08. Upon every exchange of coupon bonds for fully registered bonds without coupons or for other coupon bonds, or of fully registered bonds without coupons for coupon bonds or for other fully registered bonds without coupons, and upon any transfer of fully registered bonds without coupons, the Company may make a charge sufficient to reimburse it for or pay any stamp or other tax or governmental charge required to be paid, and in addition may charge a sum not exceeding $2 for each bond of the denomination of $1,000 or more and $1 for each bond of the denomination of less than $1,000, issued upon such exchange or transfer, which sums shall be paid by the party requesting such exchange or transfer as a condition precedent to the exercise of such exchange or transfer privileges. No charge except for taxes or governmental charges shall be made for the registration or transfer of coupon bonds.

The Company shall not be required to make any exchange or transfer of bonds as provided in this Article for a period of ten (10) days next preceding any interest payment date.

§2.09. All the bonds issued hereunder shall, from time to time, be signed on behalf of the Company by its President or a Vice-President and its corporate seal shall be thereunto affixed and attested by its Secretary or an Assistant Secretary. The corporate seal of the Company may be affixed to any bond by printing, engraving, lithographing, stamping or otherwise making, placing or affixing upon such bond by any process whatever, an impression, facsimile or other reproduction of said corporate seal.

The coupons to be attached to coupon bonds shall bear the facsimile signature of the present or any future Treasurer of the Company, and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may not have been such Treasurer at the date of any such bond or that he may have ceased to be such Treasurer at the time when any such bond shall be actually authenticated and delivered.

In case any of the officers who shall have signed and sealed any bonds or attested the seal thereon shall cease to be such officer of the Company before the bonds so signed and sealed

shall have been actually authenticated by the Principal Trustee or delivered by the Company, such bonds nevertheless may be executed, authenticated and delivered with the same force and effect as though the person or persons who signed and sealed such bonds had not ceased to be such officer or officers of the Company; and also any bond may be signed and sealed on behalf of the Company by such person as at the actual date of the execution of such bond shall be the proper officer of the Company although at the date of such bond such person shall not have been such officer of the Company.

Before authenticating any coupon bonds the Principal Trustee shall cut off and cancel all matured coupons thereon (except as otherwise provided in §*2.05* and §*2.11*) and shall thereafter deliver the same to or upon the order of the Company.

§2.10. Until definitive bonds are ready for delivery, the Company may execute, and the Principal Trustee shall authenticate and deliver in lieu of any thereof, temporary bonds of any denomination substantially in the form of the bonds hereinbefore described, with or without coupons, and with appropriate omissions, insertions and variations as may be required. Such temporary bonds shall be exchangeable for definitive bonds when ready for delivery. Until exchanged for definitive bonds, such temporary bonds shall be entitled to the lien and benefit of this Indenture. Upon such exchange, which the Company shall make without any charge therefor, such temporary bonds shall be cancelled and may be destroyed by the Principal Trustee, and a certificate of such destruction shall be delivered to the Company. Temporary bonds without coupons of any series shall bear interest from the beginning of the current interest period for bonds of that series in which such temporary bonds without coupons shall be authenticated. When and as interest is paid upon temporary bonds without coupons, the fact of such payment shall be noted thereon. Until such definitive bonds are ready for delivery the holder of one or more temporary bonds may surrender the same to the Principal Trustee for cancellation, and shall be entitled to receive temporary bonds of like aggregate principal

amount in such denominations indicated by him as may have been authorized by the Board of Directors.

§2.11. In case any bond outstanding under this Indenture and the coupons thereto appertaining (if any), shall become mutilated or be lost, stolen or destroyed, then, on the terms herein set forth, and not otherwise, the Company may issue, and thereupon the Principal Trustee shall authenticate and deliver, a new bond of like tenor and date, and having attached corresponding coupons (if any), in exchange and substitution for, and upon cancellation of, the mutilated bond and coupons, or in lieu of and substitution for the same if lost, stolen or destroyed; or if any such lost, stolen or destroyed bond or coupon shall have matured, or be about to mature, instead of issuing a substituted bond or coupon the Company may pay the same without surrender thereof. The applicant for such payment or for a substituted bond and coupons (if any) shall furnish to the Company and the Principal Trustee evidence satisfactory to each of them in their discretion of the loss, theft or destruction of such bond and coupons alleged to have been lost, stolen or destroyed, and of the ownership and authenticity of such mutilated, lost, stolen or destroyed bond and coupons (if any), and also indemnity in a sum deemed satisfactory by the Company and the Principal Trustee, having as surety thereon a surety company satisfactory to the Company and the Principal Trustee in their discretion; and shall pay all expenses and charges of such substitution, payment or exchange. Any indemnity bond shall name as obligees, the Company, the Trustees, and, if requested by the Company, any paying agent. The Principal Trustee may authenticate any such substituted bonds and deliver the same with appurtenant coupons, or the Principal Trustee or any paying agent of the Company may make such payment, upon the written request or authorization of any officer of the Company, and shall incur no liability to anyone by reason of anything done or omitted to be done by it in good faith and without negligence under the provisions of this Section. All bonds issued under this Indenture are held and owned upon the express condition that the provisions of this Section are exhaustive and shall exclude all other rights and

remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

Any such duplicate bonds and coupons issued pursuant to this Section in substitution for bonds or coupons alleged to be lost, stolen or destroyed shall constitute original additional contractual obligations on the part of the Company, whether or not the bonds and coupons so alleged to be lost, stolen or destroyed be at any time enforcible by anyone, and shall be equally secured hereby and entitled to equal and proportionate benefits with all other bonds and coupons issued hereunder in any moneys or property at any time held by the Principal Trustee for the benefit of the bondholders.

§2.12. Only such bonds as shall bear thereon a certificate of authentication substantially in the form hereinabove recited, executed by the Principal Trustee, shall be secured by this Indenture or be entitled to any lien, right or benefit hereunder. No bond and no coupon thereunto appertaining shall be or become valid or obligatory for any purpose until such certificate shall be duly executed on such bond, and such authentication by the Principal Trustee upon any bond shall be conclusive evidence and the only competent evidence that the bond so authenticated has been duly authenticated and delivered hereunder and that such bond is entitled to the benefits hereof.

ARTICLE 3

Authentication and Delivery of Bonds

§3.01. Bonds of the 3½% Series due 1969, described in §*2.03*, in the aggregate principal amount of $10,600,000, shall forthwith be executed by the Company and delivered to the Principal Trustee and shall be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording hereof) in accordance with the written order or orders of the Company.

§3.02. Bonds, in addition to those provided for in §*3.01*, of said 3½% Series due 1969 or of any one or more other series, may from time to time be executed by the Company and delivered to the Principal Trustee and shall be au-

thenticated by the Principal Trustee and delivered from time to time in accordance with the written order or orders of the Company upon the basis of property additions, but only in accordance with and subject to the conditions, provisions and limitations set forth in the next succeeding four Sections of this Article, numbered *§3.03* to *§3.06,* both inclusive.

§3.03. No bonds shall be authenticated and delivered at any time under the provisions of *§3.04, §3.05* or *§3.06* upon the basis of funded property.

§3.04. Bonds of any one or more series shall be authenticated and delivered from time to time under the provisions of this Article upon the basis of property additions included in a computation of net property additions, to an aggregate principal amount not exceeding sixty per centum (60%) of the amount of net property additions as evidenced for the purposes of this Article by the appropriate certificates provided for in *§3.06.*

§3.05. No bonds shall be authenticated and delivered upon the basis of property additions unless as shown by a net earnings certificate the net earnings of the Company for the period therein referred to shall have been in the aggregate at least equivalent to two (2) times the annual interest requirements as shown by such net earnings certificate.

§3.06. No application by the Company to the Principal Trustee for the authentication and delivery of bonds hereunder upon the basis of property additions shall be granted by the Principal Trustee until the Principal Trustee shall have received:

(1) A certified resolution of the Board of Directors requesting the Principal Trustee to authenticate and deliver bonds, (a) specifying the aggregate principal amount of bonds applied for, the series and denominations thereof, and any other matters with respect thereto required by this Indenture, and (b) specifying the officer or officers of the Company to whom, or upon whose written order, such bonds shall be delivered;

(2) A certificate of the Company stating that the

Company is not to the knowledge of the signers in default under any of the provisions of this Indenture;

(3) An engineer's certificate made and dated not more than sixty (60) days prior to the date of such application,

(A) showing the amount, if any, of the unapplied balance of property additions included in the most recent engineer's certificate, if any, theretofore filed with the Principal Trustee pursuant to this *subdivision (3)*, *§4.10*, *§4.16*, or *§8.11;* and stating the current fair value to the Company, in the opinion of the signer, of such unapplied balance of property additions, based upon a current redetermination by the signer of the fair value to the Company, in his opinion, of all the property additions involved in the determination of such unapplied balance of property additions; and in the case of property additions of the nature described in *subdivision (4)* of this *§3.06*, there shall also be furnished to the Principal Trustee a certificate of an independent engineer stating the fair value to the Company of such property additions;

(B) specifying the property additions purchased, constructed or otherwise acquired by the Company since the close of the period covered by the most recent certificate, if any, referred to in the preceding *Clause (A)* (or, if no such prior certificate has been filed, then since the date of the execution of this Indenture); and stating whether, and if so to what extent, such property additions consist of funded property; and as to such property additions:

(a) describing such property additions in reasonable detail by classified fixed capital accounts then in use by the Company; stating the cost thereof; stating whether such property additions include any additional tract or parcel of real estate; and stating that all such property additions are property additions as defined in *§1.05;*

(b) stating, except as to property additions acquired, made or constructed wholly through the delivery of securities, or the transfer of other prop-

erty, that the amount of cash forming all or part of the cost thereof was equal to or more than an amount to be stated therein;

(c) briefly describing with respect to any such property additions acquired, made or constructed in whole or in part through the delivery of securities or the transfer of other property, the securities or other property so delivered or transferred and stating the date of such delivery or transfer;

(d) stating the principal amount of any unsecured indebtedness assumed by the Company as part of the consideration for the acquisition of any of such property additions, or, if the amount be less, the amount actually expended by the Company to secure the discharge thereof;

(e) specifying the nature and extent of all prior liens, and the principal amount of all indebtedness secured thereby, existing upon any of such property additions at the time of the acquisition thereof, and stating (1) which, if any, of such prior liens have, at or prior to the date of the certificate, become prepaid liens, or (2) whether any or all of the indebtedness secured thereby has been satisfied or discharged, and stating the aggregate of the amounts, if any, expended (excluding any sums expended in respect of premium or accrued interest) by the Company to procure the satisfaction or discharge of any such indebtedness, or to cause the liens securing the same to become prepaid liens; and (3) if and to the extent that bonds applied for are to be issued against property additions subject to prior liens which have not become prepaid liens or which have not been satisfied or discharged, then stating that the engineer's certificate called for by §*4.16* has been filed with the Principal Trustee with respect thereto, and showing that the acquisition of such property subject to a prior lien was permitted by the provisions of said §*4.16* and of §*4.18;*

(f) stating that there is no outstanding indebtedness of the Company or of others known, after due inquiry, to the Company, for the purchase price or construction of, or for labor, wages or materials in connection with the construction of, such property additions, which could become the basis of a lien upon said property additions, prior to the lien of this Indenture, which in the opinion of the signers of said certificate might materially impair the security hereof;

(g) stating, except as to such property additions in respect of the fair value to the Company of which a statement is to be made in an independent engineer's certificate as provided for in *subdivision (4)* of this Section, the then fair value to the Company of such property additions; and

(h) stating what part if any of such property additions includes an electric utility system or systems, and showing the cost and the then fair value to the Company of such electric utility system or systems and whether such fair value is in excess of one per centum (1%) of the aggregate principal amount of the bonds at the time outstanding hereunder, and if any of such property additions includes an electric utility system, the cost thereof may include all or part of the cost of any rights and intangible property simultaneously acquired with such electric utility system for which no separate or distinct consideration shall have been paid or apportioned, and in such case the term property additions, as defined herein, may include such rights and intangible property (except going concern value or good will); and in determining the fair value of such electric utility system it shall be proper to include as an element of value thereof an amount deemed proper by the signers of said certificate for such rights and intangible property as aforesaid;

(C) stating the aggregate amount of all property retirements made up to the close of the period

covered by the engineer's certificate then being made and since the close of the period covered by the most recent certificate, if any, referred to in the preceding *Clause (A)* (or, if no such prior certificate has been filed, then since the date of the execution of this Indenture);

(D) stating the aggregate amount of (i) the cash plus the principal amount of any purchase money obligations then held by the Principal Trustee hereunder, or by the trustee or other holder of a prior lien, and representing the proceeds of insurance on or the release or sale of or the taking by eminent domain of any property referred to in the preceding *Clause (C)* above, and (ii) the amount of any such cash which shall have been received by the Principal Trustee and shall theretofore have been used by the Principal Trustee for the purpose of purchasing and/or redeeming bonds in accordance with the provisions of *subdivisions (2)* and *(3)* of *§8.11* or of paying any bonds at maturity plus the amount of any such cash received by the trustee or other holder of a prior lien and applied by it for the purpose of paying, purchasing and/or redeeming indebtedness secured by such prior lien; and

(E) showing the amount of the net property additions available as a basis for the authentication and delivery of bonds pursuant to *§3.04*, by adding to the amount of the unapplied balance of property additions shown by *Clause (A)* above the amount of the net property additions, determined on the basis of the amounts shown by *Clauses (B), (C)* and *(D)* above;

(4) In case any property additions certified pursuant to *Clause (B)* of *subdivision (3)* above are shown by such engineer's certificate to include an electric utility system and such certificate shows that the then fair value to the Company of such electric utility system is not less than $25,000 and not less than one per centum (1%) of the aggregate principal amount of the bonds at the time outstanding hereunder, and that such electric

utility system has within six months prior to the date of acquisition thereof by the Company been used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, an independent engineer's certificate stating, as to such electric utility system, the then fair value thereof to the Company in the opinion of the signer, together with the signer's report thereon which shall contain a brief statement of the conditions governing the signer's determination of such fair value and a brief statement of the condition, serviceability and location of such electric utility system, and such certificate shall cover the fair value to the Company of any electric utility system (if there be any) so used or operated, which has been subjected to the lien hereof as a basis for the authentication and delivery of bonds, the withdrawal of cash, or the release of property subject to the lien hereof, since the commencement of the then current calendar year, and as to which a certificate of an independent engineer has not previously been furnished; and, in determining any such fair value, it shall be proper in the case of any such electric utility system to include as an element of the value thereof an amount deemed proper by said engineer for any rights and intangible property (except going concern value or good will) simultaneously acquired with such electric utility system for which no separate or distinct consideration shall have been paid or apportioned;

(5) In case any property additions are shown by the engineer's certificate provided for in *subdivision (3)* to have been acquired, made or constructed in whole or in part through the delivery of securities or other property, an engineer's certificate stating in the opinion of the signer the fair value of such securities (being the fair market value, if any) and other property at the time of delivery thereof in payment for or for the acquisition of such property additions:

(6) A net earnings certificate by an accountant (who may be the chief accounting officer of the Company),

dated not more than ten (10) days prior to the filing with the Principal Trustee of such application, certifying the amount of the net earnings of the Company to be as required by §3.05, and showing the calculation of such net earnings in the manner set forth in *§1.06*. Said certificate shall, subject to the provisions of *subdivision (j)* of *§1.03*, be made by an independent public accountant (who may be the accountant or accountants otherwise employed by the Company to audit its accounts), selected or approved by the Principal Trustee in the exercise of reasonable care, if the aggregate principal amount of bonds then applied for plus the aggregate principal amount of bonds authenticated and delivered since the commencement of the then current calendar year (other than those with respect to which a certificate of an accountant is not required or with respect to which a certificate of an independent public accountant has previously been furnished) is ten per centum (10%) or more of the aggregate principal amount of bonds at the time outstanding.

(7) An opinion of counsel stating

(a) that he has examined the application and other documents being furnished in connection with the authentication and delivery of the bonds applied for; that the instruments which have been or are therewith delivered to the Principal Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the Principal Trustee to authenticate and deliver the bonds applied for; and that, on the basis thereof, the bonds applied for may be lawfully authenticated and delivered under this Article;

(b) that this Indenture has been duly recorded or filed, which together with certain instruments of conveyance, assignment or transfer, specified in such opinion, will be sufficient to subject to the lien of this Indenture the property additions certified pursuant to *Clause (B)* of *subdivision (3)* above, subject to no lien thereon prior to the lien of this Inden-

ture, except liens of prior liens or prepaid liens (if any) described in the accompanying engineer's certificate, and permitted encumbrances, or stating that no such instruments are necessary for such purpose; and that, upon the recordation in the manner stated in such opinion of the instruments so specified, if any, or without such recordation, if none is so specified, and upon such further recording or filing of this Indenture or any supplemental indenture in the manner stated in such opinion, or without any such further recordation or filing if such opinion shall so state, no further recording or re-recording or filing or refiling of this Indenture or any other instrument is required to maintain the lien of this Indenture with respect to such property additions as against any creditors or subsequent purchasers;

(c) that (except as to paving, grading and other improvements in or upon any public street, road or highway, which are required to be made by the Company in connection with the conduct of its business) the Company has acquired good and valid legal title to such property additions which are still owned and have not been retired by the Company, and that the same and every part thereof are free and clear of all liens, charges and encumbrances prior to the lien of this Indenture, except the prior liens or prepaid liens (if any) described in the accompanying engineer's certificate, and permitted encumbrances;

(d) that (except as to paving, grading and other improvements in or upon any public street, road or highway, which are required to be made by the Company in connection with the conduct of its business), this Indenture is, or upon the delivery of the instruments of conveyance, assignment or transfer, if any, specified in said opinion will be, a lien on all the property additions certified pursuant to *Clause (B)* of *subdivision (3)* above which are still owned and have not been retired by the Company, subject to no lien thereon prior to the lien of this Indenture, except the prior

liens or prepaid liens (if any) described in the accompanying engineer's certificate, and permitted encumbrances;

(e) that the Company has corporate authority and all necessary permission from governmental authorities to acquire, own, ~~use~~ and operate such property additions;

(f) that the issue of the bonds, the authentication and delivery of which are being applied for, has been duly authorized by the Company and by any and all governmental authorities the consent of which is requisite to the legal issue of such bonds, specifying any duly certified documents by which such consent is or may be evidenced or that no consent of any governmental authorities is requisite, and specifying the certificate or other evidence which will be sufficient to show compliance with the requirements, if any, of any mortgage recording tax law or other tax law applicable to the issuance of the bonds applied for, or stating that there are no such legal requirements; and

(g) that the general nature and extent of prior liens and prepaid liens and the principal amount of the then outstanding indebtedness secured thereby, if any, mentioned in the accompanying engineer's certificate, are correctly stated; and

(8) the instruments of conveyance, assignment and transfer, if any, and the duly certified documents, if any, specified in the opinion of counsel provided for in *subdivision (7)* above; *provided* that if any property additions certified pursuant to *Clause (B)* of *subdivision (3)* above include any additional tract or parcel of real estate, there shall in any event be delivered to the Principal Trustee a supplemental indenture or other instrument of conveyance subjecting said tract or parcel to the direct lien of this Indenture;

(9) An engineer's certificate, made and dated not more than ten (10) days prior to the date of such ap-

plication, stating that the signer has no knowledge of and does not believe that there have been, since the close of the period covered by the engineer's certificate specified in *subdivision (3)* above, property retirements in an amount exceeding property additions since the close of said period by more than the amount of the unapplied balance of property additions calculated to be remaining upon the granting of the application;

(10) A certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

§3.07. The Principal Trustee shall from time to time upon request of the Company authenticate and deliver bonds hereunder of an aggregate principal amount equal to the aggregate principal amount of any bonds (except as otherwise provided in this Section) theretofore authenticated and delivered under this Indenture that shall have been paid, retired, redeemed or cancelled or surrendered to the Principal Trustee for cancellation, or for the payment, retirement or redemption of which moneys in the necessary amount shall have been deposited with, or shall then be held by, the Principal Trustee (with irrevocable direction and authorization satisfactory to the Principal Trustee so to apply the same, and, as regards bonds to be redeemed, either with proof satisfactory to the Principal Trustee that notice of redemption has been duly given or with irrevocable authorization to the Principal Trustee to give such notice of redemption), but only after the Principal Trustee shall have received:

(1) A certified resolution such as is described in *subdivision (1)* of *§3.06*;

(2) A certificate of the Company stating (a) that the Company is not to the best of the knowledge and belief of the signers in default under any of the provisions of this Indenture; and (b) that bonds theretofore authenticated and delivered under this Indenture of a specified aggregate principal amount (not less than the aggregate principal amount of bonds for which such request for authentication and delivery is made under this Section) have been paid, retired, redeemed or cancelled,

or concurrently with the authentication and delivery of the bonds requested will be surrendered to the Principal Trustee for cancellation (otherwise than upon exchanges or transfers of bonds) and/or that moneys in the necessary amount for the payment, retirement or redemption thereof are then held by or will be deposited with the Principal Trustee prior to or concurrently with the authentication and delivery of the bonds so requested (with irrevocable direction and authorization satisfactory to the Principal Trustee so to apply the same, and, as regards bonds to be redeemed, either with proof satisfactory to the Principal Trustee that notice of redemption has been duly given or with irrevocable authorization to the Principal Trustee to give such notice of redemption), and further stating that no part of such aggregate principal amount of bonds has been theretofore made the basis under any of the provisions of this Indenture for the authentication and delivery of bonds or the withdrawal of cash or the taking of a credit under *subdivision (3)* of §*4.10* and that none of such bonds has been retired by the use of the proceeds of any insurance on any funded property or the proceeds of the release or other disposition of any part of the funded property, or through the operation of any sinking, improvement or other fund applicable to such retirement, except, as regards any such fund, to the extent, if any, that the provisions establishing such fund may expressly permit the issuance of bonds under this Section in respect of bonds retired through the operation of such fund; and further stating the interest rate or rates and the maturity date or dates borne by all such bonds so cancelled or so to be surrendered for cancellation or which are to be so paid, retired or redeemed or money for the retirement or redemption of which is to be so deposited; and

(3) An opinion of counsel stating the signer's opinion to the effect (a) that the instruments which have been or are therewith delivered to the Principal Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the Principal Trustee to authenticate and deliver the bonds

applied for, and that, on the basis of the payment, retirement, redemption, cancellation or surrender for cancellation of bonds or the deposit of moneys in accordance with the certificate of the Company delivered to the Principal Trustee pursuant to *subdivision (2)* of this Section, the bonds applied for may be lawfully authenticated and delivered under this Article; and (b) that the issue of the bonds, the authentication and delivery of which are requested in the resolution provided for under *subdivision (1)* of this Section, has been duly authorized by the Company and by any and all governmental authorities the consent of which is requisite to the legal issue of such bonds, specifying any duly certified documents by which such consent is or may be evidenced, or that no consent of any governmental authorities is requisite, and specifying the certificate or other evidence which will be sufficient to show compliance with the requirements, if any, of any mortgage recording tax law or other tax law applicable to the issuance of the bonds applied for, or stating that there are no such legal requirements;

(4) The duly certified documents, if any, specified in the opinion of counsel provided for in *subdivision (3)* of this Section; and

(5) A certificate of the Company and an opinion of counsel as to compliance with conditions precedent;

provided, however, that no additional bond shall be authenticated and delivered pursuant to this Section more than two years prior to the stated maturity of the bond (hereinafter called the retired bond) in respect of the payment, retirement, redemption, cancellation or surrender for cancellation of which the authentication and delivery of such additional bond is applied for, unless such additional bond bears no greater rate of interest than such retired bond, or, if such additional bond bears a greater rate of interest than such retired bond, unless the Principal Trustee shall have received a net earnings certificate and unless such net earnings certificate shall show the net earnings of the Company to be as required by *§3.05;* and *provided further,* that no additional bond shall

be authenticated and delivered pursuant to this Section in respect of the payment, retirement, redemption, cancellation or surrender for cancellation of any bond the interest charges on which have been excluded from any net earnings certificate filed with the Principal Trustee since the payment, retirement, redemption, cancellation or surrender for cancellation of such bond, unless the Principal Trustee shall have received, in connection with the authentication and delivery of such additional bond, a net earnings certificate and unless such net earnings certificate shall show the net earnings of the Company to be as required by *§3.05.*

Any and all coupon bonds delivered to the Principal Trustee pursuant to this Section shall have attached thereto all unmatured coupons appertaining thereto.

§3.08. The Principal Trustee shall from time to time upon the request of the Company authenticate and deliver bonds upon deposit with the Principal Trustee by the Company of cash equal to the aggregate principal amount of the bonds so requested to be authenticated and delivered, but only after the Principal Trustee shall have received:

(1) A certified resolution such as is described in *subdivision (1)* of *§3.06;*

(2) A certificate of the Company stating that the Company is not to the best of the knowledge and belief of the signers in default under any of the provisions of this Indenture;

(3) A net earnings certificate showing the net earnings of the Company to be as required by *§3.05;*

(4) An opinion of counsel to the effect (a) that the instruments which have been or are therewith delivered to the Principal Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the Principal Trustee to authenticate and deliver the bonds applied for, and that upon the deposit of an amount of cash equal to the aggregate principal amount of the bonds applied for such bonds may be lawfully authenticated and delivered under this Article; and (b) that the issue of the bonds,

the authentication and delivery of which are requested in such resolution, has been duly authorized by the Company and by any and all governmental authorities, the consent of which is requisite to the legal issue of such bonds, specifying any duly certified documents by which such consent is or may be evidenced, or that no consent of any governmental authorities is requisite, and specifying the certificate or other evidence which will be sufficient to show compliance with the requirements, if any, of any mortgage recording tax law or other tax law applicable to the issue of the bonds applied for, or stating that there are no such legal requirements;

(5) The duly certified documents, if any, specified in the opinion of counsel provided for in *subdivision (4)* of this Section; and

(6) A certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

§3.09. All cash deposited with the Principal Trustee under the provisions of *§3.08* (in this Section referred to as deposited cash) shall be held by the Principal Trustee as a part of the mortgaged property, but whenever (subject to the provisions of *§4.18)* the Company shall become entitled to the authentication and delivery of bonds under any of the provisions of this Indenture (other than those contained in *§3.08),* the Principal Trustee, upon the application of the Company evidenced by a certified resolution, and upon compliance by the Company with all the provisions of this Indenture (except as hereinafter in this Section provided, and with such omissions and variations as may be appropriate by reason of the fact that the withdrawal of deposited cash rather than the authentication and delivery of bonds is being applied for) with which it would have to comply to obtain such authentication and delivery, shall pay over to the Company or upon its order, in lieu of each bond or fraction thereof to the authentication and delivery of which the Company shall then be so entitled, a sum in cash equal to the principal amount of each such bond or fraction thereof; *provided, however,* that for the purpose of withdrawing cash pursuant to the provisions of this

Section, it shall in no case be necessary for the Company to deliver to the Principal Trustee the resolution and certificate such as are described in *subdivisions (1)* and *(6)* of *§3.06*, or the net earnings certificate provided for in *§3.05*, or such parts of the opinions described in *subdivision (7)* of *§3.06* and in *subdivision (3)* of *§3.07* and in *subdivision (d)* of *§3.11* as relate to the authorization of the issuance of bonds by governmental authorities and by the Company and as relate to tax laws applicable to the issue of bonds, or to comply with any earnings requirements.

§3.10. Any sums deposited with the Principal Trustee under the provisions of *§3.08* in respect of which no application under the provisions of *§3.09* shall have been made within three (3) years from the date of the deposit thereof and in respect of which notice in writing of intention to make such application upon the basis of property additions being constructed by or on behalf of the Company and then in progress and uncompleted shall not have been given to the Principal Trustee by the Company within such three-year period, or in respect of which the Company shall at any time notify the Principal Trustee that no application is to be made under *§3.09*, shall be used for or applied to the purchase or (at the election of the Principal Trustee) to the redemption of bonds in the manner and subject to the conditions provided in *subdivisions (2)* and/or *(3)* of *§8.11*. Bonds so purchased or redeemed shall not thereafter be made the basis for the issue of bonds, or the withdrawal of cash or the taking of a credit under any of the provisions of this Indenture.

§3.11. At any time after the amount of any outstanding prior lien bonds shall have been deducted in connection with any application for authentication and delivery of bonds on the basis of property additions or for the release of property, or for the withdrawal of cash, or deducted in the computation of net property additions taken as a credit under *§4.10*, or have been the cause of a waiver of the authentication and delivery of bonds pursuant to the provisions of *Subdivision (A)* of *§4.16*, the Company may (subject to the provisions of *§4.18)*, execute and deliver to the Principal

Trustee, and the Principal Trustee shall thereupon authenticate and deliver to or upon the order of the Company, bonds for an aggregate principal amount equal to the aggregate principal amount of such prior lien bonds, deducted or causing a waiver as aforesaid, which after such deduction or causing a waiver, shall have been deposited with the Principal Trustee or paid or redeemed or ascertained by a final judicial determination to be invalid, or for the payment, retirement or redemption of which moneys in the necessary amount shall be deposited with the trustee or other holder of the prior lien securing the same concurrently with the action requested (with irrevocable direction and authorization, satisfactory to the Principal Trustee, to the trustee or other holder of the prior lien so to apply the same, and, as regards prior lien bonds to be redeemed, either with proof satisfactory to the Principal Trustee and the trustee or other holder of the prior lien that notice of redemption has been duly given or irrevocable authorization given to the trustee or other holder of such prior lien to give such notice of redemption), but only upon receipt by the Principal Trustee of:

(a) A certified resolution such as is described in *subdivision (1)* of *§3.06;*

(b) Either

(1) prior lien bonds, not theretofore funded, then or theretofore delivered (either uncancelled and pledged under this Indenture pursuant to the provisions of *§4.21,* to be held and dealt with by the Principal Trustee in the manner and subject to the provisions of *Article 7,* or cancelled at maturity or under the redemption or other provisions of the mortgage or other lien securing the same), or

(2) a certificate of the Company, accompanied by a concurring opinion of counsel, to the effect that specified prior lien bonds have been paid or ascertained by final judicial determination to be in whole or in part invalid, or constitute redeemed prior lien bonds, and specifying the amount of payment, or the extent of invalidity, or the amount of bonds redeemed, as the

case may be or stating that moneys in the necessary amount for the payment, retirement or redemption of specified prior lien bonds have been or will be, concurrently with the action requested, deposited with the trustee or other holder of the prior lien securing the same (with irrevocable direction and authorization, satisfactory to the Principal Trustee, to the trustee or other holder of the prior lien so to apply the same, and, as regards bonds to be redeemed, with proof satisfactory to the Principal Trustee and the trustee or other holder of the prior lien that notice of redemption has been duly given or irrevocable authorization given to the trustee or other holder of such prior lien to give such notice of redemption);

(c) A certificate of the Company stating in substance:

(1) That the prior lien bonds, made the basis for the application, have theretofore been deducted in connection with applications (specifying the dates thereof) for authentication and delivery of bonds on the basis of property additions, or for the withdrawal of cash, or for the release of property, or have been deducted in the computation of net property additions taken as a credit under §*4.10* or have been the cause of a waiver under *subdivision (A)* of §*4.16;*

(2) That no part of the prior lien bonds, made the basis for the application, has theretofore been funded;

(3) That the Company is not and, upon the granting of the application then being made, will not be in default in the performance of any of the terms or covenants of §*4.18* or §*4.21;*

(4) That the Company is not, to the knowledge of the signers, in default in the performance of any of the other terms or covenants of this Indenture;

(d) An opinion of counsel to the effect that such uncancelled prior lien bonds, if any, which have been deposited with the Principal Trustee pursuant to this §*3.11* have been legally and validly pledged under this Indenture, that the instruments which have been or are

therewith delivered to the Principal Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the Principal Trustee to authenticate and deliver the bonds applied for, that the issue of bonds the authentication and delivery of which have been applied for, has been duly authorized by all governmental authorities, the consent of which is requisite to the legal issue of such bonds (specifying such authorities and the manner in which their consents are evidenced), or that no such consent is required, that the Company is duly authorized and entitled to issue such bonds in accordance with the provisions of this Indenture and the laws of the State of Kansas, and the applicable laws of any other jurisdiction, that the issue of the bonds, the authentication and delivery of which are requested in the resolution provided for in *subdivision (a)* of this Section, has been duly authorized by the Company, that upon the issue of such bonds, such bonds will be the valid and binding obligations of the Company, and that the amount of bonds then outstanding under this Indenture will not exceed the amount at the time permitted by law, and specifying the certificate or other evidence which will be sufficient to show compliance with the requirements, if any, of any mortgage recording tax law or other tax law applicable to the issuance of the bonds applied for, or stating that there are no such legal requirements;

(e) A net earnings certificate showing the net earnings of the Company to be as required by *§3.05,* but only if

(1) the Principal Trustee is requested to authenticate and deliver additional bonds bearing interest at a higher rate per annum than the prior lien bonds on the basis of which such additional bonds are to be authenticated and delivered, or

(2) additional bonds shall have been authenticated and delivered and a net earnings certificate shall have been filed with the Principal Trustee as a basis therefor, pursuant to any provision of this Article, between the date of the deposit, payment, or ascertain-

ment of invalidity, redemption, or the making of provision for the payment, retirement or redemption of the prior lien bonds on the basis whereof additional bonds are then applied for under this §*3.11* and the date such additional bonds are so applied for;

provided that no such net earnings certificate need be filed when the Principal Trustee is requested to authenticate and deliver additional bonds pursuant to the provisions of this §*3.11* on the basis of prior lien bonds which by their terms mature within two years from the date of such request;

(f) The officially authenticated certificates, or other documents, if any, specified in the opinion of counsel required to be filed pursuant to the provisions of *subdivision (d) (1)* of this §*3.11;* and

(g) A certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

Redeemed prior lien bonds shall be deemed to have been paid and cancelled within the meaning of this §*3.11.*

Whenever the mortgage or other instrument securing any prior lien bonds shall have been discharged of record, additional bonds for an aggregate principal amount equal to the total principal amount of prior lien bonds secured by such prior lien theretofore deducted in connection with applications for the authentication and delivery of bonds, or for the withdrawal of cash, or for the release of property, or taken as a credit under any of the provisions of this Indenture, less the sum of (1) the total principal amount of such prior lien bonds theretofore funded, and (2) the total principal amount of such prior lien bonds which the Company has agreed will not be funded, as provided in §*4.21,* shall thereafter be authenticated by the Principal Trustee and delivered to or upon the order of the Company, but only upon receipt by the Principal Trustee of:

(aa) Certificates of the Company, opinion of counsel, and documents, all in form as prescribed in *subdivisions (a), (c), (d), (e), (f)* and *(g)* of this §*3.11;*

(bb) A certificate of the Company stating:

(1) The total principal amount of prior lien bonds secured by such prior lien theretofore deducted in connection with applications (specifying the dates thereof) for the authentication and delivery of bonds, or for the withdrawal of cash, or for the release of property, or taken as a credit under any of the provisions of this Indenture; and

(2) The total principal amount of prior lien bonds secured by such prior lien theretofore funded; and

(cc) An opinion of counsel to the effect that such prior lien has been discharged of record.

ARTICLE 4

Particular Covenants of Company

The Company hereby covenants as follows:

§4.01. That (a) it hereby does and will forever warrant and defend the title to the mortgaged property described in the Granting Clauses hereof against the claims and demands of all persons whatsoever; that (b) it is lawfully seized and possessed of all the real property described in the Granting Clauses hereof; that (c) it will maintain and preserve the lien of this Indenture on the mortgaged property so long as any of the bonds issued hereunder are outstanding; that (d) it has good right and lawful authority to mortgage the mortgaged property, as provided in and by this Indenture; and that (e) the mortgaged property is free and clear of all liens, charges or encumbrances thereon or affecting the title thereto prior to the lien of this Indenture; excepting (as to each of the foregoing covenants *(a), (b), (c), (d)* and *(e))* permitted encumbrances, and the property specifically excepted from the lien hereof; and *provided* that nothing in this Indenture contained shall prevent the Company from hereafter acquiring any property subject to a prior lien, but only to the extent permitted by *§4.16*.

§4.02. That it will duly and punctually pay the principal of and interest on, and premium, if any, upon all the bonds at any time outstanding hereunder, according to the terms thereof. The interest on all coupon bonds shall, until maturity of such bonds, be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature, and, when paid, such coupons shall forthwith be cancelled. The interest on fully registered bonds without coupons shall be paid to or upon the order of the registered owners thereof. The principal of each bond shall be payable only upon presentation and surrender of the bond. The Company will not directly or indirectly extend or assent to the extension of the time for the payment of any coupon or claim for interest upon any of the bonds secured hereby and will not directly or indirectly become a party to any such extension or approve any arrangement therefor by purchasing or funding said coupons or claims or in any other manner. Neither any such coupon or claim so extended, nor any coupon or claim for interest belonging to any bond outstanding hereunder which in any way at or after maturity shall have been transferred or pledged, separate or apart from the bond to which it relates, shall be entitled in case of a default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of the bonds outstanding hereunder, and of all coupons and claims for interest not so transferred, pledged, kept alive or extended.

§4.03. That, if it shall appoint a paying agent other than the Principal Trustee, it will cause such paying agent to execute and deliver to the Principal Trustee an instrument in which it shall agree with the Principal Trustee, subject to the provisions of the last paragraph of this §*4.03,* (1) that such paying agent shall hold in trust for the benefit of the bondholders or the Principal Trustee all sums held by such paying agent for the payment of the principal of or interest (and premium, if any) on the bonds outstanding under this Indenture, whether received from the Company or any other obligor upon the bonds; and (2) that such paying agent shall give the Principal Trustee notice of any default by the Company or any other obligor upon the bonds in the making of any deposit with it for the payment of the principal of

or interest (and premium, if any) on the bonds, and of any default in the making of any such payment.

That, if it acts as its own paying agent, it will, on or before each due date of each instalment of principal of or interest on the bonds, set apart and segregate and hold in trust for the benefit of the holders of such bonds, or of the Principal Trustee, a sum sufficient to pay such principal (and premium, if any) or interest so becoming due on the bonds and will notify the Principal Trustee of such action or of any failure to take such action.

Anything in this §*4.03* to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining a release or satisfaction of this Indenture or for any other reason, pay or cause to be paid to the Principal Trustee all sums held in trust as required by this §*4.03*, such sums to be held by the Principal Trustee upon the trusts herein contained.

Anything in this Indenture to the contrary notwithstanding, the agreement to hold sums in trust as provided in this §*4.03* is subject to the provisions of the last paragraph of §*5.04*.

§4.04. That it will keep a financial office or agency in the City of Chicago, Illinois, where notices, presentations and demands to or upon the Company in respect of the bonds or their coupons or this Indenture may be given or made, and will keep at said office or agency books for the registration and transfer of bonds issued hereunder, which books, at all reasonable times, shall be open for inspection by the Trustees or either of them, and will also keep an office or agency in the City of Chicago, Illinois, for the payment of the principal of and interest on the bonds issued hereunder and an office or agency in the Borough of Manhattan, The City of New York for the payment of interest on said bonds upon presentation of the respective coupons therefor, but which office for such purpose need not be at the same location as the financial office or agency hereinbefore specified for the same city, and that it will keep a financial office or agency where notices, presentations and demands to or upon the Company in respect of the bonds or their coupons or this Indenture may be given or made at such other place or places,

if any, as shall be specified in any series of bonds outstanding hereunder as a place or places at which the principal of or the interest on such bonds is payable, and will likewise keep books for the registration and transfer of bonds issued hereunder at such other place or places, if any, as shall be specified in any series of bonds outstanding hereunder as a place or places at which said bonds are registerable, which books, at all reasonable times, shall be open for inspection by the Trustees or either of them. The Company will from time to time give the Trustees written notice of the location of each such office or agency, and in case the Company shall fail to maintain any such office or agency or to give the Trustees written notice of the location thereof, any such notice, presentation or demand in respect of the bonds or coupons or this Indenture may be given or made, unless other provision is expressly made herein, to or upon the Principal Trustee at its principal office in the City of Chicago, Illinois, and the Company hereby authorizes such presentation and demand to be made to and such notice to be served on the Principal Trustee in such event, and the principal of and interest on the bonds shall in such event be payable at said office of the Principal Trustee.

Subject to the provisions of the last paragraph of §*5.04*, any moneys which at any time shall be deposited by the Company or on its behalf with the Principal Trustee or any other depositary for the purpose of paying any of the bonds which shall have become due and payable, whether at maturity thereof or upon call for redemption or otherwise, or for the purpose of paying any coupons or claims for interest appertaining to any of the bonds, shall be and are hereby assigned, transferred and set over to the Principal Trustee or such depositary, to be held in a special account and in trust for the respective holders of the bonds or coupons or claims for interest for the purpose of paying which said moneys shall have been deposited. Interest, if any, accruing on such moneys during the period the same shall remain on deposit shall belong to the Company and shall be paid to it from time to time upon written request of its Treasurer or one of its Assistant Treasurers.

§4.05. That it will pay all taxes and assessments lawfully levied or assessed upon the mortgaged property, or

upon any part thereof or upon any income therefrom, or upon the interest of the Trustees in the mortgaged property, or upon the Company, before the same shall become delinquent, and will duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged property, and all covenants, terms and conditions upon or under which any of the mortgaged property is held; that it will not suffer any lien to be hereafter created upon any part of the mortgaged property now owned or hereafter acquired, or the income therefrom, prior to the lien of this Indenture, except permitted encumbrances and prepaid liens, and except (subject to the provisions of §*4.16*) prior liens; and within three (3) months after the accruing of any lawful claims or demands for labor, materials, supplies or other objects which if unpaid might by law be given precedence over or parity with the lien of this Indenture as a lien or charge upon any of the mortgaged property or the income thereof, it will pay or cause to be discharged or make adequate provision to satisfy or discharge the same and will not suffer any other matter or thing whereby the lien hereby created might be impaired; *provided, however,* that nothing in this §*4.05* contained shall require the Company to observe or conform to any requirement of governmental authority or to pay, or cause to be paid or discharged, or make provision for, any such tax, assessment, prior lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, unless thereby any of the mortgaged property will be lost or forfeited; and *provided further,* that nothing in this Indenture contained shall prevent the Company from subjecting to any prior lien hereby permitted any property acquired as betterments, extensions, improvements, repairs, renewals, replacements, substitutions or alterations to, upon, for and of property subject to such prior lien, but only to the extent that the after-acquired property or other provisions of such prior lien attach thereto.

The Company will duly and punctually perform all the conditions and obligations on it imposed by the terms of any lien that may hereafter be a prior lien on any of the mortgaged property to such extent as shall be necessary to keep the security afforded by this Indenture substantially

unimpaired, and will not permit any default under any prior lien to occur and continue for the period of grace, if any, specified therein, if thereby the security afforded by this Indenture be materially impaired or endangered.

§4.06. That it will keep all the insurable mortgaged property insured against fire and other risks to the extent usually insured against by companies owning and operating similar property, by reputable insurance companies or, at the Company's election, with respect to all or any part of the property, by means of an adequate insurance fund set aside and maintained by it out of its own earnings or in conjunction with other companies through an insurance fund, trust or other agreement (the adequacy of such insurance fund, trust or other agreement, to be evidenced by a certificate, to be filed with the Principal Trustee, of an actuary or other qualified person selected by the Company and satisfactory to the Principal Trustee), the loss, if any, except to the person or property of others, and except as to merchandise, materials and supplies, and except any loss less than $25,000, to be made payable to the Principal Trustee hereunder as interest may appear and to be paid to the Principal Trustee, to be held and applied as hereinafter provided (unless required by the terms of any prior lien to be paid to the trustee or other holder thereof). As soon as practicable after the execution of this Indenture, but not later than December 31, 1944, and thereafter if so requested in writing by the Principal Trustee, once in each year, and at any other time upon the written request of the Principal Trustee, the Company will furnish to the Principal Trustee a certificate of the Company stating in substance that the Company has complied with all the terms and conditions of this Section and with the terms and conditions of any and all insurance policies, containing a detailed statement of the insurance then in effect upon the property of the Company on a date therein specified (which date shall be within thirty (30) days of the filing of such certificate) and, except in respect of property insured by means of an insurance fund, trust or other agreement as permitted by this Section, showing the numbers of the policies of insurance in effect and the names of the issuing companies, the

amounts of such policies, and the property covered by such policies; and, in case any of the property shall at the time be insured by means of an insurance fund, trust or other agreement, as permitted by this Section, the Company shall, at the time of furnishing each such certificate of the Company, also furnish to the Principal Trustee a certificate, as described above, with respect to the adequacy of such insurance fund, trust or other agreement. The Principal Trustee shall, subject to the provisions of §*13.02* and §*13.03*, be entitled to accept any such certificate of the Company and, if required, any such other certificate above described, as satisfactory evidence of compliance by the Company with the provisions of this Section, and shall, subject to the provisions of §*13.02* and §*13.03*, be under no duty with respect to any such certificate of the Company or any such other certificate, except to exhibit the same to any bondholder upon request.

All moneys received by the Principal Trustee as proceeds of any insurance against loss or damage by fire shall be held by the Principal Trustee, as trustee, and shall be paid by it to the Company, at any time within two (2) years after the receipt thereof, to reimburse the Company for an equal amount spent in replacing or rebuilding or in renewal of the property destroyed or damaged, upon receipt by the Principal Trustee of a certified resolution requesting such reimbursement and a certificate of the Company setting out in reasonable detail the amount so expended, the nature of such replacing, renewal or rebuilding, and the fair value to the Company of such replacing, renewal or rebuilding, and an opinion of counsel to the effect that such new or rebuilt property is subject to the lien of this Indenture free from all other liens, charges or encumbrances prior to the lien of this Indenture, except prior liens to which the lost or damaged property shall have been subject, and permitted encumbrances.

Any such moneys may also be withdrawn, used, or applied in the manner, to the extent, and for the purposes and subject to the conditions provided in §*6.11*, *provided* that any such moneys not applied to the work of replacing, rebuilding or renewal as aforesaid within two (2) years after their receipt by the Principal Trustee, or in respect of which notice in

writing of intention to apply the same to the work of replacing, rebuilding or renewal then in progress and uncompleted shall not have been given to the Principal Trustee by the Company within such two (2) years, or which the Company shall at any time notify the Principal Trustee are not to be so applied, shall thereafter be withdrawn, used or applied only in the manner, to the extent and for the purposes and subject to the conditions provided in §*8.11*, and such moneys shall be deemed to have been deposited as trust moneys within the meaning of said §*8.11* at the expiration of such two-year period, or at such earlier time as the Company may notify the Principal Trustee that such moneys are not to be applied to the work of replacing, rebuilding or renewal, as the case may be.

§4.07. That it will, subject to the provisions of *Article 12* hereof and of this Section, at all times maintain its corporate existence and right to carry on business and that its business will be continuously carried on and conducted in an efficient manner; that it will in good faith use its best efforts to preserve, maintain and renew all the rights, privileges and franchises pertaining to the electric business to it granted and upon it conferred and it will at all times maintain, preserve and keep the mortgaged property with the appurtenances thereto and every part and parcel thereof, in thorough repair, working order and condition, and from time to time make all needful and proper repairs and renewals, so that its properties mortgaged or intended to be mortgaged hereunder shall at all times be maintained as an operating system or systems in good repair, working order and condition, and so that at all times the value of the security for the bonds issued hereunder and the efficiency of the plants and properties of the Company shall be fully preserved and maintained.

Nothing in this Section contained shall be held to prevent the Company from discontinuing the operation of any of its plants, works or properties, if, in the judgment of the Board of Directors of the Company, it is no longer advisable to operate the same, or if the Company intends to sell or dispose of the same and within a reasonable time shall endeavor to effectuate such sale or disposition; nor shall anything

in this Section contained be considered to prevent the Company from taking such action with respect to its plants, works and properties as is proper under the circumstances, including the cessation or omission to exercise rights, permits, licenses, privileges or franchises which, in the judgment of the Board of Directors of the Company, can no longer be profitably exercised or availed of.

§4.08. That, whenever necessary to avoid or fill a vacancy in the office of the Principal Trustee, the Company will, in the manner provided in §*13.18,* appoint a Principal Trustee so that there shall at all times be a Principal Trustee hereunder which shall at all times be a bank or trust company having an office and place of business in the City of Chicago, Illinois, if there be such a bank or trust company willing and able to accept the trust upon reasonable or customary terms, and which shall at all times be a corporation organized and doing business under the laws of the United States or of any State or Territory or of the District of Columbia, with a capital and surplus of at least $2,000,000, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority.

§4.09. That the Company will at all times keep or cause to be kept proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the plants, properties, business and affairs of the Company; and the Company covenants and agrees that it will at any and all times, upon the written request of the Principal Trustee, permit the Principal Trustee or its employees, agents, or auditors, for that purpose duly authorized, to inspect the books, accounts, papers, documents and memoranda of the Company, as well as its plants and properties, and to take from its books, accounts, papers, documents and memoranda such extracts as may be deemed expedient, and that the Company will bear all reasonable expenses of any such inspection, but the Principal Trustee shall, subject to the provisions of §*13.02* and §*13.03,* be under no duty to make any such inspection.

§4.10. That, so long as any of the bonds of the 3½% Series due 1969 shall remain outstanding (unless and except to the extent that a regulatory body having jurisdiction shall direct a lesser amount), the Company will, for each calendar year, beginning January 1, 1945 (hereinafter sometimes called the "accounting period"), pay to the Principal Trustee on or before the 1st day of May next succeeding the close of each accounting period, as a Maintenance and Replacement Fund, an amount in cash (hereinafter sometimes called the "Standard of Expenditure") not less than a sum equal to fifteen per centum (15%) of the gross electric and water operating revenues (as hereinafter defined) derived from the mortgaged property during the accounting period, *less,* however, to the extent that the Company desires to take the same, the following credits stated in the certificate of the Company hereinafter in this Section provided for:

(1) All amounts expended during the accounting period for repairs and maintenance of the mortgaged property;

(2) The cost of property additions (not theretofore funded) acquired, made or constructed during the accounting period (less one hundred sixty-six and two-thirds per centum (166⅔%) of the principal amount of any outstanding prior lien bonds which are secured by a lien on such property additions and have not theretofore been deducted in computing the amount of net property additions which have been funded) to renew or replace, or in renewal, replacement or substitution for, or in lieu of any of the mortgaged property retired or abandoned since the date of the execution of this Indenture up to the close of the accounting period, and not renewed or replaced prior to the beginning of the accounting period, and for this purpose any property additions made, acquired or constructed during the accounting period shall be deemed to be in renewal, replacement or substitution for or in lieu of such property so retired or abandoned and not so renewed or replaced to an amount equivalent to the property retirements resulting from the retirement or abandonment of such property (and for this purpose the certificate of the Company hereinafter required shall set

forth the amount of such property retirements and the cost of such property additions deemed to be in renewal, replacement, or substitution or in lieu of such property retirements).

The taking of a credit under this *subdivision (2)*, although the property additions forming the basis of such credit thereby become funded, shall not prevent or preclude the use of the amount of such credit as an offset or reduction of property retirements for the purpose of the computation of net property additions, such use being expressly granted hereby.

(3) The principal amount of all bonds hereby secured, and/or one hundred sixty-six and two-thirds per centum (166⅔%) of the principal amount of all prior lien bonds, retired or redeemed and cancelled and for which no bonds have been or will be issued, or other credit taken or cash withdrawn under any of the provisions of this Indenture;

(4) Any net property additions which, under the provisions of *Article 3* hereof, might otherwise be made the basis of the issue of bonds hereunder and which the Company elects to make the basis of a credit under this Section. In case credit under this Section is taken in whole or in part upon the basis of net property additions, the Company shall comply with all provisions of this Indenture which would be applicable if such net property additions were made the basis of an application for the authentication of bonds (except that credit on the basis of net property additions shall be to the extent of one hundred per centum (100%) thereof instead of sixty per centum (60%) as provided in §*3.04*). In any such case the Company shall file with the Principal Trustee appropriate documents evidencing compliance with all such applicable provisions, *provided, however,* that in no such case shall the Company be required to deliver to the Principal Trustee any resolution or documents such as are described in *subdivisions (1), (2)* and *(6)* of §*3.06* or any opinions with respect to the authorization of the issue of bonds by governmental authorities and by the Company and with respect to tax

laws applicable to the issue of bonds, or to comply with any earnings requirements.

On or before the first day of May next succeeding any accounting period, the Company shall file with the Principal Trustee a certificate of the Company, stating (a) the amount of the gross electric and water operating revenues of the mortgaged property during such accounting period; (b) the Standard of Expenditure during such accounting period; (c) to the extent that the Company desires to take the same, the credits provided for under *subdivisions (1), (2), (3)* and *(4)* of this Section separately stated; (d) the excess credit, if any, hereinafter in this §*4.10* defined, shown by the last preceding certificate of the Company filed hereunder and (e) the amount of the balance, if any, of the amount set forth under *(b)* remaining after deducting the credits set forth under *(c)* and *(d)*.

The Company shall at the time of delivery of such certificate of the Company pay to the Principal Trustee as additional security for the bonds issued and to be issued hereunder the amount of the balance, if any, shown under *(e)* of such certificate. The delivery by the Company to the Principal Trustee of outstanding bonds, either secured hereby or secured by a prior lien, in each case with their appurtenant unmatured coupons if such bonds be coupon bonds, shall be deemed equivalent under this Section to the payment of cash to an amount equal to the aggregate principal amount of bonds so delivered in the case of bonds outstanding hereunder and to an amount equal to one hundred sixty-six and two-thirds per centum (166⅔%) of the aggregate principal amount of outstanding prior lien bonds so delivered.

Any moneys constituting any part of the Maintenance and Replacement Fund, at the option and upon the request of the Company, expressed by a certified resolution, shall be applied by the Principal Trustee to the purchase or redemption of any bonds issued hereunder of such series as may be designated by the Company, such purchase to be in the manner and as provided in §*8.12* and such redemption to be in the manner and as provided in *Article 5* hereof. Any moneys constituting any part of the Maintenance and Re-

placement Fund may be withdrawn by the Company upon the delivery to the Principal Trustee of bonds outstanding hereunder or outstanding prior lien bonds, with their appurtenant unmatured coupons if such bonds be coupon bonds, in an amount equal to the aggregate principal amount of bonds outstanding hereunder, so delivered and one hundred sixty-six and two-thirds per centum (166⅔%) of the aggregate principal amount of outstanding prior lien bonds so delivered. All bonds issued hereunder, purchased or otherwise acquired by or delivered to the Principal Trustee for the Maintenance and Replacement Fund, shall forthwith be cancelled, and the Principal Trustee shall thereupon deliver such bonds to or upon the order of the Company. Any bonds so cancelled shall not thereafter be made the basis for the issue of bonds or the withdrawal of cash or the taking of a credit under any of the provisions of this Indenture.

Any moneys constituting any part of the Maintenance and Replacement Fund may be withdrawn from time to time by the Company to reimburse it for net property additions acquired or constructed by the Company, which under the provisions of §*3.02*, §*3.03*, §*3.04*, §*3.05* and §*3.06* might otherwise be made the basis of the issue of bonds hereunder, except that such monies shall be withdrawn to the extent of one hundred per centum (100%) thereof instead of sixty per centum (60%) as provided in §*3.04*, upon delivery to the Principal Trustee of the written request of the Company, expressed by a certified resolution, and such certificates, opinions, instruments and other documents as would be necessary to comply with all applicable provisions of this Indenture relating to the authentication and delivery of bonds (with such omissions and variations as may be appropriate by reason of the fact that the withdrawal of cash under this Section rather than the authentication and delivery of bonds is being applied for); *provided, however,* that in no such case shall the Company be required to comply with any earnings requirements; and *provided further,* that in no such case shall the Company be required to deliver to the Principal Trustee any such resolution or certificate as is described in *subdivisions (1), (2)* and *(6)* of §*3.06* hereof, or any opinions with respect to the authorization of the issue of bonds by governmental authorities or by the Com-

pany and with respect to tax laws applicable to the issue of such bonds; and *provided further,* that in the computation of such net property additions for the purpose of withdrawal of cash under this Section (and irrespective of the computation contained in the engineer's certificate hereinafter in this paragraph referred to) (1) there shall not be deducted property retirements as specified in *paragraph (A)* (1) of the definition of "net property additions" contained in §*1.05,* and (2) there shall not be added the amount provided to be added by *paragraph (B)* of said definition. Nevertheless, the engineer's certificate described in *subdivision (3)* of §*3.06,* shall include, for the purpose of determining the amount of unapplied balance of property additions referred to in *Clause (A)* of said *subdivision (3)* to be carried forward into any subsequent engineer's certificate, the statements called for by said *subdivision (3).*

If the total amount of credits specified in any certificate of the Company filed for such accounting period shall exceed the Standard of Expenditure during such accounting period, the excess, if any, shall be available as a credit in any subsequent certificate of the Company, or, at the option of the Company, if any property additions have previously been used as a credit to, or if any property additions have previously been used for the withdrawal of cash from, the Maintenance and Replacement Fund, such property additions, to the amount of such excess only, may thereafter be used, anything in this Indenture to the contrary notwithstanding, for any purpose for which the same might have been used hereunder, whereupon the amount of such excess available for any such use shall be decreased accordingly.

If at any time any regulatory authority having jurisdiction of the Company shall limit or reduce the amount which may be charged against operating revenues as a provision for reserves for renewals, replacements, depreciation, depletion or retirement of property, so that the amount thereof permitted by such regulatory authority in any accounting period covered by the certificate of the Company, plus the actual expenditures for repairs and maintenance in such period, shall in the aggregate be less than the Standard of Expenditure for such period, then the Standard of Expenditure for such period under the foregoing provisions

of this §*4.10* may, at the option of the Company, be reduced to the sum of (a) the allowed provision for reserves for renewals, replacements, depreciation, depletion or retirement of property, (b) the actual expenditures for repairs and maintenance in such period and (c) an amount equal to the estimated cost of making good the deficiency, if any, in adequate expenditures for repairs and maintenance in such period stated in an independent engineer's certificate, to be delivered to the Principal Trustee with the certificate of the Company for such period. Such independent engineer's certificate shall state, either that the Company, during the accounting period covered by the certificate of the Company which it accompanies, has spent for repairs and maintenance to the mortgaged property an amount adequate to maintain, preserve, and keep the mortgaged property in good repair, working order and condition to conduct the business of the Company, or shall state the estimated cost of making good any deficiency in such repairs and maintenance in such period.

The term "gross electric and water operating revenues" for the purposes of this Section and of §*4.11* is hereby defined as the amount received or accrued from the sale of electric service and water, after deducting an amount equal to the cost of electric current and water purchased for exchange or resale and rentals paid or incurred for electric generating, transmitting and/or distributing properties or water properties leased and adding thereto the amounts received or accrued as rentals or fixed charges for the use by others (or the use by the Company for the account of others) of generating, transmission and distribution facilities or water properties owned by the Company (with all interdepartmental items eliminated); *provided, however,* that there shall be excluded from such operating revenues any revenue derived from the sale of goods, wares and merchandise, equipment, materials or supplies acquired by the Company for the purpose of sale or resale or leasing to its customers in the ordinary course and conduct of its business; *and further provided,* that any such operating revenues which are in controversy as a result of any litigation, or which have been impounded in such litigation, shall be included in the gross operating revenues for the purpose of this

computation only after, and in the year in which, any such operating revenues in controversy or impounded are recovered or, at the option of the Company, after, and in the year in which, it shall have been finally determined that such operating revenues belong to the Company.

The Company further covenants that it will promptly classify as retired for the purpose of any computation of net property additions hereunder all mortgaged property other than water property that (a) has permanently ceased to be used or useful in the business of generating, transmitting, distributing or supplying electricity, or (b) has been abandoned.

§4.11. That, so long as any of the Bonds of the 3½% Series due 1969 shall be outstanding, the Company will not, on or after September 1, 1944, declare or pay any dividends on its common stock (other than dividends payable in shares of its common stock, and specifically excepting from this covenant the quarterly dividend on its common stock declared and appropriated out of earned surplus existing on July 31, 1944), or make any other distribution on any shares of its common stock, or purchase any shares of its common stock (other than with the proceeds of additional common stock financing), if, as a result thereof, the cumulative aggregate amount of such dividends, distributions and purchases exceeds the amount of the earned surplus of the Company (computed before deducting any amount in respect of such dividends, distributions and purchases) accumulated subsequent to August 31, 1944, determined in accordance with accepted accounting practice, and the Company warrants that it has not, since August 31, 1944, declared or paid any dividend nor made any distribution or purchase which would produce any such result; *provided, however*, that, for the purposes of this *§4.11*, in determining at any time or from time to time the amount of earned surplus arising subsequent to August 31, 1944;

(a) no deduction or addition need be made for any or all of the following direct charges or credits to earned surplus:

(1) Surplus adjustments applicable to a period or periods prior to September 1, 1944;

(2) Charges to earned surplus for the write-off

at any time of unamortized discount, premium and expense, applicable to the funded debt of the Company existing at August 31, 1944, or of any unamortized premiums, discount and expense, including double interest, paid in connection with the redemption of such funded debt;

(3) Charges to earned surplus for the write-off at any time of any of the unamortized discount, premium and expense existing at August 31, 1944 on issues of capital stock; or any premiums, discount and expense, or amounts equal to arrears in dividends, paid in connection with the retirement of preferred stock of the Company existing at August 31, 1944;

(4) Charges to earned surplus covering loss on sale, abandonment or write-down of property or investments owned on the date of the execution of this Indenture, whether or not subject to the lien of this Indenture;

(5) Charges to earned surplus for the write-down or write-off of the excess of the cost to the Company or its predecessors of properties over the original cost of such properties when first devoted to the public use;

(6) Charges to earned surplus with respect to transfers from surplus to capital; and

(b) there shall be included in operating expenses an aggregate amount for maintenance and repairs to and as provision for reserves for renewals and replacements or depreciation of the Company's electric and water properties equivalent to the sum of the amounts of the Standard of Expenditure (as said term is defined in §*4.10*) for each of the years and any fraction of an uncompleted year, from September 1, 1944 to the date of determination of the amount of such earned surplus.

Anything herein to the contrary notwithstanding, in the event that pursuant to the provisions of *Article 12* a successor corporation shall have succeeded to the rights and liabilities of the Company hereunder, the date of such succession shall, for the purpose of the performance of this

covenant thereafter, be substituted in lieu and in place of the dates August 31, 1944 and September 1, 1944 wherever said dates or either of them are used in this §*4.11,* and such successor corporation shall be deemed to have assumed said covenant modified as to dates as aforesaid.

§4.12. That it will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture, and to make subject to the lien hereof any property hereafter acquired and intended to be subject to the lien hereof, and to transfer to any new trustee or trustees or co-trustee or co-trustees the estate, powers, instruments or funds held in trust hereunder.

§4.13. That it will cause this Indenture, and each supplemental indenture or instrument purporting to create a lien upon mortgaged property to secure the bonds, to be promptly recorded and filed and re-recorded and re-filed in such manner and in such places as may be required by law in order fully to make effective and maintain the lien intended to be created thereby and to preserve and protect the security of the bondholders and all rights of the Trustees, and that it will furnish to the Principal Trustee:

(a) Promptly after the execution and delivery of this Indenture, and promptly after the execution and delivery hereafter of each indenture supplemental hereto, an opinion of counsel (who may be of counsel to the Company) either stating that in the opinion of such counsel this Indenture, or such supplemental indenture, as the case may be, has been properly recorded and filed so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective. It shall be a compliance with this *subsection (a)* if (1) the opinion of counsel herein required to be delivered to the Principal Trustee shall state that this Indenture or such supplemental indenture, as the case may be, has been received for record or filing in each jurisdiction in which it is required to be recorded or filed and that, in the opinion of counsel (if such is the case), such receipt for record or filing makes effective the lien intended to be created by this Inden-

ture or such supplemental indenture, as the case may be, and (2) such opinion is delivered to the Principal Trustee within such time, following the date of the execution and delivery of this Indenture or such supplemental indenture, as the case may be, as shall be practicable having due regard to the number and distance of the jurisdictions in which this Indenture or such supplemental indenture, as the case may be, is required to be recorded or filed; and

(b) On or before February 1, 1945, and on or before each February 1 thereafter, an opinion of counsel (who may be of counsel to the Company), either stating that in the opinion of such counsel such action has been taken with respect to the recording, filing, re-recording, and re-filing of this Indenture and any indentures supplemental hereto as is necessary to maintain the lien of this Indenture, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such lien.

§4.14. That it will not issue, or permit to be issued, any bonds hereunder in any manner other than in accordance with the provisions of this Indenture and the agreements in that behalf herein contained, and will not suffer or permit any default to occur under this Indenture or any indenture supplemental hereto, but will faithfully observe and perform all the conditions, covenants and requirements of this Indenture and of any indenture supplemental hereto and of the bonds issued hereunder.

§4.15. That if the Company shall fail to perform any of the covenants contained in *§4.05, §4.06, §4.07, §4.09 or §4.13,* the Principal Trustee may make advances in order to perform the same in its behalf, but shall, subject to the provisions of *§13.02* and *§13.03,* be under no obligation to do so unless requested to do so by the holders of not less than a majority in aggregate principal amount of the bonds then outstanding hereunder and furnished with funds adequate for the purpose and also to pay any expense incurred in connection with such performance; and all sums so advanced shall be at once repayable by the Company as provided in *§13.10.*

§4.16. That it will not acquire, by purchase or otherwise, any property (other than property of the character excepted

from the lien of this Indenture by the last paragraph of the Granting Clauses hereof) subject to a prior lien or prior liens

(A) if at the time of the acquisition by the Company of any such property, the principal amount of outstanding indebtedness secured by such prior lien or prior liens shall exceed sixty per centum (60%) of the sum of (1) an amount equal to the then fair value of the property subject to such prior lien or prior liens plus (2) an amount equal to one hundred sixty-six and two-thirds per centum (166⅔%) of the aggregate principal amount of all bonds to the authentication and delivery of which the Company would, at the time of such acquisition, be entitled under the provisions of this Indenture upon the basis of property additions by virtue of compliance with all applicable provisions of this Indenture (except as otherwise in this Section set forth) relating to such authentication and delivery, *provided, however,* that if any such indebtedness so secured by prior lien shall exceed sixty per centum (60%) of the then fair value of the property subject to such prior lien or prior liens, then the acquisition thereof shall, to the extent of an aggregate principal amount of bonds equal to such excess of prior lien, operate as a waiver by the Company of the right to the authentication and delivery of such aggregate principal amount of bonds, and to such extent no such bonds may thereafter be authenticated and delivered hereunder; and

(B) unless the net earnings of the Company, determined in the manner provided in *§1.06,* but including therein the net earnings or net losses of the property so to be acquired, shall, for some period of twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the 1st day of the month in which such property is to be acquired, have been in the aggregate equal to at least two (2) times the annual interest requirements of the Company as specified in *subdivision (B)* of *§1.06* plus the annual interest requirements on all indebtedness secured by such prior lien or prior liens, after deducting, however,

from such latter requirements, the annual interest requirements on all such indebtedness, if any, held by the Company immediately prior to such acquisition.

In case the Company shall propose to acquire any property subject to a prior lien, as permitted by this Section, it will prior to, or simultaneously with, the acquisition of any such property file with the Principal Trustee:

(1) An engineer's certificate made and dated not more than sixty (60) days prior to the date as of which such property is to be acquired,

(a) stating that the Company proposes to acquire certain property subject to a prior lien or prior liens,

(b) describing in reasonable detail the property so to be acquired,

(c) specifying the nature and extent of all prior liens, and the principal amount of all indebtedness secured thereby, existing upon any of the property so to be acquired, and

(d) stating that the fair value to the Company of such property, as of the proposed date of acquisition thereof, will be equal to or more than an amount stated in such certificate; in determining such fair value, it shall be proper in the case of any electric utility system included in such property to include as an element of the value thereof an amount deemed proper by the signers for any rights and intangible property (except going concern value or good will) simultaneously acquired with such electric utility system for which no separate or distinct consideration shall have been paid or apportioned.

(2) A net earnings certificate, with such appropriate modifications or additions thereto as may be necessary to show compliance with the provisions of *subdivision (B)* of this Section.

(3) An opinion of counsel to the effect that the nature and extent of the prior lien or prior liens on the property so to be acquired are correctly stated in said engineer's certificate, and that upon the acquisition thereof

by the Company all such property of the character intended to be subjected to the lien hereof will be subject to the lien of this Indenture, free from all liens and encumbrances except the prior lien or prior liens specified in said engineer's certificate and except prepaid liens and permitted encumbrances.

(4) A certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

In case, in connection with any such acquisition of property subject to a prior lien, the indebtedness secured by prior lien shall exceed sixty per centum (60%) of the then fair value of the property subject thereto and the Company's right to make such acquisition shall, accordingly, be based in part on the waiver as aforesaid of the right to the authentication and delivery of bonds hereunder, the Company shall evidence such waiver by a certified resolution, and shall comply with all applicable provisions of this Indenture relating to such authentication and delivery (except as hereinafter in this Section provided, and with such omissions and variations as may be appropriate in the light of the fact that a waiver of the right to the authentication and delivery of bonds is required); *provided, however,* that in no such case shall the Company be required to deliver to the Principal Trustee the resolution and certificate such as are described in *subdivisions (1)* and *(6)* of *§3.06* (but in lieu of the certificate described in said *subdivision (6)* of said *§3.06* the Company shall deliver the certificate described in *subdivision (2)* of this Section) or such parts of the opinion described in *subdivision (7)* of *§3.06* as relate to the authorization of the issue of bonds by governmental authorities and by the Company and as relate to tax laws applicable to the issue of bonds, or to comply with any earnings requirements except as set forth in *subdivision (2)* of this Section.

Anything herein contained to the contrary notwithstanding, the right of the Company to acquire electric equipment from the manufacturers thereof or from others subject to any chattel mortgage, conditional sales agreement or equipment trust agreement shall not be in any respect limited or restricted by the provisions of this Section, and such provisions shall have no application to any such acquisition.

§4.17. That, if a default as defined in §*9.01* shall occur and be continuing, it will not sell, pledge or otherwise dispose of any bonds issued hereunder then held by it or on its behalf.

§4.18. The term "restricted property", as used in this §*4.18*, shall at any time mean (1) property additions theretofore or then being funded and not theretofore released from the lien hereof, which were at the time of funding thereof and continue to be subject to a prior lien, (2) prior lien bonds theretofore or then being funded, *provided* that the prior lien securing such bonds shall not have been cancelled.

The Company covenants and agrees that it will not apply for or obtain the authentication and delivery of any additional bonds, or the withdrawal of any cash, or the release of any property under any provision of this Indenture if as a result of such authentication and delivery of bonds, or withdrawal of cash, or release of property, as shall be stated in an engineer's certificate accompanying the application, the aggregate of:

(A) The principal amount of all additional bonds theretofore authenticated and delivered and then outstanding (including any bonds then to be authenticated and delivered) upon the basis of property additions, or prior lien bonds, which then constitute restricted property;

(B) The principal amount of all prior lien bonds outstanding; and

(C) The total amount of all cash which has been deposited with the Principal Trustee under any provision of this Indenture (other than cash representing the proceeds of insurance on property additions subject to prior lien) and subsequently withdrawn (including any such cash then to be withdrawn) upon the basis of property additions, or prior lien bonds, which then constitute restricted property;

would exceed ten per centum (10%) of the sum of the aggregate principal amount of all bonds then outstanding, in-

cluding the bonds then to be authenticated and delivered and the aggregate principal amount of all prior lien bonds then outstanding.

§4.19. The Company covenants and agrees that it will pay or cause to be paid when due and payable the principal of, or will acquire and pledge hereunder, all outstanding prior lien bonds not at the time deposited hereunder; that until paid or discharged at maturity or otherwise, it will pay or cause to be paid the interest thereon at the time and at the place or places therein, or in the coupons attached thereto, set forth; and that it will prevent any default or other thing from happening whereby the right might arise to enforce by foreclosure or otherwise the prior lien securing the same.

§4.20. The Company covenants that if at any time hereafter it shall acquire property subject to a prior lien it will not permit the principal amount of any indebtedness secured by any such prior lien to be increased at any time thereafter, unless the evidences of such increased indebtedness are forthwith deposited with the Principal Trustee, to be held subject to the provisions of *Article 7* (except in accordance with any applicable provisions with respect to substituting new instruments evidencing any such indebtedness in place of other such instruments which may have become mutilated, lost, stolen or destroyed).

§4.21. A. The Company covenants and agrees that it will forthwith pledge and deposit with the Principal Trustee, uncancelled, all prior lien bonds which may hereafter be acquired uncancelled by the Company, whether or not such prior lien bonds have theretofore become due and payable, unless the Company shall, by the terms of a prior lien, be required to cancel such prior lien bonds or deliver or pledge them to or with the trustee or other holder of any prior lien. All such prior lien bonds deposited with the Principal Trustee shall be received and held by the Principal Trustee, as further security for the bonds issued hereunder, in the manner provided in *Article 7; provided, however,* that any such prior lien bonds so deposited and pledged

with the Principal Trustee may, if not theretofore funded, be made the basis, then or from time to time thereafter, for the authentication and delivery of bonds, the withdrawal of cash, the release of property, or a credit to the extent, in the manner and subject to the conditions in this Indenture provided.

B. The Company covenants and agrees that, upon the satisfaction of any prior lien, all prior lien bonds secured by other prior liens, which are then held by the trustee or other holder of such satisfied prior lien, shall be delivered to the Principal Trustee to be held subject to the provisions of *Article 7,* or, if so required by the terms of any other prior lien or liens, to the trustee or other holder of the mortgage or other lien or liens, securing such prior lien bonds or securing other prior lien bonds, to be cancelled or to be held in pledge or for the purpose of any sinking fund or analogous fund for the retirement of bonds for which provision may have been made in the instrument evidencing such mortgage or other lien; and that the Company will not obtain or apply for the authentication and delivery of any bonds under the provisions of *§3.11,* or the withdrawal of cash, the release of property, or a credit under any provision of this Indenture, upon the basis of any prior lien bonds deposited with the Principal Trustee pursuant to the provisions of this *subdivision B.*

C. The Company further covenants and agrees that all prior lien bonds, proceeds of property, considerations for property taken by the exercise of the power of eminent domain or purchased by a municipality in the exercise of any right, considerations for property released, proceeds of insurance, and moneys, in lieu of which, in each case, the Principal Trustee shall have received a certificate that the same have been deposited with the trustee or other holder of a prior lien in pursuance of any provision of this Indenture, and which in each case are held by the trustee or other holder of a prior lien, at the time of the satisfaction of such prior lien, shall thereupon be paid or delivered to the Principal Trustee (to be held subject to the provisions of this Indenture as though originally received by the Principal Trustee) or to the trustee or other holder of a prior

lien if required by the terms of such prior lien; and that the Company will not obtain any withdrawal of any such prior lien bonds or any such cash or any such proceeds or considerations from any such trustee or holder on the basis of any prior lien bonds deposited with the Principal Trustee pursuant to any provisions of this Indenture and theretofore funded, except for the purpose of depositing such prior lien bonds, cash, or proceeds or considerations so withdrawn with the Principal Trustee hereunder; and that the Company will not apply for or obtain the authentication and delivery of any bonds under the provisions of *§3.11* or the withdrawal of cash or the release of property or take a credit under any provisions of this Indenture on the basis of any prior lien bonds used to withdraw any such cash, prior lien bonds, or proceeds or considerations from any such trustee or holder which are not deposited with the Principal Trustee hereunder.

D. The Company further covenants and agrees that it will not apply for or obtain the release of any cash received or held by a trustee or other holder under any prior lien except upon compliance with the terms of *§8.11,* unless such cash shall thereupon be deposited with the Principal Trustee to be held and applied by it as though such cash had originally been deposited with the Principal Trustee.

§4.22. That, on or before November 30, 1945, and on or before November 30 in each calendar year thereafter, or on or before such other day in each calendar year as the Company and the Principal Trustee may from time to time agree upon, it will deliver to the Principal Trustee a certificate of the Company complying with the provisions of *subdivision (i)* of *§1.03* in respect of compliance or noncompliance by the Company with the covenants contained in *§4.02, §4.03, §4.05, §4.06* and *§4.07.*

§4.23. (a) For the purpose of this Section, the first day of March and September, 1945, and the first day of each March and September in each year thereafter to and including March 1, 1969 are called Sinking Fund Payment Dates. If any of said days is a Sunday or legal holiday, then the next succeeding business day shall be deemed to be a Sinking Fund Payment Date.

(b) The Company covenants and agrees that it will on March 1, 1945 create, and so long as any of the bonds of the 3½% Series due 1969 are outstanding, maintain a Sinking Fund, and that it will pay to the Principal Trustee on (or before, as hereinafter provided) each Sinking Fund Payment Date, so long as any bonds of the 3½% Series due 1969 are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire, at prices not exceeding the current redemption price as in *subdivision (c)* of this §*4.23* specified, $53,000 aggregate principal amount of bonds of the 3½% Series due 1969. The Company further covenants and agrees that in case any bonds of the 3½% Series due 1969, other than bonds issued pursuant to the provisions of §*2.11,* are authenticated and delivered hereunder in addition to the initial issue in the aggregate principal amount of $10,600,000 provided for in §*3.01,* it will thereafter on or before each Sinking Fund Payment Date, so long as any bonds of the 3½% Series due 1969 are outstanding, pay to the Principal Trustee, for the account of such Sinking Fund, in addition to the cash to be then paid as above provided, such an amount of cash as will be sufficient to retire, at prices not exceeding the current redemption price in *subdivision (c)* of this §*4.23* provided, one-half of one per cent of the aggregate principal amount of such additional bonds theretofore authenticated and delivered hereunder. The Company may satisfy all or any part of its obligations as aforesaid by the surrender to the Principal Trustee, on any Sinking Fund Payment Date, of bonds of the 3½% Series due 1969 then outstanding accompanied by all unmatured coupons appertaining thereto; and the Company may utilize for such purpose bonds of the 3½% Series due 1969 which it may have purchased or otherwise acquired at any time after the authentication and delivery thereof.

All cash paid by the Company to the Principal Trustee pursuant to the provisions of this Section shall be applied to the retirement of bonds of the 3½% Series due 1969, as provided in *subdivision (e)* of this Section.

(c) The current redemption price applicable to bonds to be purchased or redeemed under the provisions of this

§*4.23* in any twelve months' period beginning September 1 shall be the percentage of the principal amount thereof set forth in respect of such twelve months' period in the following table, together in each case with accrued interest to the date fixed for redemption:

Beginning September 1	*Percentage*	*Beginning September 1*	*Percentage*
1944	107.0%	1957	104.0%
1945	106.8%	1958	103.8%
1946	106.6%	1959	103.5%
1947	106.4%	1960	103.2%
1948	106.2%	1961	102.9%
1949	106.0%	1962	102.5%
1950	105.8%	1963	102.2%
1951	105.5%	1964	101.9%
1952	105.3%	1965	101.5%
1953	105.1%	1966	101.2%
1954	104.8%	1967	100.8%
1955	104.6%	1968	100.0%
1956	104.3%		

(d) Sixty (60) days prior to each Sinking Fund Payment Date, the Company will deliver a statement to the Principal Trustee stating the aggregate principal amount and serial numbers of bonds the Company intends to surrender on the next succeeding Sinking Fund Payment Date in satisfaction of its Sinking Fund obligation pursuant to this Section and deducting from the principal amount of bonds required to be retired, the aggregate principal amount of bonds which the Company states will be surrendered on the next succeeding Sinking Fund Payment Date. Such statement is in this §*4.23* referred to as "the statement", and the balance resulting from such deduction in said statement is hereinafter in this Section referred to as the amount, or the principal amount, "set forth in the statement".

(e) It shall be the duty of the Principal Trustee to apply the cash paid to it under this Section for the account of the Sinking Fund to the purchase or redemption of bonds of the 3½% Series due 1969, at prices not exceeding such current redemption price, in a principal amount equal to the amount set forth in the statement.

Prior to each Sinking Fund Payment Date, the Company may give notice to all holders of bonds of the 3½% Series due 1969 by publication three (3) times in one week in an authorized newspaper in the City of Chicago, Illinois, and in an authorized newspaper in the Borough of Manhattan, The City of New York (the first publication in each case to be not more than fifty-five (55) days and not less than fifty (50) days before such Sinking Fund Payment Date) of the intention of the Principal Trustee to apply such cash to be paid it to the purchase of a principal amount of bonds of the 3½% Series due 1969 specified in such notice, and inviting proposals to be made to the Principal Trustee for the sale of bonds of the 3½% Series due 1969 in the principal amount set forth in the statement at prices not to exceed such current redemption price. Proof of such publication shall be filed by the Company with the Principal Trustee. Such notice shall state the aggregate principal amount of bonds of the 3½% Series due 1969 to be purchased at prices not exceeding such current redemption price, and that proposals shall be deemed to be made for all or any part of the bonds offered, whether so expressed or not, shall state the last date upon which such written proposals shall be received by the Principal Trustee (which such last date shall be not less than forty (40) days prior to such Sinking Fund Payment Date), and shall state when bonds accepted for purchase by the Principal Trustee shall be delivered to the Principal Trustee against payment therefor.

From the bonds offered in response to such notice, the Principal Trustee shall, as agent for the Company, accept such bonds as are offered at the price or prices deemed by it most favorable to the Company, not exceeding such current redemption price, up to an amount not exceeding the aggregate principal amount of bonds required to be retired (less bonds to be surrendered as aforesaid on account of such Sinking Fund obligation). The Principal Trustee shall notify the Company of the principal amount of all bonds so accepted for purchase and the respective prices to be fixed therefor including accrued interest, and the Company will promptly pay all such amounts to the Principal Trustee.

If forty (40) days before the next Sinking Fund Payment Date, there shall not have been offered in response to such notice and accepted, at prices not exceeding such current redemption price, bonds of the 3½% Series due 1969 equal in principal amount to the amount set forth in the statement, then in such event bonds of the 3½% Series due 1969 equal to the sum by which the amount set forth in the statement exceeds the total amount of bonds so accepted shall be drawn by the Principal Trustee by lot in the manner described in §*5.03,* and it shall forthwith give the Company notice to that effect specifying the numbers of the bonds so to be redeemed.

The Company, upon receipt of such notice from the Principal Trustee, shall forthwith give notice of intention to redeem such bonds of the 3½% Series due 1969 by publication in an authorized newspaper in the City of Chicago, Illinois, and in an authorized newspaper in the Borough of Manhattan, The City of New York, once a week for four (4) successive weeks, the first publication in each case to be made not less than thirty (30) and not more than thirty-five (35) days prior to the next succeeding Sinking Fund Payment Date. Such notice shall state the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), the place of redemption (which shall be the main office of the Principal Trustee in the City of Chicago, Illinois), the current redemption price and the numbers of the bonds to be redeemed (or in the case of partial redemption of a fully registered bond, the portion thereof to be redeemed) and that on the date fixed for redemption interest on such bonds shall cease. A copy of such notice shall also be mailed by the Company, first class, post prepaid, at least thirty (30) days before such Sinking Fund Payment Date to the registered owners of the registered bonds of the 3½% Series due 1969 which are to be redeemed in whole or in part (whether fully registered or registered as to principal only) at their last addresses appearing on the bond register, but failure to mail any such notice or any defect in such mailing shall not affect the validity of the proceedings for any such redemption. Proof in form satisfactory to the Principal Trustee, of the publication and mailing of such notice as hereinabove pro-

vided, shall be furnished to the Principal Trustee by the Company on or before such Sinking Fund Payment Date.

(f) Any cash balance at any time in the Sinking Fund amounting to less than the sum of $10,000 shall not be applied by the Principal Trustee to the purchase or redemption of bonds of the 3½% Series due 1969, unless the Company shall in writing so request, but shall be added to any succeeding Sinking Fund cash payment or payments, and be applied to such purchase or redemption along with such succeeding payment or payments.

(g) In case the Company shall fail to give notice of call for redemption as in this §*4.23* provided, the Principal Trustee may, if given sufficient time, at the expense of the Company, give such notice with the same effect as if such notice had been given by the Company as hereinbefore required.

(h) All bonds purchased, redeemed or retired under the provisions of this §*4.23* and the appurtenant coupons shall forthwith be cancelled, and the Principal Trustee shall note on its records the fact of such cancellation and shall deliver the bonds so cancelled to or upon the order of the Company.

Bonds so purchased, redeemed or retired shall not thereafter, so long as any bonds of the 3½% Series due 1969 are outstanding, be made the basis for the issue of bonds, or the withdrawal of cash, or the taking of a credit under any of the provisions of this Indenture.

ARTICLE 5

Redemption of Bonds

§5.01. The bonds of the 3½% Series due 1969 shall be redeemable at any time prior to maturity, upon at least thirty (30) and not more than sixty (60) days' prior notice, in whole, or in part by lot, at the option of the Company (exercised by resolution of the Board, a certified copy of which shall be delivered to the Principal Trustee), at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning September 1

in each of the following years, together in each case with accrued interest to the date fixed for redemption (hereinafter called the redemption price):

Beginning September 1	*Percentage*	*Beginning September 1*	*Percentage*
1944	110.42%	1957	105.6%
1945	110.4%	1958	105.2%
1946	110.1%	1959	104.8%
1947	109.8%	1960	104.4%
1948	109.4%	1961	103.9%
1949	109.1%	1962	103.5%
1950	108.8%	1963	103.1%
1951	108.4%	1964	102.4%
1952	108.1%	1965	101.9%
1953	107.7%	1966	101.5%
1954	106.7%	1967	101.0%
1955	106.3%	1968	100.0%
1956	106.0%		

§5.02. Such of the bonds of any other series issued hereunder as are, by their terms, redeemable before maturity, may, at the option of the Company (exercised by resolution of the Board, a certified copy of which shall be delivered to the Principal Trustee), be redeemed at such times, in such amounts and at such prices (herein referred to as the redemption price) as may be specified therein and in accordance with the provisions hereinafter set forth in this Article.

§5.03. If the Company shall elect or be required to effect such redemption, it shall give notice thereof in accordance with this Section. If all bonds outstanding, of all series of which any bonds are to be redeemed, shall be fully registered bonds without coupons or coupon bonds registered as to principal, notice of redemption shall be sufficiently given if mailed, postage prepaid, by registered mail, at least thirty (30) days prior to the date on which such redemption is to be made, to all registered owners of bonds to be redeemed, at their addresses as the same shall appear on the bond registry of the Company; otherwise notice of redemption shall be given by publication thereof once in each of any four (4) successive calendar weeks prior to the date on which such redemption is to be made, in at least one authorized newspaper in the City of Chicago,

Illinois and one authorized newspaper in the Borough of Manhattan, The City of New York (in each instance upon any day of the week and in any such newspaper, but the publication in the first calendar week to be made not less than thirty (30) and not more than sixty (60) days prior to such redemption date). If notice by publication shall be required, notice shall also be mailed as aforesaid to each registered owner of bonds to be redeemed, but in such case neither failure so to mail such notice to any such registered owner or owners nor any imperfection or defect in such notice shall affect the validity of the proceedings for redemption. Each notice of redemption shall state such election on the part of the Company or such requirement and shall specify, in case less than all of the bonds of a series are to be redeemed, the distinctive numbers of the bonds to be redeemed, and shall also state that the interest on the bonds in such notice designated for redemption shall cease to accrue on such redemption date and that on said date there will become due and payable upon each of said bonds the redemption price therein specified, at the office of the Principal Trustee.

Any election of the Company to redeem bonds may be rescinded by the Company at any time prior to the first publication or the mailing of the notice of redemption.

In case the Company shall have elected to redeem less than all the outstanding bonds of any series, it shall, in each such instance, at least ten (10) days before the date upon which the first publication or the mailing of notice of redemption is required to be made, notify the Principal Trustee in writing of such election and of the aggregate principal amount of bonds of such series to be redeemed.

The selection of bonds to be redeemed shall, in case less than all of the outstanding bonds of any series are to be redeemed, be made by the Principal Trustee either (a) in accordance with the provisions of any agreement, satisfactory to the Principal Trustee, duly executed by the registered owners of all of the bonds of such series if at the time of selection all of the outstanding bonds of such series shall be either fully registered bonds without coupons or coupon bonds registered as to principal and shall all be registered in the names of one or more parties to said agreement and an

executed counterpart of said agreement shall have been filed with the Principal Trustee at or prior to the time of selection, or (b) if the provisions of the preceding *Clause (a)* shall not be applicable, by drawing the bonds to be redeemed by lot, from the bonds of such series theretofore authenticated and delivered hereunder and not previously cancelled by the Principal Trustee or called for redemption, in any manner deemed by the Principal Trustee to be fair and proper. The Principal Trustee shall promptly notify the Company in writing of the distinctive numbers of the bonds so selected for redemption.

If any distinctive numbers so drawn shall be the numbers of coupon bonds reserved in respect of the issuance of outstanding fully registered bonds without coupons, the notice of redemption hereinabove mentioned shall specify the distinctive numbers of such registered bonds as well as the numbers of the coupon bonds so drawn. In case any fully registered bond without coupons shall be redeemed in part only, said notice shall specify the principal amount thereof to be redeemed and shall state that, upon the presentation of such fully registered bond for partial redemption, a new bond or bonds of the same series of an aggregate principal amount equal to the unredeemed portion of such fully registered bond will be issued in lieu thereof; and in such case the Company shall execute and the Principal Trustee shall authenticate and deliver to or upon the written order of the registered owner of any such fully registered bond, at the expense of the Company, a bond or bonds of the same series, and in either coupon or fully registered form (but only in authorized denominations) for the principal amount of the unredeemed portion of such fully registered bond, or, at the option of the registered owner of such fully registered bond, the Principal Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption and of the distinctive number or numbers of the coupon bonds (if any) reserved in respect of such portion, and the reservation of such number or numbers shall be cancelled.

Notice having been given as aforesaid, the bonds (or the specified portion of fully registered bonds without cou-

pons) so to be redeemed shall on the date designated in such notice become due and payable at the redemption price so specified (including interest accrued to the date fixed for redemption); and from and after the date so designated for redemption (unless the Company shall make default in the deposit with the Principal Trustee of moneys sufficient to redeem such bonds) interest on the bonds so designated for redemption (or in the case of partial redemption of a fully registered bond without coupons, on the portion thereof to be redeemed) shall cease to accrue, and the coupons for interest maturing subsequent to such date shall be void, and upon surrender at the office of the Principal Trustee, in accordance with said notice, of any bond specified therein, together with all coupons thereto appertaining maturing after the date fixed for redemption, such bond (or the portion thereof to be redeemed) shall be paid by the Company at the redemption price aforesaid, including accrued interest to the date fixed for redemption. In the case of a coupon bond, the interest due on the date of redemption (if it be an interest date) and the interest which shall have matured prior to the redemption date shall continue to be payable (but without interest thereon, unless the Company shall make default in the payment thereof upon demand) to the respective bearers of the coupons therefor, upon the presentation and surrender thereof. If, due to the default of the Company, the said bonds are not so paid upon surrender thereof, said bonds shall continue to bear interest at the rate therein specified until paid.

The Company shall deposit in trust with the Principal Trustee, prior to the date designated for redemption, an amount of money sufficient to pay the redemption price of all the bonds which the Company has elected to redeem on such date, including accrued interest, and premium, if any.

§5.04. If and so soon as the Company shall have duly elected to redeem any bonds pursuant to the provisions of §*4.23* or §*5.03,* and shall have delivered to the Principal Trustee

(1) proof satisfactory to the Principal Trustee that notice of redemption thereof has been duly published

and/or mailed pursuant to the provisions of §*4.23* or §*5.03* or pursuant to the provisions of any sinking, amortization, improvement or other analogous fund, if any, which may hereafter be created as in §*2.02* provided, or

(2) a written instrument executed by the Company under its corporate seal and expressed to be irrevocable, authorizing the Principal Trustee to give such notice on behalf of the Company;

and shall have deposited with the Principal Trustee an amount of money sufficient to pay the redemption price of such bonds, and shall have made proper provision for the payment of all interest on any such bonds payable on or before the date designated for redemption thereof which is not included in the redemption price thereof; then and in every such case

(a) the money held by the Principal Trustee for the redemption of such bonds shall, without further act, be deemed forthwith to be reserved for the benefit of the holders of such bonds, and

(b) upon and after the date fixed for redemption (notice of such redemption having been given as hereinbefore provided and such deposit having been made as aforesaid), or upon and after such deposit with the Principal Trustee together with irrevocable instructions to the Principal Trustee to give notice, at the earliest practicable date, of such redemption, and to state in such notice that moneys to effect such redemption have been deposited with the Principal Trustee and are immediately available to the holders or registered owners of such bonds upon presentation and surrender thereof,

all such bonds (or in case of partial redemption of a fully registered bond without coupons, the portion thereof to be redeemed) shall be excluded from participation in the lien and security afforded by this Indenture, and as between the Company and the holder thereof all such bonds or portions thereof shall, upon and after the date upon which such notice

is first published, be deemed to have been paid. Money held in trust by the Principal Trustee for the redemption of any bonds shall not be deemed to be a part of the trust estate.

The sum so reserved in the hands of the Principal Trustee shall constitute a trust fund for the holders of said bonds, *provided, however,* that no interest shall accrue thereon in their favor and that any moneys so deposited, whether in respect of principal, premium or accrued interest, which shall remain unclaimed by the holders of bonds and coupons for six years after the specified redemption date, shall be paid by the Principal Trustee to the Company and such holders of bonds and coupons shall thereafter be entitled to look only to the Company for payment thereof; *provided further, however,* that the Principal Trustee, before being required to make any such payment to the Company, may, at the expense of the Company, cause notice that said moneys remain unclaimed as aforesaid, and that after a date named therein any unclaimed balance thereof will be returned to the Company, to be published once a week for four (4) successive weeks in an authorized newspaper in the City of Chicago, Illinois.

§5.05. All bonds redeemed pursuant to *§5.03* and the appurtenant coupons shall be cancelled by the Principal Trustee, and shall thereafter be cremated if in coupon form or delivered to the Company if in fully registered form, upon the written order of any officer of the Company. All interest coupons maturing subsequent to the date so designated for redemption appurtenant to bonds so redeemed shall be null and void.

§5.06. The holder of each and every bond of the 3½% Series due 1969 issued hereunder hereby agrees to accept payment thereof prior to maturity on the terms and conditions in this *Article 5* and in *§4.23* provided.

ARTICLE 6

Bondholders' Lists and Reports by the Company and the Trustees

§6.01. The Company covenants and agrees that it will furnish or cause to be furnished to the Principal Trustee on or before April 15 and October 15 in each year, beginning with April 15, 1945, and at such other times as the Principal Trustee may request in writing, within thirty (30) days after the receipt by the Company of such request, a list in such form as the Principal Trustee may reasonably require containing all the information in the possession or control of the Company or of any of its paying agents (other than the Principal Trustee), as to the names and addresses of the holders of bonds obtained since the date as of which the next previous list, if any, was furnished. Any such list may be dated as of a date not more than thirty (30) days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date.

§6.02. (a) The Principal Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of bonds outstanding under this Indenture (1) contained in the most recent list furnished to it as provided in *§6.01,* (2) received by it in the capacity of paying agent hereunder, if and when acting in such capacity, and (3) filed with it within two preceding years pursuant to the provisions of *paragraph (2)* of *subsection (c)* of *§6.04.* The Principal Trustee may (1) destroy any list furnished to it as provided in *§6.01* upon receipt of a new list so furnished; (2) destroy any information received by it as paying agent for any series of bonds upon delivering to itself as Principal Trustee, not earlier than forty-five (45) days after an interest payment date of the bonds of such series, a list containing the names and addresses of the holders of bonds of such series obtained from such information since the delivery of the next previous list, if any, with respect to such series; (3) destroy

any list delivered to itself as Principal Trustee which was compiled from information received by it as such paying agent upon the receipt of a new list so delivered with respect to the same series; and (4) destroy any information received by it pursuant to the provisions of *paragraph (2)* of *subsection (c)* of *§6.04*, but not until two years after such information has been filed with it.

(b) In case three or more holders of bonds outstanding under this Indenture (hereinafter referred to as "applicants") apply in writing to the Principal Trustee, and furnish to the Principal Trustee reasonable proof that each such applicant has owned one or more bonds outstanding under this Indenture for a period of at least six (6) months preceding the date of such application, and such application states that the applicants desire to communicate with other holders of bonds with respect to their rights under this Indenture or under the bonds, and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Principal Trustee shall, within five (5) business days after the receipt of such application, at its election, either

(1) afford to such applicants access to the information preserved at the time by the Principal Trustee in accordance with the provisions of *subsection (a)* of this Section; or

(2) inform such applicants as to the approximate number of holders of bonds whose names and addresses appear in the information preserved at the time by the Principal Trustee, in accordance with the provisions of *subsection (a)* of this Section, and as to the approximate cost of mailing to such bondholders the form of proxy or other communication, if any, specified in such application.

If the Principal Trustee shall elect not to afford to such applicants access to such information, the Principal Trustee shall, upon the written request of such applicants, mail to each bondholder whose name and address appear in the information preserved at the time by the Principal Trustee

in accordance with the provisions of *subsection (a)* of this Section, a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Principal Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five (5) days after such tender the Principal Trustee shall mail to such applicants and file with the Securities and Exchange Commission together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Principal Trustee, such mailing would be contrary to the best interests of the bondholders, or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If said Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections, or if, after the entry of an order sustaining one or more of such objections, said Commission shall find, after notice and opportunity for a hearing, that all the objections so sustained have been met, and shall enter an order so declaring, the Principal Trustee shall mail copies of such material to all such bondholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Principal Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) No Trustee shall be held accountable by reason of the mailing of any material pursuant to any request made under *subsection (b)* of this §*6.02* or the disclosure of any information as to the names and addresses of the holders of bonds in accordance with the provisions of *subsection (b)* of this §*6.02* regardless of the source from which such information was derived.

§6.03. The Company covenants and agrees

(1) to file with the Principal Trustee, within fifteen (15) days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of

the foregoing as such Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with such Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents, or reports pursuant to either of such sections of the Securities Exchange Act of 1934, then to file with the Principal Trustee and the Securities and Exchange Commission, in accordance with such rules and regulations as may be prescribed from time to time by said Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(2) to file with the Principal Trustee and the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required from time to time by such rules and regulations; and

(3) to transmit to the holders of bonds, within thirty (30) days after the filing thereof with the Principal Trustee (or at such other time as shall be fixed by the Securities and Exchange Commission) and in the manner and to the extent provided in *subsection (c)* of *§6.04,* with respect to reports pursuant to *subsection (a)* of *§6.04,* such summaries of any information, documents and reports required to be filed by the Company pursuant to *subsections (1)* and *(2)* of this *§6.03* as may be required by the rules and regulations prescribed from time to time by the Securities and Exchange Commission.

§6.04. (a) The Principal Trustee shall transmit, on or before November 15 in each year beginning with the year 1945, to the bondholders as hereinafter in this Section provided,

a brief report dated as of a date not more than sixty (60) days prior to the date of such transmission, with respect to

(1) its eligibility and its qualifications under §*4.08*, §*13.01* and §*13.14*, or in lieu thereof, if to the best of its knowledge it has continued to be eligible and qualified under such Sections, a written statement to such effect;

(2) the qualifications under §*13.14* of the Missouri Trustee and of each Additional Trustee, if any, or in lieu thereof, if the reports furnished to the Principal Trustee by the Missouri Trustee and by any such respective Additional Trustees as hereinafter in §*6.05* provided shall state that, to the best of the knowledge and belief of the Missouri Trustee and such Additional Trustees, respectively, they have continued to be qualified under said §*13.14*, a written statement to such effect;

(3) the character and amount of any advances (and if the Principal Trustee elects so to state, or if the Missouri or any Additional Trustee making such advances requests the Principal Trustee so to state, the circumstances surrounding the making thereof) made by the Principal Trustee or by the Missouri or any Additional Trustee as such, which remain unpaid on the date of such report, and for the reimbursement of which the Principal Trustee or the Missouri or any Additional Trustee claims or may claim a lien or charge prior to that of the bonds on the trust estate, including property or funds held or collected by it or him as Trustee, provided that the Principal Trustee shall not be required (but may elect) to state such advances if such advances so remaining unpaid aggregate not more than one-half of one per centum (½%) of the aggregate principal amount of the bonds outstanding on the date of such report;

(4) the amount, interest rate, and maturity date of all other indebtedness owing by the Company or any other obligor upon the bonds to the Principal Trustee or to the Missouri or any Additional Trustee in its or his individual capacity on the date of such report, with

a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in *paragraphs (2), (3), (4)* or *(6)* of *subsection (b)* of *§13.15;*

(5) the property and funds physically in the possession of the Principal Trustee or the Missouri or any Additional Trustee as such, or of a depositary for any such Trustee, on the date of such report;

(6) any release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) which it has not previously reported; *provided, however,* that to the extent that the aggregate value as shown by the release papers of any or all of such released properties does not exceed an amount equal to one per centum (1%) of the aggregate principal amount of bonds then outstanding, the report need only indicate the number of such releases, the total value of property released as shown by the release papers, the aggregate amount of cash and obligations secured by purchase money mortgages received and the aggregate value of property received in substitution therefor as shown by the release papers;

(7) any additional issue of bonds since the original issue of bonds of the 3½% Series due 1969 which it has not previously reported; and

(8) any action taken by the Principal Trustee or by the Missouri or any Additional Trustee in the performance of its or his duties under this Indenture which the Principal Trustee has not previously reported and which in the opinion of the Trustee which shall have taken such action materially affects the bonds or the trust estate, except action in respect of a default notice of which has been or is to be withheld by the Principal Trustee in accordance with the provisions of *§9.02.*

(b) The Principal Trustee shall transmit to the bondholders as hereinafter provided, within ninety (90) days after the making of any release, release and substitution,

or advance as hereinafter specified, a brief report with respect to

(1) the release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as shown by the certificates or opinions required by §*8.02,* §*8.03,* §*8.04,* or §*8.11,* is less than ten per centum (10%) of the aggregate principal amount of bonds outstanding under this Indenture at the time of such release, or such release and substitution; and

(2) the character and amount of any advances (and if the Principal Trustee elects so to state, or if the Missouri or any Additional Trustee making such advances requests the Principal Trustee so to state, the circumstances surrounding the making thereof) made by the Principal Trustee or by the Missouri or any Additional Trustee as such since the date of the last report transmitted pursuant to the provisions of *subsection (a)* of this §*6.04* (or if no such report has yet been so transmitted, then since the date of execution of this Indenture), for the reimbursement of which the Principal Trustee or the Missouri or any Additional Trustee claims or may claim a lien or charge, prior to that of the bonds on the trust estate, including property or funds held or collected by it or him as such Trustee, and which it has not previously reported pursuant to this paragraph, *provided* that the Principal Trustee shall not be required (but may elect) to state such advances, if such advances so remaining unpaid at any time aggregate not more than ten per centum (10%) of the aggregate principal amount of bonds outstanding at such time.

(c) Reports pursuant to this §*6.04* shall be transmitted by mail—

(1) to all registered holders of bonds outstanding under this Indenture, as the names and addresses of such holders appear upon the registration books of the Company;

(2) to such holders of bonds outstanding under this Indenture, as have, within two years preceding such transmission, filed their names and addresses with the Principal Trustee for that purpose; and

(3) except in the case of reports pursuant to *subsection (b)* of this §*6.04*, to each bondholder whose name and address are preserved at the time by the Principal Trustee, as provided in *subsection (a)* of §*6.02*.

(d) A copy of each such report shall, at the time of such transmission to bondholders, be filed by the Principal Trustee with each stock exchange upon which the bonds of any series are listed and also with the Securities and Exchange Commission. The Company will notify the Principal Trustee of the name and address of each stock exchange upon which the bonds of any series are listed.

(e) The Principal Trustee may state in any report made pursuant to the provisions of this §*6.04*, if such be the fact, that any or all information therein contained in respect of the Missouri or any Additional Trustee is based on reports made to the Principal Trustee by such Missouri or Additional Trustee pursuant to the provisions of §*6.05* hereof, and shall incur no liability for any statement made on the basis of any such report, nor be responsible for the accuracy or completeness of any such information, nor for the failure of the Missouri Trustee or any Additional Trustee to report or to furnish any such information. If the Missouri or any Additional Trustee shall fail to furnish to the Principal Trustee, pursuant to the provisions of said §*6.05*, within a reasonable time before the Principal Trustee is required to make any report under this §*6.04*, the information required to be included in such report in respect of such Missouri or Additional Trustee, the Principal Trustee shall not be required to include such information in such report, but shall state in such report that such Missouri or Additional Trustee failed to furnish such information.

(f) For the purpose of this §*6.04*, all bonds which have been authenticated and delivered shall be deemed to be out-

standing, except bonds which have been returned to the Principal Trustee and cancelled and bonds which, pursuant to the provisions of §*5.04* hereof, have been excluded from participation in the lien and security afforded by this Indenture except the right to receive funds deposited as provided in said §*5.04.*

§6.05. The Missouri Trustee and each Additional Trustee, if any, shall report to the Principal Trustee in writing, not less than fifteen (15) days before the Principal Trustee is required to make any report pursuant to the provisions of *subsection (a)* of §*6.04,* all information concerning such Missouri Trustee or Additional Trustee which the Principal Trustee is required to report to bondholders pursuant to *paragraphs (2), (3), (4), (5), (6)* and *(8)* of said *subsection (a).*

In case of any release of property or any advance by the Missouri Trustee or by any Additional Trustee which the Principal Trustee would be required to report pursuant to the provisions of *subsection (b)* of §*6.04,* such Missouri Trustee or Additional Trustee shall, within sixty (60) days after such release or such advance shall have been made, furnish to the Principal Trustee in writing all information necessary to enable the Principal Trustee to make the required report regarding such release or such advance.

ARTICLE 7

Concerning Prior Lien Bonds Deposited with Principal Trustee

§7.01. Each prior lien bond in coupon form deposited with the Principal Trustee shall when so deposited have attached thereto all unmatured coupons, or shall be accompanied by evidence satisfactory to the Principal Trustee (which may be a certificate of the trustee or other holder of the prior lien securing the same) that the discharge of the lien securing such prior lien bond may be obtained without the production of any coupon or coupons that may be missing; and each prior lien bond so deposited shall be uncan-

celled. Each prior lien bond deposited hereunder shall be in bearer form or accompanied by appropriate instruments of transfer; and the Principal Trustee may cause any or all registered prior lien bonds to be registered in its name as Principal Trustee hereunder, or otherwise, or in the name or names of its nominee or nominees.

§7.02. All prior lien bonds received by the Principal Trustee for the purpose of this *Article 7* shall be held by the Principal Trustee as part of the trust estate and without impairment of the obligation represented thereby or the lien thereof, for the protection and further security of the bonds issued hereunder. Unless a default as defined in §*9.01* shall have occurred and shall be continuing, no payment by way of interest or otherwise on any of the prior lien bonds held by the Principal Trustee shall be made or demanded, and the coupons thereto appertaining shall, as they mature, be cancelled by the Principal Trustee and delivered so cancelled to the Company, unless the Company shall direct, with respect to any of such prior lien bonds, that such payments be made and demanded, in which event the Company shall, subject to the provisions hereinafter in this §*7.02* contained, be entitled to receive all such payments. In any event, unless such a default shall have occurred and shall be continuing as aforesaid, all moneys received by the Principal Trustee (a) on account of the principal of or interest or premium on said prior lien bonds, or (b) by reason of the sale or delivery of any of said bonds to any sinking fund or other similar device for the retirement of bonds provided for in any prior lien securing the same (as to both *(a)* and *(b)* above to the extent that a certificate of the Company delivered to the Principal Trustee shall state that such moneys do not represent the proceeds of insurance on, or of the release of, or of the taking by eminent domain or purchase of, or of the other disposition or change of, property in respect of which the Company might be entitled to the authentication and delivery of bonds hereunder, including any property and substitutes arising from any of the foregoing), shall be paid over by the Principal Trustee to or upon the written order of the Company; *provided* that if and to the extent that such certificate

of the Company fails to state that such moneys do not represent any such proceeds, or substitutes therefor, the same shall be retained by the Principal Trustee and held as part of the trust estate, and may be withdrawn, used or applied, in the manner, for the purposes, and subject to the conditions provided in §*8.11*.

§7.03. Unless a default as defined in §*9.01* shall have occurred and shall be continuing, the Principal Trustee, if so directed by the Company, shall cause any prior lien bonds held by it to be cancelled, and the obligation thereby evidenced to be satisfied and discharged, *provided, however,* that it shall have received notice from the trustee or other holder of the lien securing the same that such trustee or other holder, on receipt of the prior lien bonds so held by the Principal Trustee, will cause the lien securing the same to be satisfied and discharged of record, and *provided further,* that the Principal Trustee shall not be required to cause any bonds so held by it to be cancelled or to be surrendered for cancellation pursuant to the provisions of this §*7.03,* unless and until the Principal Trustee shall have received an opinion of counsel to the effect that there is no outstanding lien (other than permitted encumbrances) covering any part of the property upon which such lien exists junior to or on a parity with such lien and senior to the lien of this Indenture; and upon similar direction, the Principal Trustee shall sell or surrender any prior lien bonds held by it subject to this *Article 7* to the trustee or other holder of the prior lien securing the same for cancellation, or to be held uncancelled for the purposes of any sinking fund or other similar device for the retirement of bonds for which provision may have been made in the prior lien securing the prior lien bonds so sold or surrendered, *provided, however,* that no such prior lien bonds shall be sold or surrendered except for cancellation as aforesaid, until the Principal Trustee shall have received

(i) an opinion of counsel to the effect (a) that the provisions of the prior lien securing the prior lien bonds so to be sold or surrendered are such that no transfer of ownership or possession of such prior lien bonds

by the trustee or other holder of such prior lien is permissible thereunder except upon default thereunder or except to the Principal Trustee hereunder, to be held subject to the provisions of this *Article 7,* or to the trustee or other holder of a prior lien upon the same property, for cancellation or to be held uncancelled under the terms of such prior lien under like conditions, or (b) that all of the property subject to the prior lien with respect to which such prior lien bonds have been deposited with the Principal Trustee has been released from the lien of this Indenture, which shall be stated in any event if such be the fact; and

(ii) a certificate of the Company stating that all conditions precedent, specified in this Indenture, to the right of the Company to have said prior lien bonds so sold or surrendered have been complied with;

and *provided further* that if all of the property subject to the prior lien securing prior lien bonds deposited with the Principal Trustee shall be released from the lien of this Indenture, such prior lien bonds shall be cancelled or surrendered to the trustee or other holder of such prior lien for cancellation.

§7.04. Unless a default as defined in §*9.01* shall have occurred and shall be continuing, the Trustees or either of them may exercise, but only with the consent of the Company, and upon the occurrence and continuance of any such default, the Trustees or either of them may exercise in their absolute discretion, without the consent of the Company, any and all rights of a bondholder with respect to the prior lien bonds then held by the Principal Trustee or may take any other action which shall in their judgment be desirable or necessary to avail of the security created for such prior lien bonds by the prior liens securing the same. The Trustees or either of them shall be reimbursed from the mortgaged property for all expenses by them properly incurred by reason of any such action taken, without negligence or bad faith, with interest upon all such expenditures at the current rate for time loans; and the amount of

such expenses and interest shall, until repaid, constitute a lien upon the mortgaged property prior to the lien of the bonds and coupons issued hereunder.

ARTICLE 8

Possession, Use and Release of Mortgaged Property

§8.01. Unless a default as defined in §*9.01* shall have occurred and shall be continuing, the Company shall be suffered and permitted to possess, use and enjoy the mortgaged property (except any cash or other personal property pledged or deposited with or required to be pledged or deposited with the Trustees hereunder), and to receive and use the rents, issues, income, product and profits thereof, with power, in the ordinary course of business, freely and without let or hindrance on the part of the Trustees or either of them, or the bondholders, to use and consume supplies, stores, materials, tools and appliances, and to exercise any and all rights under choses in action and contracts.

§8.02. In the event of (a) any taking of any part of the mortgaged property by the exercise of the power of eminent domain, or the sale or conveyance by the Company in lieu of such taking and in reasonable anticipation thereof where proceedings therefor might lawfully be taken to vest such property in the grantee for the same purposes, or (b) the exercise by any municipality or other governmental subdivision or agency of any right which it may have or may hereafter acquire to purchase any part of the mortgaged property, the Trustees shall execute and deliver a deed of release of the mortgaged property so taken, sold, purchased or otherwise disposed of upon receipt of

(1) a certificate of the Company and an opinion of counsel to the effect that such property has been

(A) taken by the valid exercise of the power of eminent domain,

(B) sold in anticipation of such taking, and that

such property could have been taken lawfully by the grantee in the exercise of the power of eminent domain, or

(C) purchased by a municipality or other governmental subdivision or agency in the valid exercise of a right which it had to purchase the same;

(2) if sold in anticipation of such taking by exercise of the power of eminent domain,

(A) a certified resolution stating that in the opinion of the directors such sale was in lieu of and in reasonable anticipation of such taking and was for the best interest of the Company, having in view such forcible taking, and

(B) an engineer's certificate stating the fair value of the property;

(3) a sum equal to the amount of the award, the fair value of the property as appraised, or sales price, whichever is greater, if sold in anticipation of such taking, or the purchase price paid by the municipality or other governmental subdivision or agency, which may consist of cash or other property, or both;

(4) a certificate of the Company and an opinion of counsel as to compliance with conditions precedent; and

(5) a certificate signed by an engineer (or an independent engineer, in case the fair value of the property in question and of all other property or securities released since the commencement of the then current calendar year, as set forth in the certificate required pursuant to this provision, and any similar certificates pursuant to this provision and any other sections of *Article 8,* is ten per centum (10%) or more of the aggregate principal amount of bonds at the time outstanding, unless the fair value of the property in question, as set forth in the certificate, is less than $25,000 or less than one per centum (1%) of the aggregate principal amount of bonds at the time outstanding) stating the fair value, in his opinion, of the property in question, as of the

date of the application. If a sale in lieu and in reasonable anticipation of any of the aforesaid events is involved, the Principal Trustee shall be furnished an engineer's or independent engineer's certificate as aforesaid, which certificate shall also state that in the opinion of the signer such sale and release will not impair the security hereunder in contravention of the provisions hereof.

In any such proceedings the Trustees may be represented by counsel. Subject to the provisions of §*8.09,* the proceeds of all property so sold, taken or disposed of shall be paid over to the Principal Trustee hereunder to be held and applied as a part of the mortgaged property, in the same manner provided in §*8.11.*

Anything herein to the contrary notwithstanding, in case the property so to be released is subject to a prior lien the Trustees shall at any time, upon the request of the Company, such request to be evidenced by a certified resolution containing recitals showing that the case is one to which the provisions of this Section apply, release such property upon receipt of a certificate of the trustee or other holder of such prior lien to the effect that said property has been released from such prior lien and that the proceeds thereof have been received by the trustee or other holder of such prior lien pursuant to the requirements thereof, together with an instrument in form satisfactory to the Trustees, assigning such proceeds to the Trustees subject to such prior lien. Subject to the provisions of §*13.02* and §*13.03,* the Trustees shall be fully protected in acting upon such request and certificate without further or other compliance with any provisions hereof.

§8.03. The Company shall have the right at any time and from time to time, unless, to the knowledge of the Principal Trustee, a default as defined in §*9.01* shall have happened and shall be continuing, to sell or exchange any part of the mortgaged property (except any cash or prior lien bonds held by the Principal Trustee) which shall no longer be advantageous in the judicious management and maintenance of the mortgaged property or in the conduct of the

business of the Company. The consideration received for such property so sold or exchanged may be (i) cash, and/or (ii) obligations secured by purchase money mortgage on such property, but such obligations shall not exceed in aggregate principal amount sixty per centum (60%) of the then fair value of the property to be released (as established either by the engineer's certificate referred to in *sub-paragraph (C)* below or the independent engineer's certificate referred to in *sub-paragraph (D)* below, whichever shall be the higher), and the aggregate principal amount of such obligations at any time held as a part of the mortgaged property shall not exceed ten per centum (10%) of the aggregate principal amount of bonds at the time outstanding under this Indenture, and/or (iii) any additional property of such character as would be included in the definition of property additions contained in §*1.05*. The Trustees shall, from time to time, release such property so sold or exchanged from the operation and lien of this Indenture, but only upon receipt of:

(A) A written request of the Company, evidenced by a certified resolution of the Board, requesting such release and describing the property so to be released;

(B) A certificate of the Company stating that no default as defined in §*9.01* has happened and is continuing;

(C) An engineer's certificate, made and dated not more than sixty (60) days prior to the date of such application, setting forth in substance as follows:

(1) that the Company has sold or exchanged or has contracted to sell or exchange the property so to be released for a consideration described, in reasonable detail, in said certificate, and that such sale or exchange is desirable in the conduct of the business of the Company, and that the property to be released is no longer advantageous in the judicious management and maintenance of the mortgaged property or in the conduct of the business of the Company;

(2) the then fair value, in the opinion of the signers, of the property to be released;

(3) in case the consideration for the property to be released consists, in whole or in part, of additional property, stating that all such additional property is of such character as would be included in the definition of property additions contained in §*1.05*, and setting forth the then fair value to the Company, in the opinion of the signers, of all such additional property; and if such additional property is subject to a prior lien, showing that the application satisfies the requirements of §*4.16* and §*4.18;*

(4) that the consideration described in said certificate has a then fair value at least equal to the then fair value of the property to be released, in each case after deducting the principal amount of any indebtedness secured by prior liens on such property (if an independent engineer's certificate as provided for in the following *sub-paragraph (D)* is required either with respect to the property to be released or additional property included in the consideration therefor, the then fair value of the property to be released and/or of any such additional property shall be as stated in such engineer's certificate or in such independent engineer's certificate, whichever shall be the higher); and

(5) that such release is, in the opinion of the signer, desirable in the conduct of the business of the Company and will not impair the security under this Indenture in contravention of the provisions hereof.

(D) In case, as shown by said engineer's certificate, the fair value of the property to be released and of all other property or securities released since the commencement of the then current calendar year, as set forth in the certificate required pursuant to *sub-paragraph (C)*, and any similar certificates pursuant to *sub-paragraph (C)* and any other sections of this *Article 8*, is ten per centum (10%) or more of the aggregate principal amount of bonds at the time outstanding, unless the fair

value of the property to be released, as set forth in the certificate, is less than $25,000 or less than one per centum (1%) of the aggregate principal amount of bonds at the time outstanding, an independent engineer's certificate, made and dated not more than sixty (60) days prior to the date of such application, stating that the signer has examined the written request furnished to the Principal Trustee; stating as to such property the then fair value thereof in the opinion of the signer, together with the signer's report thereon which shall contain a brief statement of the conditions governing the signer's determination of such fair value; and in case, as shown by said engineer's certificate, the consideration for the property to be released includes additional property of a fair value to the Company not less than $25,000 and not less than one per centum (1%) of the aggregate principal amount of the bonds at the time outstanding, and if such property has, within six months prior to the date of acquisition thereof by the Company, been used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, a similar independent engineer's certificate with respect to the then fair value to the Company of such additional property shall also be furnished to the Principal Trustee;

(E) Any and all money and obligations stated in said engineer's certificate to be consideration for the property so to be released; *provided, however,* that if the property to be released shall be subject to any prior lien, the cash or obligations otherwise deliverable to the Principal Trustee in accordance with the provisions of this Section in respect of the release of such property shall, to the extent required by reason of the existence of such prior lien, as shall be stated in the opinion of counsel referred to in *sub-paragraph (G)* below, be paid or delivered to the trustee or other holder of such prior lien, and, in such event, there shall be delivered to the Principal Trustee hereunder, in lieu of such cash or obligations, a certificate or receipt of such trustee or other

holder that such cash or obligations have been paid or delivered to it or them, together with an instrument, in form satisfactory to the Trustees, assigning such cash or obligations to the Trustees subject to such prior lien;

(F) The mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance, if any, specified in *clause (4)* of the opinion of counsel referred to in the following *sub-paragraph (G);*

(G) An opinion of counsel:

(1) stating that the instruments which have been or are therewith delivered to the Principal Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the Trustees to execute and deliver the release requested, and that, upon the basis of the consideration described in the engineer's certificate delivered to the Principal Trustee pursuant to *sub-paragraph (C)* of this Section, the property so sold or exchanged may be released from the operation of the lien of this Indenture pursuant to the provisions of this Section;

(2) stating that any obligations included in the consideration for such release are valid obligations and are duly secured by a valid purchase money mortgage constituting a direct lien upon the property so to be released, subject to no lien prior thereto except such liens, if any, as shall have existed thereon just prior to such release as liens prior to the lien of this Indenture; and, in case any such prior lien shall have so existed on such property, stating the extent, if any, to which the trustee or other holder of such prior lien is entitled to the money and obligations stated in said engineer's certificate to be consideration for such property, and that the instrument or instruments of assignment referred to in *sub-paragraph (E)* constitute a valid and legally effective assignment of said money and obligations to the Trustees, subject only to the rights of the trustee or other holder of such prior lien;

(3) stating, in case the Trustees are requested to release any franchise, that such release will not impair the right of the Company to operate any of its remaining properties;

(4) in case the consideration for the property to be released consists, in whole or in part, of additional property, specifying the mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance which will be sufficient to subject to the direct lien of this Indenture the additional property described in the above-mentioned engineer's certificate, or stating that said additional property is then subject to the direct lien of this Indenture and that no such mortgage, deed, conveyance, assignment, transfer or instrument of further assurance is necessary for such purpose; and

(5) in case the consideration for the property to be released consists, in whole or in part, of additional property, stating that the Company has acquired a good and valid legal title to such additional property, and that the same and every part thereof is free and clear of all liens, charges or encumbrances prior to the lien of this Indenture, except specified prior liens, prepaid liens and permitted encumbrances; and stating also that the Company has lawful power to acquire, own and use said additional property in its business.

(H) A certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

§8.04. Unless a default as defined in §*9.01* shall have occurred and shall be continuing, the Trustees shall, whenever from time to time requested by the Company, such request to be evidenced by a certified resolution delivered to the Principal Trustee, and without requiring compliance with any of the foregoing provisions of §*8.03*, release from the lien hereof any real estate which in the opinion of the Board of Directors, as stated in said resolution, is no longer useful or desirable in the conduct of the business of the Company, *provided* the Company has sold or agreed to sell

such real estate for a cash consideration, and *provided* the aggregate value of such real estate so released without such compliance, as shown by the engineer's certificate in this §*8.04* referred to, in any period of twelve (12) consecutive calendar months shall not exceed the sum of $25,000; such release to be made upon receipt by the Principal Trustee of

(1) a written request of the Company for the release of any property, describing the same in reasonable detail, and stating that the same is not needed for the use of the Company in its business;

(2) an engineer's certificate, made and dated not more than ninety (90) days prior to the filing of such written request, stating (a) the then fair value, in the opinion of the signer, of the property to be released, and (b) that such release is, in the opinion of the signer, desirable in the conduct of the business of the Company and will not impair the security under this Indenture in contravention of the provisions hereof;

(3) a certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

The Company covenants that it will forthwith deposit with the Principal Trustee the consideration received by it from the sale of any property so released, to be held and applied as a part of the mortgaged property, in the manner provided in §*8.11*, or with the trustee or other holder of a prior lien, if required by the terms thereof, as evidenced by an opinion of counsel.

§8.05. Unless a default as defined in §*9.01* shall have happened and shall be continuing, the Company shall have the right at any time, and from time to time, without any release or consent by the Trustees:

(1) To sell or dispose of, according to its discretion, free from the lien of this Indenture, such portion of the machinery, tools, implements or equipment which shall at any time be acquired or held for the use of the Company, as shall have become unfit or unnecessary for use, but any and all new or other machinery, tools,

implements, or equipment, which may be acquired for the use of the Company in substitution for any so sold or disposed of shall by virtue and force hereof become and be immediately upon the acquisition thereof subject to the lien and operation of these presents without any new conveyance or transfer or other act or proceeding whatsoever; and the proceeds of all sales of machinery, tools, implements or equipment acquired or held for use by said Company, which may not be invested in real estate or in new or other machinery, tools, implements, equipment, improvements or other property for use in connection with the mortgaged property, shall be paid over to the Principal Trustee to be by it applied to the purchase or redemption of bonds hereby secured and then outstanding, as provided in *§8.11;*

(2) To abandon, terminate, cancel, release or make changes or alterations in or substitutions of any leases, rights of way, agreements or contracts subject to the lien of this Indenture, *provided* that any changed, altered or substituted leases, rights of way, agreements or contracts shall forthwith become subject to the lien of this Indenture to the same extent and in the same manner as those previously existing;

(3) To surrender or assent to or procure a modification of any franchise, license, authority or permit under which it operates any of its properties, which it may now or hereafter hold or under which it may now or hereafter operate, if in the opinion of the Board of Directors of the Company, such surrender or modification is in the best interests of the Company and will not impair its right to operate any of its remaining properties, and the value and efficiency generally of the mortgaged property as an entirety and the value of the security for the bonds will not thereby be materially impaired, and the Trustees shall consent thereto, if requested, upon receipt of a certified resolution evidencing the opinion of said Board of Directors as aforesaid;

(4) To alter, repair, replace, change the location or position of and add to its plants, works, buildings, structures, systems, machinery, transmission and distribution systems, equipment, apparatus, other fixtures and appurtenances, in such manner as the Company shall deem expedient, except that the location of none of the mortgaged property may be changed so as to impair the lien of this Indenture thereon unless such property is sold or otherwise disposed of as permitted by this Section or released or abandoned as provided by §*8.02,* §*8.03* or §*8.04;*

(5) To enter into agreements for the joint use of poles and equipment, and similar agreements; and to assume the burdens created under any law or governmental regulation or permit requiring the Company to maintain certain facilities or perform certain acts as a condition of its occupancy of or interference with any public lands or any river or stream or navigable waters or bridge or highway.

Upon receipt by the Principal Trustee of a written request of the Company, and a certificate of the Company and an opinion of counsel as to compliance with conditions precedent, and, in the case of the surrender or modification of a franchise, a resolution of the Board of Directors of the Company authorizing such request, the Trustees shall execute any release and/or consent which may be therein requested to confirm any action taken by the Company pursuant to this §*8.05,* in which event the Trustees may, to the extent permitted by §*13.02* and §*13.03,* accept as conclusive evidence of compliance with the foregoing provisions the appropriate statements contained in such instruments, and the Trustees in so doing shall be without liability.

§8.06. In case the Company proposes to sell or has sold any property of the character excepted from the lien hereof and the purchaser thereof requests the Company to furnish a written disclaimer or quit claim by the Trustees of any interest in such property under this Indenture, the Trustees shall execute such an instrument without substitution of

other property or cash upon receipt by the Principal Trustee of

(1) a certificate of the Company reciting the sale or proposed sale, describing in reasonable detail the property sold or to be sold, stating that such property is not subject to the lien hereof, and stating that the purchaser has requested a written disclaimer or quit claim by the Trustees, and stating compliance with conditions precedent; and

(2) an opinion of counsel stating that such property is not subject to the lien hereof or required to be subjected thereto by any of the provisions hereof, and stating compliance with conditions precedent.

§8.07. The Trustees, subject to the provisions of §*13.02* and §*13.03,* may in their absolute discretion (but shall not be bound to) execute any release or consent under the provisions of §*8.02* to §*8.05,* inclusive, notwithstanding that interest on any bonds then outstanding shall be due and unpaid or that a default exists.

§8.08. Any obligation received or to be received by the Principal Trustee pursuant to the provisions of §*8.02* or §*8.03* may be released upon payment by the Company to the Principal Trustee of the principal amount of such obligation or any unpaid portion thereof. The principal of and interest on any such obligation shall be received by the Principal Trustee as and when the same shall become payable, and the Principal Trustee may take any action which in its judgment may be desirable or necessary for the collection thereof or the enforcement of the security therefor. Unless a default as defined in §*9.01* shall have happened and shall be continuing, the interest received by the Principal Trustee on any such obligation shall be promptly paid over to the Company.

Any new property acquired by exchange or purchase to take the place of any property released under any provision of this Article shall forthwith and without further action become subject to the lien of this Indenture as a part of the mortgaged property; but the Company covenants that if so

requested by the Principal Trustee it will convey, assign or transfer the same, or cause the same to be conveyed, assigned or transferred, to the Trustees by appropriate instruments and upon the trusts and for the purposes of this Indenture, and will cause such instruments to be recorded or filed in such manner as appropriately to secure and continue the lien of this Indenture on such property.

§8.09. In case, in the opinion of counsel, the provisions of any prior lien, whether or not a prepaid lien, existing on any of the mortgaged property shall require the deposit with the trustee or other holder of such prior lien of the cash or obligations constituting any part of the consideration received in payment for any part of such property released from this Indenture or taken by the exercise of the power of eminent domain or the proceeds of any insurance on such property, the Company may deposit the same with the trustee or other holder of such prior lien to the extent that the same may be required to be so deposited, and shall furnish the Principal Trustee with a certificate or receipt of such trustee or other holder to the effect that it has received the same with irrevocable authority to pay over the same to the Principal Trustee upon the release thereof from such prior lien.

Except as in this Section otherwise expressly provided, moneys at any time deposited with the Principal Trustee for the payment, satisfaction or redemption of any indebtedness secured by prior lien on any of the mortgaged property for the purpose of causing such prior lien to become a prepaid lien as defined in §*1.04* shall not be deemed to be trust moneys within the meaning of §*8.11* but shall be applied by the Principal Trustee from time to time to the payment of the principal and interest or to the redemption of such indebtedness, or shall be repaid to the Company proportionately as such indebtedness shall be paid or reduced out of other funds (except the proceeds of the release or the taking by eminent domain of or the proceeds of insurance upon, any of the property securing such prepaid lien) or shall be ascertained by judicial determination or otherwise to be in whole or in part invalid, upon the filing with the Principal Trustee of a certificate of the Company, to the effect that

the indebtedness secured by such prepaid lien has been paid or reduced out of other funds (except as aforesaid) or has been ascertained by judicial determination or otherwise to be in whole or in part invalid and specifying the amount of payment or reduction or the extent of the invalidity, as the case may be, accompanied by a concurring opinion of counsel; *provided, however,* that in case moneys shall have been deposited with the Principal Trustee for the payment or satisfaction, other than by redemption prior to maturity, of any indebtedness secured by a prepaid lien, and in case any of the property subject to such prepaid lien shall have been released from the lien of this Indenture or shall be taken by eminent domain in accordance with the provisions of this Article or in case there shall become available any proceeds of insurance on any such property, prior to the actual payment or satisfaction of such indebtedness, then and in that event the moneys so deposited with and remaining in the hands of the Principal Trustee upon the satisfaction and discharge of such indebtedness shall be deemed to be trust moneys within the meaning of §*8.11.*

§8.10. No purchaser in good faith of property purporting to have been released herefrom shall be bound to ascertain the authority of the Trustees to execute the release, or to inquire as to the existence of any conditions required by the provisions hereof for the exercise of such authority, or be bound to see to the application of the purchase moneys; nor shall any purchaser or grantee of any property or rights permitted by this Article to be sold, granted, exchanged or otherwise disposed of, nor any party to any contract permitted to be changed, be under any obligation to ascertain or inquire into the authority of the Company to make any such sale, grant, exchange or other disposition.

§8.11. All moneys received by the Principal Trustee in consideration of any release by the Trustees under this Article, including payment on account of the principal of any obligations secured by purchase money mortgage, and all moneys elsewhere herein provided to be held and applied as in this Section provided, and all moneys, if any, received by the Principal Trustee the disposition of which is not else-

where herein specifically otherwise provided for,—(herein sometimes referred to as "trust moneys") shall be held by the Principal Trustee as a part of the mortgaged property, and, upon default in the payment of the principal of any of the bonds when and as the same shall become due and payable, whether by the terms thereof or by declaration or otherwise, as herein provided, said moneys shall be forthwith applicable to the purposes specified in, and in accordance with the provisions of, *§9.09;* but, unless a default as defined in *§9.01* shall have happened and shall be continuing, all or any part of said trust moneys, at the request and election of the Company, shall, subject to the provisions of this Section, be applied by the Principal Trustee from time to time as follows:

(1) Trust moneys may be withdrawn from time to time by the Company (a) in an amount equal to the cost of property additions (not theretofore funded) acquired, made or constructed subsequent to the receipt by the Principal Trustee of the trust moneys then being withdrawn, and/or (b) in an amount equal to one hundred sixty-six and two-thirds per centum (166⅔%) of the principal amount of each bond or fraction of a bond to the authentication and delivery of which the Company shall then be entitled under the provisions of *§3.02, §3.03, §3.04, §3.05* and *§3.06,* and/or (c) in an amount equal to the principal amount of bonds to the authentication and delivery of which the Company shall be entitled under the provisions of *§3.07* and *§3.11,* but only to the extent that the right of the Company to such authentication and delivery of bonds under *§3.07* and *§3.11* is based upon the payment, retirement or redemption of bonds or prior lien bonds which have theretofore been outstanding as a result of a *bona fide* sale; and *provided, however,* that if the application for such withdrawal of cash is based upon the fact that the Company is entitled to the authentication and delivery of bonds, such application shall operate as a waiver by the Company of such right to the authentication and delivery of each such bond or fraction thereof on the basis of which right such cash

is withdrawn, and to such extent no such bond or fraction thereof may thereafter be authenticated and delivered hereunder; or

(2) Trust moneys may, upon the written request of the Company, delivered to the Principal Trustee, be applied by the Principal Trustee to the purchase, in accordance with the provisions of §*8.12,* of bonds issued hereunder; or

(3) Trust moneys may, upon the written request of the Company, delivered to the Principal Trustee, be applied by the Principal Trustee to the redemption of any bonds issued hereunder which by their terms are redeemable before maturity, of such series as may be designated by the Company, such redemption to be in the manner and as provided in *Article 5* hereof, but in the case of any such redemption, the Company shall at the time of the delivery of such resolution to the Principal Trustee (or at any later date satisfactory to the Principal Trustee) pay to the Principal Trustee, to be held and applied as trust moneys in accordance with the provisions of said *Article 5,* an amount in cash equal to the redemption premium, if any, and accrued interest required to be paid upon redemption of the bonds so to be redeemed, to the end that the trust moneys shall not be diminished by the payment therefrom of redemption premium, if any, or interest.

Trust moneys shall from time to time be paid out or used or applied by the Principal Trustee as aforesaid upon receipt by the Principal Trustee of (a) the written request of the Company; (b) a certificate of the Company and an opinion of counsel as to compliance with conditions precedent. In case the withdrawal of trust moneys is, in whole or in part, based upon the right to the authentication and delivery of bonds (as permitted under *subdivision (1)* of this Section) the Company, except as otherwise in this Section provided, shall comply with all applicable provisions of this Indenture relating to such authentication and delivery (with such omissions and variations as may be appropriate by reason of the fact that the withdrawal of trust moneys

under this Section rather than the authentication and delivery of bonds is being applied for); *provided, however,* than in no such case shall the Company be required to deliver to the Principal Trustee any such resolution or certificate as is described in *subdivisions (1)* and *(6)* of §*3.06,* or the resolution described in *subdivision (1)* of §*3.07,* or the net earnings certificate provided for in §*3.07* or §*3.11,* or such parts of the opinions described in *subdivision (7)* of §*3.06* and in *subdivision (3)* of §*3.07* as relate solely to the authorization of the issue of bonds of the Company by governmental authorities or by the Company and as relate to tax laws applicable to the issue of bonds, or to comply with any earnings requirements.

If the amount of the property additions specified in the engineer's certificate filed pursuant to this Section as the basis for the application for the withdrawal of trust moneys shall exceed the amount required for the withdrawal of the trust moneys then being withdrawn, the excess, if any, may thereafter be used, anything in this Indenture to the contrary notwithstanding, for any purpose for which the same might have been used if not included in the engineer's certificate filed in connection with the withdrawal of trust moneys from the Principal Trustee. In any case where the property additions being certified include property which, within six months prior to the date of acquisition thereof by the Company, have been used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, and the fair value to the Company of such property is not less than $25,000 and not less than one per centum (1%) of the aggregate principal amount of the bonds at the time outstanding, the Principal Trustee shall also be furnished with an independent engineer's certificate as to the fair value to the Company of such property.

All trust moneys amounting to $25,000 or over remaining in the hands of the Principal Trustee for a period of three years after the deposit thereof as trust moneys and in respect of which no request pursuant to this Section shall have been filed by the Company within said three-year period, shall be applied forthwith by the Principal Trustee to the purchase of bonds in the manner provided in *subdivi-*

sion (2) of this Section or at the election of the Principal Trustee to the redemption of bonds in the manner provided in *subdivision (3)* of this Section, choosing for such redemption bonds of the series designated by the Company; and the Company in any such case, upon written notice from the Principal Trustee, shall pay to the Principal Trustee additional cash equal to all accrued interest and premium payable upon any such purchase or redemption, as provided in *subdivision (3)* of this Section with respect to the redemption of bonds and as provided in *§8.12* with respect to the purchase of bonds. In the event of any election, as aforesaid, by the Principal Trustee to redeem bonds, the Company shall, upon written notice from the Principal Trustee, give or cause to be given the notice required in respect of the redemption of such bonds, and if the Company shall fail to give such notice or cause such notice to be given the Principal Trustee shall have full power and authority to give such notice or cause such notice to be given in the name and on behalf of the Company. The Company shall pay to the Principal Trustee all expenses incurred by the Principal Trustee in connection with any purchase or redemption of bonds pursuant to this Section.

Any bonds (together with any coupons thereto appurtenant) delivered to the Principal Trustee pursuant to the provisions of this Section and any bonds purchased or redeemed through the application of trust moneys pursuant to the provisions of this Section, shall forthwith be cancelled by the Principal Trustee, and shall thereafter be cremated if in coupon form or delivered to the Company if in fully registered form, upon the written order of any officer of the Company.

§8.12. Upon the request of the Company, expressed by certified resolution, the Principal Trustee shall, to the extent that such bonds are available for such purchase, apply all or any part of the trust moneys then available for the purpose, or any cash deposited with it by the Company for the purpose, to the purchase of bonds then outstanding hereunder of such series (one or more) as the Company may designate, at a price not exceeding the current redemption price of, and the accrued interest on, such bonds as shall be

by their terms redeemable at the option of the Company before maturity, and at a price not exceeding the principal amount of, plus accrued interest on, bonds not so redeemable. Such purchases may be made upon tender or upon the open market or at private sale or upon any exchange or in any one or more of said ways, according as the Principal Trustee, in its uncontrolled discretion, shall determine. Before making any such purchase upon tender, the Principal Trustee may, and upon request of the Company shall, by notice published once in each of two successive calendar weeks (in each case on any day in the week) in an authorized newspaper in the City of Chicago, Illinois, and in an authorized newspaper in the Borough of Manhattan, The City of New York, advertise for written proposals (to be received by it on or before a specified date) to sell to it on or before a subsequent specified date bonds of the series designated by the Company then outstanding hereunder; and the Principal Trustee, to the extent, as nearly as is possible, of such funds then in its hands and requested by the Company to be so applied, shall purchase the bonds so offered at the price or prices deemed by it most favorable to the Company, and reasonable notice shall be mailed by the Principal Trustee to the holder or holders of the bonds whose proposals may be accepted. The Principal Trustee may also in its discretion, and upon request of the Company so to do, invite offers of bonds for sale to it in any other usual manner. The Principal Trustee may reject any or all proposals in whole or in part if it can at the time of opening said proposals purchase the requisite amount of such bonds at a more favorable price than it could by accepting said proposals. All offers by holders shall be subject to acceptance of a portion thereof unless otherwise expressed in the offers, and all advertisements for written proposals shall so state.

Upon the purchase of or upon the election of the Principal Trustee to purchase any bond as hereinabove provided, the Principal Trustee shall notify the Company in writing thereof specifying the principal amount of the bonds purchased or to be purchased and the amount of the accrued interest, if any, thereon paid or to be paid by the

Principal Trustee on such purchase, and also specifying the amount of the premium, if any, in excess of the principal amount of any bond paid or to be paid by the Principal Trustee on such purchase, and the Company covenants that it will, from time to time, upon the receipt by it of any such notice, immediately pay to the Principal Trustee, to be held and applied as trust moneys, an amount in cash equal to such accrued interest and such premium on the bonds so purchased or to be purchased, as specified in such notice, to the end that the trust moneys shall not be diminished by the payment therefrom of interest or premium.

The term "current redemption price" as used in this §*8.12* with respect to the bonds of any particular series shall be deemed to be the current redemption price at which bonds of such series are redeemable solely at the option of the Company except as otherwise provided with respect to bonds of such series.

§8.13. In case the mortgaged property shall be in the possession of a receiver or trustee, lawfully appointed, or in case the Company shall be in possession of the mortgaged property under the jurisdiction of some court of competent jurisdiction in proceedings for the reorganization of the Company pursuant to any provision of any bankruptcy or other act, the powers hereinbefore in this Article conferred upon the Company with respect to the sale or other disposition of the mortgaged property or the withdrawal of cash may be exercised, with the approval of the Principal Trustee, by said receiver or trustee, or, when duly authorized by order of said court, by the Company, notwithstanding that the Company may be in default, and any request, certificate or appointment made or signed by such receiver or trustee for such purposes shall be as effective as if made by the Company or its Board of Directors or any of its officers or appointees in the manner herein provided; and if the Trustees or either of them shall be in possession of the mortgaged property under any provision of this Indenture, then such powers may be exercised by the Trustees, or such Trustee, in its or their discretion, notwithstanding the Company may be in default. Notwithstanding a default as defined in §*9.01* may have happened

and may be continuing hereunder, the Trustees may release from the lien hereof any part of the mortgaged property or permit the withdrawal of cash, upon compliance with the conditions specified in this Article in respect thereof, if the Trustees in their uncontrolled discretion (subject to the provisions of §*13.02* and §*13.03*), or the holders of at least a majority in aggregate principal amount of the bonds at the time outstanding, shall deem such release or withdrawal of cash for the best interests of the bondholders.

ARTICLE 9

Remedies

§9.01. The following events are hereby defined for all purposes of this Indenture (except where the term is otherwise defined for specific purposes) as "defaults":

(a) Failure to pay interest on any of the bonds for a period of sixty (60) days after such interest shall have become due and payable; or

(b) Failure to pay the principal of or premium, if any, on any of the bonds when and as the same shall become due and payable as therein expressed whether at maturity, upon call for redemption, by declaration as herein provided or otherwise; or

(c) Failure to pay any interest upon or principal (whether at maturity as therein expressed or by declaration, or otherwise) of any outstanding prior lien bonds continued beyond the expiration of the period of grace, if any, specified in the prior lien securing the same; or

(d) Failure to perform or observe any other of the covenants or agreements of the Company in this Indenture or in any indenture supplemental hereto or in any of the bonds contained, and the continuance of such failure for a period of ninety (90) days after written notice specifying the same and requiring the same to be remedied shall have been given to the Company by the Trustees, or to the Company and the Trustees by

the holders of not less than ten per centum (10%) in aggregate principal amount of the bonds then outstanding; or

(e) The adjudication of the Company as a bankrupt or as insolvent, or the admission in writing of its inability to pay its debts generally as they come due, or the making of a general assignment for the benefit of creditors, or the filing of a voluntary petition in bankruptcy or under the corporate reorganization provisions of the National Bankruptcy Act (as now or hereafter amended) or an answer admitting the material allegations of a petition filed against the Company under such provisions, or the filing by the Company of a voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other law providing for the reorganization, dissolution, liquidation or winding up of corporations on the ground of insolvency; or

(f) The expiration of a period of sixty (60) days following the consenting by the Company to the appointment, upon the application of a creditor or creditors, of a receiver of itself or of the whole or any part of the trust estate; or of a period of sixty (60) days following the entry of an order, judgment or decree, upon the application of a creditor or creditors, by any court of competent jurisdiction appointing, without the consent of the Company, a receiver of the Company or of the whole or any substantial part of the trust estate; unless during such period such order or appointment of a receiver shall be vacated or stayed on appeal; or

(g) The expiration of a period of sixty (60) days following the approval, by any court of competent jurisdiction, of a petition against the Company in proceedings under the corporate reorganization provisions of the National Bankruptcy Act (as now or hereafter amended), or the assumption, by any court of competent jurisdiction, of jurisdiction, custody or control of the Company or of the whole or any part of the trust estate under the provisions of any other now existing or future bankruptcy or other law providing for the re-

organization, dissolution, liquidation or winding up of corporations on the ground of insolvency, unless during such period such approval shall be withdrawn, proceeding dismissed, or jurisdiction, custody or control relinquished or terminated.

If and so long as any such default shall continue to exist, either the Trustees or the holders of not less than twenty-five per centum (25%) in aggregate principal amount of the bonds at the time outstanding may, by notice in writing given to the Company (and to the Trustees if given by the bondholders) declare the principal of all bonds then outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything in this Indenture or in any of the bonds contained to the contrary notwithstanding.

This provision is subject, however, to the condition that if, at any time after the principal of all the bonds shall have been so declared due and payable, and before any sale of all or any part of the mortgaged property shall have been made, all arrears of interest upon all the bonds, with interest on overdue instalments of interest at the same rates respectively borne by the bonds the interest on which shall be in default, together with the reasonable charges and expenses of the Trustees, their agents and attorneys, and all other sums which may have become due and payable by the Company under this Indenture, other than the principal of such bonds as shall not have become due and payable by their terms or upon call for redemption, shall either be paid by the Company to those entitled thereto (or to the Principal Trustee for their account) or be collected out of the income from or earnings of the trust estate, and all other defaults known to the Trustees under the bonds or under this Indenture shall be made good or be secured to the satisfaction of the Trustees, or provision deemed by the Trustees to be adequate shall be made therefor, or shall have been waived as in §*9.21* provided, then and in every such case the holders of not less than a majority in aggregate principal amount of the bonds then outstanding, by

written notice to the Company and to the Trustees, before any sale of all or any part of the mortgaged property pursuant to the provisions of this *Article 9*, may annul any such declaration and its consequences under this Indenture, or, if in declaring the principal due the Trustees shall have acted without a direction from the holders of not less than a majority in aggregate principal amount of the bonds outstanding at the time of such request, or if the principal was declared due and payable by the holders of not less than twenty-five per centum (25%) in aggregate principal amount of the bonds at the time outstanding, and if there shall not have been theretofore delivered to the Principal Trustee and to the Company written direction to the contrary by the holders of not less than a majority in aggregate principal amount of the bonds then outstanding, then any such declaration and its consequences shall *ipso facto* be deemed to be annulled; but no such waiver or rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon. In event of such waiver the mortgaged property if in the hands of the Trustees or either of them or of a receiver appointed hereunder shall be returned to the Company.

§9.02. The Trustees shall, within ninety (90) days after the occurrence thereof, give to the bondholders, in the manner and to the extent provided in *subsection (c)* of *§6.04*, notice of all defaults known to them, unless such defaults shall have been cured before the giving of such notice (the term "defaults" for the purposes of this Section being hereby defined to be the events specified in *subsections (a), (b), (c), (d), (e), (f)* and *(g)* of *§9.01* not including any periods of grace provided for in said subsections); *provided* that, except in the case of default in the payment of the principal, or premium, if any, of or interest on any of the bonds, or in the payment of any purchase or sinking fund instalment in respect of bonds of any series, any Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors and/or responsible officers, of such Trustee in good faith determines that the withholding of such notice is in the interests of the bondholders.

The Principal Trustee shall promptly give to the Missouri Trustee notice in writing of the occurrence of any default specified in §*9.01* known to it, but the Missouri Trustee shall be under no duty or responsibility with respect to the giving to, or withholding from, the bondholders of notice of any such default.

§9.03. In case one or more of the defaults enumerated in §*9.01* shall exist, then and in each and every such case the Trustees, or either of them, personally or by their attorneys or agents, are hereby authorized and empowered, whether or not the principal of the bonds shall have matured or been declared due, to exercise any one or more of the following remedies, and to do or cause to be done any or all of the following acts and things, namely:

(1) The Trustees, by their agents or attorneys, shall be entitled to enter and take possession of, all the mortgaged property (with the books, papers and accounts of the Company), and to hold, operate and manage the same, and from time to time to make all needful repairs, and such alterations, additions and improvements as to them shall seem wise; and to receive the rents, income, issues and profits thereof and out of the same to pay all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustees, their agents and counsel, and any charges of the Trustees hereunder, and any taxes and assessments and other charges prior to the lien of this Indenture which the Trustees may deem it wise to pay, and all expenses of such repairs, alterations, additions and improvements, and to apply the remainder of the moneys so received by them, first, if none of the bonds is due, to the payment of the instalments of interest which are due and unpaid, in order of their maturity, with interest after maturity at the respective rates borne by the bonds (except as otherwise provided in §*4.02* with respect to extended, pledged and transferred coupons); and next, if the principal of any of said bonds is due, to the payment of said principal and accrued interest thereon *pro rata* without any preference or priority whatever (except as aforesaid). Whenever all that is due upon such bonds and instalments of interest shall have been paid and all other

defaults under this Indenture made good, the Trustees shall surrender possession to the Company, its successors or assigns; the same right of entry, however, to exist upon any subsequent default.

(2) The Trustees, by their agents or attorneys, shall be entitled, with or without entry, to sell, subject to prior liens, if any, then existing thereon or free from such of said liens as they, in their discretion, may elect to discharge, to the highest and best bidder, all or any part or parts of the mortgaged property, and of the right, title, interest, claim and demand of the Company therein and thereto, and the right of redemption thereof, at public auction, at such times and places and upon such conditions as to upset or reserve bids or prices and as to terms of payment and other terms of sale as the Trustees may fix and briefly specify in the notice of sale to be given as hereinafter provided, or as may be required by law, including power and authority to the Trustees to rescind or vary any contract of sale that may be entered into and to resell under the powers herein conferred.

(3) The Trustees may proceed to protect and enforce their rights and the rights of the bondholders under this Indenture by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained in this Indenture, or in aid of the execution of any power granted in this Indenture, or for the foreclosure of this Indenture, or for the enforcement of any other appropriate remedy as the Trustees, being advised by counsel, shall, subject to the provisions of §*13.02* and §*13.03,* deem most effectual to preserve and enforce any of the rights aforesaid.

§9.04. Upon filing a bill in equity or upon other commencement of judicial proceedings by the Trustees or either of them to enforce any right under this Indenture, the Trustees shall be entitled to exercise any and all other rights and powers herein conferred and provided to be exercised by the Trustees upon the occurrence of a default as defined in §*9.01;* and, as a matter of right, without notice or demand and without regard to the adequacy of the security for the bonds,

the Trustees shall be entitled to the appointment of a receiver of the trust estate, and of the tolls, earnings, revenue, rents, issues, profits and other income thereof, with all such powers as the court or courts making such appointment shall confer; but, notwithstanding the appointment of any receiver, the Trustees shall be entitled to retain possession and control of, and to collect and receive the income from, any money, obligations, evidences of indebtedness, and other securities and property deposited or pledged with them hereunder or agreed or provided to be delivered to or deposited or pledged with them hereunder.

§9.05. In the event of any sale under this Article, whether made under the power of sale herein granted or by virtue of judicial proceedings, the whole of the trust estate shall be sold in one parcel and as an entirety, unless such sale as an entirety, in the judgment of the Trustees, shall not be practicable or desirable in the interest of the bondholders, or unless the holders of not less than a majority in aggregate principal amount of the bonds then outstanding shall in writing request the Trustees to cause the trust estate to be sold in parcels, in which case the sale shall be made in such parcels as shall be specified in such request, but, if not so specified, as the Trustees in their discretion shall deem most expedient in the interest of the bondholders. The Company, for itself, its successors and assigns, and for all persons and corporations hereafter claiming through or under it or them or who may at any time hereafter become holders of liens junior to the lien of this Indenture, hereby expressly waives and releases all right to have the trust estate or any part thereof marshalled upon any foreclosure, sale or other enforcement hereof; and the Trustees, or any court in which the foreclosure of this Indenture or the administration of the trusts hereby created is sought, shall have the right as aforesaid to sell the entire trust estate as a whole in a single parcel, unless otherwise required by law.

§9.06. Notice of any sale pursuant to any provision of this Indenture shall state the time when and the place where the same is to be made, shall contain a brief descrip-

tion of the property to be sold, and shall briefly state the terms of sale, and shall be sufficiently given if published once in each of four successive calendar weeks prior to such sale in an authorized newspaper in the City of Chicago, Illinois and in an authorized newspaper in the Borough of Manhattan, The City of New York (in each instance upon any day of the week and in any such newspaper, the first publication to be made not less than thirty (30) days nor more than forty (40) days prior to such sale), and in such other manner as may be required by law.

§9.07. The Trustees may from time to time adjourn any sale to be made by them under the provisions of this Indenture, by announcement at the time and place appointed for such sale or for any adjournment thereof; and without further notice or publication (unless otherwise required by law), they may make such sale at the time and place to which the same shall have been so adjourned.

§9.08. Upon the completion of any sale or sales under or by virtue of this Indenture, the Trustees shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds of conveyance, sale and transfer of all the property sold; and the Trustees, or their successors for the time being, are hereby irrevocably appointed the true and lawful attorneys of the Company, in its name and stead, to make all necessary deeds and conveyances of the property thus sold; and for that purpose they may execute all necessary deeds and instruments of assignment and transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, if so requested by the Trustees, the Company shall ratify and confirm any such sale or transfer by executing and delivering to the Trustees or to such purchaser or purchasers all such instruments as may be necessary or in the judgment of the Trustees proper for the purpose and as may be designated in any such request.

Any such sale or sales made under or by virtue of this Indenture, whether under the power of sale herein granted

or by virtue of judicial proceedings, shall to the extent permitted by law operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company of, in and to the property so sold, and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or who may claim the property sold, or any part thereof, from, through or under the Company, or its successors or assigns.

The receipt of the Trustees or of the court officer conducting any such sale, for the purchase money paid at or under any such sale, shall be a full and sufficient discharge to any purchaser of any property sold as aforesaid; and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

§9.09. The purchase money, proceeds and avails of any such sale, whether made under the power of sale herein granted or pursuant to judicial proceedings, together with any other sums which may then be held by the Trustees or either of them as part of the trust estate or the proceeds thereof, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including the reasonable compensation of the Trustees, their agents, attorneys and counsel, and of all necessary or proper expenses, liabilities and advances made or incurred without negligence or bad faith under this Indenture or in executing any trust or power hereunder, and to the payment of all taxes, assessments or liens superior to the lien of this Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made;

Second. To the payment of the whole amount then

owing and unpaid upon the bonds then outstanding, for principal, and premium, if any, and interest, with interest (if and to the extent permitted by law) on the overdue installments of interest at the same rates, respectively, as were borne by the respective bonds; and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, or of the bonds of any series over the bonds of any other series, ratably according to the aggregate so due for such principal and the accrued and unpaid interest, at the date fixed by the Trustees for the distribution of such moneys, *subject, however,* to the provisions of §*4.02,* and any balance then remaining to the payment ratably of any such premiums; but only upon presentation of the several bonds and coupons, and stamping such payment thereon if partly paid, and upon surrender and cancellation thereof, if fully paid; and

Third. To the payment of the surplus, if any, to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

§9.10. In case of any sale of the trust estate, or any part thereof, under this Article, whether made under the power of sale herein granted, or by virtue of judicial proceedings, the principal of and accrued interest on all the bonds then outstanding, if not already due, shall immediately become due and payable, anything in the bonds or in this Indenture to the contrary notwithstanding.

In case of any sale as aforesaid of the trust estate or any part thereof, any purchaser shall be entitled, for the purpose of making settlement or payment for the property purchased, to use and apply any bonds then outstanding and any matured and unpaid coupons and claims for sums payable out of the net proceeds of such sale to the holder of such bonds and coupons and claims for interest, subject to the provisions of §*4.02,* as his ratable share of such net

proceeds; and thereupon such purchaser shall be credited, on account of such purchase price, with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, the bonds and coupons and claims for interest so used and applied; and at any such sale, any bondholder may bid for and purchase the property offered for sale, may make payment on account thereof as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor.

§9.11. The Company covenants that

(1) in case it shall fail to pay interest on any bond, for a period of sixty (60) days after such interest shall have become due and payable; or

(2) in case it shall fail to pay the principal, or premium, if any, of any bond when and as the same shall become due and payable, whether by the terms thereof or otherwise as herein provided,

then, and upon demand of the Principal Trustee, the Company will pay to the Principal Trustee at its office for the benefit of the holders of the bonds and coupons then secured hereby, the whole amount due and payable on all such bonds and coupons, for principal, premium (if any) and interest, including the redemption price of any bonds called for redemption, with interest upon the overdue principal and premium and (if and to the extent permitted by law) overdue installments of interest at the same rates, respectively, as were borne by the respective bonds; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustees, in their own names, and as trustees of an express trust, shall be entitled to recover judgment against the Company, or any other obligor upon the bonds for the whole amount so due and unpaid.

The Trustees shall be entitled and empowered either in their own names and as trustees of an express trust, or as attorneys-in-fact for the bearers or registered owners of the bonds and coupons, or in any one or more such capacities, to make and file such proofs of debt, amend-

ments to proofs of debt, claims, petitions or other documents as may be necessary or advisable in order to have the claims of the bearers or registered owners of the bonds and coupons allowed in any equity receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization or other proceeding involving any distribution of the assets of the Company or any other obligor upon the bonds to its creditors.

The Trustees are hereby irrevocably appointed (and the successive respective bearers or registered owners of the bonds and coupons issued hereunder, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustees) the true and lawful attorneys-in-fact of the respective bearers and registered owners of the bonds and coupons issued hereunder, with authority to make and file in any judicial proceeding, either in the respective names of the bearers and registered owners of the bonds and/or coupons, or on behalf of all the bearers and registered owners of the bonds and/or coupons as a class (subject to deduction from any such claim of the amounts of any claims filed by any of the bearers and registered owners of the bonds and/or coupons themselves), any proof of debt, amendment to proof of debt, claim, petition or other document; to receive payment of any sums becoming distributable on account thereof; and to execute any other papers and documents and to do and perform any and all such acts and things as may be necessary or advisable in the opinion of the Trustees in order to have the respective claims of the bearers and registered owners of the bonds and/or coupons against the Company or any other obligor upon the bonds allowed in any equity receivership, insolvency, bankruptcy, liquidation, or other proceedings to which the Company or any such other obligor shall be a party or which relates to the Company or any such other obligor, or to the creditors or property of the Company or any such other obligor. The Trustees shall have full power of substitution and delegation in respect of any such powers.

Nothing herein shall be deemed, however, to give power to the Trustees or either of them to vote the claims of the holders of the bonds or coupons in any such proceedings,

or to accept or consent to any plan of reorganization, readjustment, arrangement, or composition or other like plan, or by other action of any character in any such proceeding to waive or change any right of any holder of the bonds or coupons.

The Trustees shall be entitled to recover judgment or make or file proof of debt as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture, and the right of the Trustees to recover such judgment or make such proof of debt shall not be affected by any entry or sale hereunder or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof. In case of a sale of the mortgaged property and of the application of the proceeds of sale to the payment of the bonds, the Trustees, in their own names and as trustees of an express trust, shall be entitled to enforce payment of, and to receive, all amounts then remaining due and unpaid upon any and all of the bonds and coupons then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment or make or file proof of debt for any portion of the same remaining unpaid, with interest as aforesaid. No recovery of any such judgment by the Trustees or any attachment or levy of execution under any such judgment upon the trust estate or any part thereof, or upon any other property, nor any such proof of debt, shall in any manner or to any extent affect the lien of this Indenture upon the mortgaged property or any part thereof or any lien, rights, powers or remedies of the Trustees or either of them hereunder or of the holders of the bonds; but such lien, rights, powers and remedies shall continue unimpaired as before.

All moneys collected by the Trustees or either of them under this Section shall be applied as follows:

First. To the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, the reasonable compensation of the Trustees, their agents, attorneys and counsel and of necessary or proper expenses, liabilities and advances made or

incurred by the Trustees or either of them, without negligence or bad faith, under this Indenture or in executing any trust or power hereunder; and

Second. To the payment of the amounts then due and unpaid upon the bonds for principal, premium (if any) and interest in respect whereof such moneys shall have been collected, ratably and without any preference or priority of any kind (except as provided in §*4.02*) according to the amounts due and payable upon such bonds and for interest, respectively, to the date fixed by the Trustees for the distribution of such moneys, upon presentation of the several bonds and coupons, if any, and stamping such payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid.

§9.12. The Trustees or either of them shall have power to institute and to maintain such suits and proceedings as the Trustees being advised by counsel may deem necessary or expedient to prevent any impairment of the security hereunder by any acts of the Company, or of others, which are in violation of this Indenture or unlawful, or as the Trustees being advised by counsel may deem necessary or expedient to preserve or protect their interests and the interests of the bondholders in respect of the trust estate, and in respect of the income, earnings, issues and profits arising therefrom, including the power to institute and to maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative, municipal or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of, compliance with, or observance of, such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the bondholders or of the Trustees.

§9.13. Upon failure of the Company so to do, either any Trustee, in its discretion, or the holders of not less than twenty-five per centum (25%) in aggregate principal amount of the bonds then outstanding, may make any payment (other than of the principal, premium (if any), interest and/or any

sinking or purchase fund in respect of the bonds of any series) which the Company by any provision of this Indenture agrees to make, or cause to be made, and the Company covenants and agrees that it will forthwith repay to any Trustee or to the bondholders all moneys which such Trustee or the bondholders shall so pay, and will pay interest thereon from the date of such payment by any Trustee or the bondholders until the repayment thereof, at the current rate for time loans; and until so paid such advances shall be secured by a lien under and by virtue of this Indenture upon the trust estate, in preference to the bonds and coupons issued hereunder. No such payment by any Trustee or by the bondholders shall be deemed to relieve the Company from the consequence of any default hereunder.

§9.14. The Company and any one claiming through or under it will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Indenture or the absolute sale of the trust estate or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Company, for itself and all who may claim through or under it, so far as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

If any law in this Section referred to and now in force, of which the Company or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this Section.

§9.15. The personal property and chattels mortgaged, pledged, and transferred pursuant to the provisions hereof, or intended so to be, both those now held and those hereafter acquired, shall be deemed real estate for all the pur-

poses of this Indenture and shall be held and taken to be fixtures and appurtenances of the Company's real estate and, in case of a foreclosure sale of the property hereunder whether by legal process, judicial sale or under the powers hereof or otherwise, the same may be sold therewith and in the same manner and not separate therefrom, except as herein otherwise provided.

§9.16. Anything in this Indenture to the contrary notwithstanding, the holders of not less than a majority in aggregate principal amount of the bonds at the time outstanding shall, if they so elect and manifest such election by an instrument or concurrent instruments in writing executed and delivered to the Principal Trustee, have the right (1) to require the Trustees to proceed to enforce the lien of this Indenture, either by suit or suits at law or in equity for the enforcement of the payment of the bonds then outstanding hereunder and for the foreclosure of this Indenture and for the sale of the trust estate under the judgment or decree of a court of competent jurisdiction, or at the election of the Trustees, by exercise of their powers with respect to entry or sale, and (2) to direct and control the time, method and place of conducting any and all proceedings hereby authorized for any sale of the trust estate, or any adjournment thereof, or for the foreclosure of this Indenture, or for the appointment of a receiver, or any other action or proceeding hereunder instituted by the Trustees or either of them, *provided, however,* that such direction shall not be otherwise than in accordance with the provisions of law and this Indenture, and neither of the Trustees shall be responsible to any one for any action taken or omitted by it in good faith and without negligence pursuant to any such direction; and *provided further,* that subject to the provisions of §*13.02* and §*13.03,* the Trustees shall have the right to decline to follow any such direction if the Trustees shall be advised by counsel that the action or proceeding so directed may not lawfully be taken or if the Trustees in good faith shall by responsible officers determine that the action or proceeding so directed would involve the Trustees in personal liability or be unjustifiably prejudicial to the non-assenting bondholders, or that they will not

be sufficiently indemnified for any expenditures in any action or proceeding so directed.

§9.17. No holder of any bond or coupon issued hereunder shall have the right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture, or for the execution of any trust or power hereof, or for the appointment of a receiver, or for the enforcement of any other remedy under or upon this Indenture, unless

(1) such holder shall have previously given to the Principal Trustee written notice of some existing default, as hereinbefore provided;

(2) the holders of not less than a majority in aggregate principal amount of the bonds at the time outstanding shall, after the right to exercise such powers, or right of action, as the case may be, shall have accrued, have requested the Principal Trustee in writing to act;

(3) such holder or holders shall have offered to the Trustees security and indemnity satisfactory to them against the costs, expenses and liabilities to be incurred therein or thereby, without negligence or bad faith; and

(4) the Trustees shall have refused or neglected to comply with such request for a period of sixty (60) days.

Such notification, request and offer of indemnity are hereby declared, at the option of the Trustees, but subject to the provisions of §*13.02* and §*13.03,* to be conditions precedent to the execution by them of the powers and trusts of this Indenture and to the exercise by them of any action or cause of action or remedy hereunder.

Notwithstanding any other provision of this Indenture, the right of any holder of any bond, which is absolute and unconditional, to receive payment of the principal of and interest on such bond, on or after the due date thereof as therein expressed, or to institute suit for the enforcement of any such payment on or after such due date, or

the obligation of the Company, which is also absolute and unconditional, to pay the principal of and interest on each of the bonds to the respective holders thereof at the time and place in said bonds and the appurtenant coupons expressed, shall not be impaired or affected without the consent of such holder.

§9.18. The Company, by vote of its Board of Directors, may waive any period of grace provided for in this *Article 9.*

§9.19. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustees or either of them or to the holders of the bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and the employment of any remedy hereunder or otherwise shall not prevent the concurrent employment of any other appropriate remedy or remedies.

§9.20. No delay or omission of the Trustees or either of them or of any holder of bonds to exercise any right or power arising upon the happening of any default (as defined in *§9.01)* shall impair any right or power or shall be construed to be a waiver of any such default or an acquiescence therein, nor shall the action of the Trustees or either of them, or of the bondholders, in case of any default and the subsequent waiver of such default, affect or impair the rights of the Trustees or either of them, or of such holders, in respect of any subsequent default on the part of the Company or impair any right resulting therefrom; and every right, power and remedy given by this Article to the Trustees or either of them, or to the bondholders, respectively, may, subject to the provisions of *§9.17,* be exercised from time to time and as often as may be deemed expedient by the Trustees or either of them, or by the bondholders.

All rights of action under this Indenture (including the making and filing of proofs of debt, and taking any action necessary or advisable in order to have the claims of bearers

and registered owners of bonds allowed in any proceedings) may be enforced by the Trustees or either of them without the possession of any of the bonds or coupons or the production thereof on the trial or other proceedings, and any such suit or proceedings instituted by the Trustees or either of them shall be brought in its or their name or names.

§9.21. Anything elsewhere in this Indenture to the contrary notwithstanding, the holders of seventy-five per centum (75%) or more in aggregate principal amount of the bonds then outstanding (including, if more than one series of bonds be at the time outstanding, not less than sixty per centum (60%) in aggregate principal amount of the bonds of each such series) may, by written instrument or instruments, signed by such bondholders and delivered to the Principal Trustee and to the Company, waive any past default hereunder and its consequences, except a default in the payment of the principal of, premium, if any, or interest on any of the bonds as and when the same shall become due by the terms of such bonds and except a default arising from the creation of any lien prior to or on a parity with the lien of this Indenture, and upon such waiver such default shall be deemed not to exist for any purpose of this Indenture.

§9.22. All of the rights, remedies and powers provided for in this *Article 9* may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law in the premises, and all of the provisions of this *Article 9* are intended to be subject to all applicable mandatory provisions of law that may be controlling in the premises and to be limited to the extent necessary in order that they shall not render this Indenture invalid or unenforceable in whole or in part or prevent the recording or filing thereof under the provisions of any applicable law.

ARTICLE 10

Evidence of Rights of Bondholders and Ownership of Bonds

§10.01. Any request, notice, declaration or other instrument, which this Indenture may require or permit to be signed and executed by the bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney, or of the holding by any person of the bonds or coupons appertaining thereto, may be accepted by the Company or by any Trustee, as sufficient for any purpose of this Indenture if made in the following manner:

(*a*) The fact and date of the execution by any person of such request or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction wherein he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution;

(*b*) The amount of bonds transferable by delivery held by any person executing such request or other instrument as a bondholder, and the series and serial numbers thereof and the date of his holding the same, may be proven by a certificate executed by any trust company, bank, banker or other depositary wherever situated, if such certificate shall be deemed by the Principal Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depositary, the bonds described in such certificate, and such holding may be deemed by the Trustees and the Company to continue until written notice to the contrary is served upon the Principal Trustee. The Company and the Trustees may nevertheless in their

separate discretion require further proof in cases where they deem further proof desirable. The ownership of registered bonds (whether fully registered, or registered as to principal only) shall be proved by the registry books.

Any request, notice, consent or vote of the holder of any bond shall bind all future holders of the same bond or any bond or bonds issued in lieu thereof, in respect of anything done or suffered by the Company or by any Trustee in pursuance thereof or in reliance thereon.

§10.02. The Company and the Trustees and any paying agent may deem and treat the bearer of any coupon bond outstanding hereunder, which shall not at the time be registered in the name of the owner thereof as hereinbefore authorized, and the bearer of any coupon for interest on any such bond, whether such bond shall be registered or not, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

The Company and the Trustees may deem and treat the person in whose name any fully registered bond without coupons outstanding hereunder shall be registered upon the books of the Company as hereinbefore provided, as the absolute owner of such bond for the purpose of receiving payment of or on account of the principal of and interest on such bond and for all other purposes, and they may deem and treat the person in whose name any coupon bond shall be so registered as to principal as the absolute owner thereof for the purpose of receiving payment of or on account of the principal thereof and for all other purposes, except to receive payment of interest represented by outstanding coupons; and all such payments so made to any such registered owner or upon his order, shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

Neither the Company nor the Trustees shall be bound to recognize any person as the holder of a bond outstanding hereunder unless and until his bond is submitted for inspection, if required, and title thereto satisfactorily established, if disputed, except as may otherwise be provided by regulations made under §*15.03*.

ARTICLE 11

Immunity of Incorporators, Stockholders, Officers and Directors

No recourse under or upon any obligation, covenant or agreement contained in this Indenture, or in any bond or coupon hereby secured, shall be had against any incorporator, stockholder, subscriber to capital stock, officer or director, as such, former, present or future, of the Company, or of any successor corporation, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution, statute, contract of subscription, or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company, based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders); it being expressly agreed and understood that this Indenture, and the obligations hereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, the incorporators, stockholders, subscribers to capital stock, officers or directors, as such, of the Company, or of any successor corporation, or any of them, on account of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any of the bonds or coupons hereby secured, or implied therefrom, and that any and all such personal liability of every name and nature, and any and all such rights and claims against every such incorporator, stockholder, subscriber to capital stock, officer or director, as such, whether arising at common

law or in equity, or created by constitution, statute, contract of subscription, or otherwise, are expressly released and waived as a condition of, and as part of the consideration for, the execution of this Indenture and the issue of the bonds and interest obligations secured hereby.

ARTICLE 12

Effect of Merger, Consolidation, Etc.

§12.01. Nothing in this Indenture or in any bond outstanding hereunder shall prevent any consolidation or merger of the Company or of any successor company with or into which it has been lawfully consolidated or merged, with or into any corporation having corporate authority to carry on the business mentioned in §*1.05,* or any conveyance, transfer or lease, subject to this Indenture, of the mortgaged property as an entirety or substantially as an entirety to any corporation lawfully entitled to acquire or lease and operate the same; or to prevent successive similar consolidations, mergers, conveyances, transfers and leases to which the Company or its successor or successors shall be a party or parties; *provided, however,* and the Company covenants and agrees, that every such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the lien, efficiency or security of this Indenture, or any of the rights or powers of the Trustees or the bondholders hereunder; *and provided further* that any such lease shall be made expressly subject to immediate termination by the Company or by the Trustees at any time during the continuance of a default hereunder, and also by the purchaser of the property so leased at any sale thereof hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings; and *provided further* that, upon any such consolidation, merger, conveyance or transfer, or upon any such lease the term of which extends beyond the date of maturity of any of the bonds then outstanding hereunder, the due and punctual payment of the principal of and interest on all of said bonds according to their tenor, and the due and punctual performance and

observance of all the covenants and conditions of this Indenture to be kept or performed by the Company, shall be assumed by the corporation formed by such consolidation or into which such merger shall have been made, or acquiring the mortgaged property as aforesaid, or by the lessee under any such lease the term of which extends beyond the date of maturity of the bonds secured hereby; and *provided further,* that no such consolidation, merger, conveyance, transfer or lease shall be made except upon such terms as shall fully preserve and protect the then existing franchises of the Company, subject, however, to the provisions of *subdivision (3)* of §*8.05.*

§12.02. In case the Company, pursuant to §*12.01,* shall be consolidated with or merged into any other corporation, or shall convey or transfer, subject to the lien of this Indenture, the mortgaged property as aforesaid, the successor corporation formed by such consolidation, or into which the Company shall have been merged, or which shall have received a conveyance or transfer as aforesaid—upon executing and causing to be recorded a supplemental indenture with the Trustees, satisfactory to the Trustees, whereby such successor corporation shall assume and agree to pay, duly and punctually, the principal and interest of the bonds issued hereunder in accordance with the provisions of said bonds and coupons and this Indenture, and shall agree to perform and fulfill all the covenants and conditions of this Indenture binding upon the Company—shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the mortgagor company, and without prejudice to the generality of the foregoing, such successor corporation thereupon may cause to be executed, authenticated and delivered, either in its own name or in the present name of the Company or its name as lawfully changed, such bonds as could or might have been executed, issued and delivered by the Company under any provision of this Indenture, and upon the order of such successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this Indenture prescribed, concerning the authentication and delivery of bonds, the Principal Trustee shall authenticate and deliver any of

such bonds which shall have been previously signed and delivered by the officers of the Company to the Principal Trustee for authentication, and any of such bonds which such successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be executed and deliver to the Principal Trustee for such purpose and such successor corporation shall have and may exercise in respect of the issue of bonds on the basis of property additions, cash or prior lien bonds and subject to all the terms, conditions and restrictions in this Indenture prescribed applicable thereto, whether as to withdrawal of cash or otherwise, the same powers and rights which the Company might or could exercise had it acquired such property additions, cash or prior lien bonds, by purchase on or after the date of such consolidation, merger, conveyance or transfer and had such consolidation, merger, conveyance or transfer not occurred. All the bonds so issued shall in all respects have the same legal right and security as the bonds theretofore issued in accordance with the terms of this Indenture as if all of said bonds had been authenticated and delivered at the date of the execution hereof. *Provided, however,* that as a condition precedent to the execution by such successor corporation and the right of such successor corporation to procure the authentication and delivery by the Principal Trustee of any such additional bonds in respect of the construction or acquisition by the successor corporation of improvements, extensions and additions to the mortgaged property or plants or properties additional thereto, the supplemental indenture with the Trustees to be executed and caused to be recorded by the successor corporation as in this §*12.02* provided shall contain a conveyance or transfer and mortgage in terms sufficient to include and subject to the lien of this Indenture the properties and franchises described in *subdivisions (1), (2)* and *(3)* of §*12.03,* and *provided further,* that the lien created thereby shall have similar force, effect and standing as the lien of this Indenture would have if the Company should not be consolidated with or merged into such other corporation or should not convey or transfer, subject to this Indenture, the mortgaged property as aforesaid, to such successor corporation and should itself acquire or construct all said property and request the

authentication and delivery of bonds under the provisions of this Indenture in respect thereof; but the inclusion in said supplemental indenture of such conveyance or transfer and mortgage shall not (except as may be required in any opinion of counsel called for by the applicable provisions hereof) be a condition precedent to the exercise hereunder by such successor corporation of the other powers and rights conferred upon the Company, including the right to procure the withdrawal of cash or the release of property upon the basis of property additions.

Subject to the provisions of §*13.02* and §*13.03,* the Trustees may receive the opinion of counsel (who may be of counsel to the Company) as conclusive evidence that any such supplemental indenture, or any such merger, consolidation, conveyance, transfer or lease, complies with the conditions and provisions of this Article.

§12.03. In case the Company, pursuant to §*12.01,* shall be consolidated with or merged into any other corporation, or shall convey or transfer, subject to this Indenture, the mortgaged property as aforesaid, neither this Indenture nor the supplemental indenture with the Trustees to be executed and caused to be recorded as provided in §*12.02,* shall become and be a lien upon any of the properties and franchises of the successor corporation except those acquired by it from the Company and except:

(1) All betterments, extensions, improvements, additions, repairs, renewals, replacements, substitutions and alterations to, upon, for and of the mortgaged property and all property (including rights, franchises, licenses, easements, leases and contracts) held or acquired for use or used upon or in connection with or appertaining to the mortgaged property or any part thereof;

(2) All property made the basis of the withdrawal of cash or the release of property from the lien of this Indenture, and all property acquired or constructed with the proceeds of any insurance on any part of the mortgaged property or with the proceeds of any part of the mortgaged property released from the lien of this Indenture or taken by the exercise of the power of eminent domain; and

(3) All property acquired in pursuance of the covenants herein contained to maintain and preserve and keep the mortgaged property in good repair, working order and condition, or in pursuance of some other covenant or agreement herein contained to be kept or performed by the Company.

§12.04. The word "Company" whenever used in this Indenture shall include such successor corporation so complying with the provisions hereof, and in such case the certificates or resolutions of the Board of Directors or officers of the Company required by the provisions of this Indenture may be made by like officials of such successor corporation.

Any net earnings certificate, as provided in §*3.05*, executed on behalf of such successor corporation shall, however, relate and be limited to the earnings of the mortgaged property, and the provisions of §*4.10* shall relate and be limited to the mortgaged property and the earnings thereof.

§12.05. At any time prior to the exercise of any power by this *Article 12* reserved to the Company or a purchasing or successor corporation, the Company may surrender any such power by delivering to the Principal Trustee an instrument in writing executed by its President or a Vice-President under its corporate seal attested by its Secretary or an Assistant Secretary, accompanied by the affidavit of its Secretary or an Assistant Secretary that the execution of such instrument was duly authorized by the vote of two-thirds of its Board of Directors, and thereupon the power so surrendered shall cease.

ARTICLE 13

Concerning the Trustees

§13.01. There shall at all times be a Principal Trustee hereunder which shall be a bank or trust company eligible under §*4.08* and having a combined capital and surplus of at least $2,000,000. If the Principal Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to in §*4.08*, then for the purpose of this §*13.01* the

combined capital and surplus of the Principal Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Principal Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in §*13.14*.

§13.02. The Trustees hereby accept the trust hereby created. The Trustees undertake, prior to default and after the curing of all defaults which may have occurred, to perform such duties and only such duties as are specifically set forth in this Indenture, and in case of default (which has not been cured) to exercise such of the rights and powers vested in them by this Indenture, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Either Trustee, upon receipt of evidence furnished to it by or on behalf of the Company pursuant to any provision of this Indenture, shall examine the same to determine whether or not such evidence conforms to the requirements of this Indenture.

For the purposes of this §*13.02* and of §*13.03*, a default shall be deemed cured when the act or omission or other event giving rise to such default shall have been cured, remedied or terminated. If a default is waived as provided in §*9.21*, such default shall be deemed to have been cured.

§13.03. No provision of this Indenture shall be construed to relieve a Trustee from liability for its own negligent action, its own negligent failure to act, or its own wilful misconduct, except that

(a) prior to the occurrence of a default hereunder and after the curing of all defaults which may have occurred, a Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against a Trustee, but the duties and obligations of a Trustee, prior to

default and after the curing of all defaults which may have occurred, shall be determined solely by the express provisions of this Indenture;

(b) prior to the occurrence of a default hereunder and after the curing of all defaults which may have occurred, and in the absence of bad faith on the part of such Trustee, a Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions conforming to the requirements of this Indenture;

(c) a Trustee shall not be personally liable for any error of judgment made in good faith by a responsible officer or officers of such Trustee, unless it shall be proved that such Trustee was negligent in ascertaining the pertinent facts; and

(d) a Trustee shall not be personally liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in aggregate principal amount of the bonds at the time outstanding (such percentage being determined as provided in §*1.03)* relating to the time, method and place of conducting any proceeding for any remedy available to a Trustee or exercising any trust or power conferred upon a Trustee under this Indenture.

§13.04. The recitals contained herein and in the bonds shall be taken as the statements of the Company, and the Trustees and each of them assume no responsibility for the correctness of the same. The Trustees and each of them make no representations as to the value of the mortgaged and pledged property or any part thereof, or as to the title of the Company thereto, or as to the validity or adequacy of the security afforded thereby and by this Indenture, or as to the validity of this Indenture or of the bonds or coupons issued hereunder.

§13.05. A Trustee shall not be personally liable in case of entry by it upon the mortgaged and pledged property

for debts contracted or liability or damages incurred in the management or operation of said property.

§13.06. To the extent permitted by §*13.02* and §*13.03:*

(1) A Trustee may rely and shall be protected in acting upon any resolution, certificate, opinion, notice, request, consent, order, appraisal, report, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(2) A Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel; and

(3) A Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or power conferred upon it by this Indenture.

§13.07. A Trustee shall not be under any responsibility for the selection or approval of any engineer, accountant or other expert for any of the purposes expressed in this Indenture, except that nothing in this §*13.07* contained shall relieve a Trustee of its obligation to exercise reasonable care with respect to the selection or approval of independent experts who may furnish opinions or certificates to such Trustee pursuant to any provision of this Indenture.

Nothing contained in this §*13.07* shall be deemed to modify the obligation of the Trustees and each of them to exercise after default the rights and powers vested in them by this Indenture with the degree of care and skill specified in §*13.02.*

None of the provisions in this Indenture contained shall require the Trustees, or either of them, to advance or expend or risk their own funds or otherwise incur personal financial liability in the performance of any of their duties or in the exercise of any of their rights or powers, if there is reasonable ground for believing that the repayment of such funds

or liability is not reasonably assured to them by the security afforded to them by the terms of this Indenture.

§13.08. Subject to the provisions of §*13.14* and §*13.15,* a Trustee or any paying agent may buy, sell or deal in the bonds and coupons, and other securities of the Company, or any obligor upon the bonds, and may engage or be interested in any financial or other transaction with the Company, or any obligor on the bonds, as freely as if it were not a Trustee or paying agent hereunder.

§13.09. Subject to the provisions of the last paragraph of §*4.04,* all moneys received by any Trustee, whether as Trustee or paying agent, shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law. Any Trustee may allow and credit to the Company interest on any moneys received by it hereunder at such rate, if any, as may be agreed upon with the Company from time to time and as may be permitted by law.

§13.10. The Company covenants and agrees to pay to the Trustees from time to time, and the Trustees shall be entitled to, reasonable compensation for all services rendered by them in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustees, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Company will reimburse the Trustees or either of them for all advances made by the Trustees or either of them in accordance with any of the provisions of this Indenture and will pay to the Trustees from time to time their expenses and disbursements, including the reasonable compensation and the expenses and disbursements of their counsel and of all persons not regularly in their employ. The Company also covenants to indemnify each Trustee for, and to hold each Trustee harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of such Trustee, arising out of or in connection with the acceptance or ad-

ministration of this trust, including the costs and expenses of defending against any claim of liability in the premises. The Company further covenants and agrees to pay interest at the current rate for time loans upon all amounts paid, advanced or disbursed by any Trustee for which such Trustee is entitled to reimbursement or indemnity as herein provided. The obligations of the Company to the Trustees under this §*13.10* shall constitute additional indebtedness hereunder. Such additional indebtedness shall be secured by a lien prior to that of the bonds upon the trust estate, including all property or funds held or collected by the Trustees or either of them as such.

§13.11. In order further to assure the Trustees that they will be compensated and reimbursed as provided in §*13.10* and that the prior lien provided for in §*13.10* upon the trust estate to secure the payment of such compensation and reimbursement will be enforced for the benefit of the Trustees, all parties to this Indenture agree, and each holder or owner of any bond by his acceptance thereof shall be deemed to have agreed that in the event of

(1) the adjudication of the Company as a bankrupt by any court of competent jurisdiction,

(2) the filing of any petition seeking the reorganization of the Company or other similar relief under the Federal Bankruptcy Laws or any other applicable law or statute of the United States of America or of any State thereof,

(3) the appointment of one or more trustees or receivers of all or substantially all of the property of the Company,

(4) the filing of any bill to foreclose this Indenture,

(5) the filing by the Company of a petition to take advantage of any insolvency act, or

(6) the institution of any other proceeding wherein it shall become necessary or desirable to file or present claims against the Company,

the Trustees may file from time to time in any such proceeding or proceedings one or more claims, supplemental claims

and amended claims as secured creditors for their reasonable compensation for all services rendered by them (including services rendered during the course of any such proceeding or proceedings) and for reimbursement of all expenses, liabilities and advances (including the reasonable compensation and the expenses and disbursements of their counsel and of all persons not regularly in their employ) made or incurred by them or either of them in the execution of the trusts created by this Indenture and in the exercise and performance of any of the powers and duties of the Trustees under this Indenture and for all amounts to which a Trustee is entitled as indemnity as provided in §*13.10;* and the Trustees and their counsel and agents may file, in any such proceeding or proceedings, applications or petitions for compensation for such services rendered, and for reimbursement for such expenses, liabilities, indemnity and advances. The claim or claims of the Trustees filed in any such proceeding or proceedings shall be reduced by the amount of compensation for services, and reimbursement for expenses, liabilities and advances paid to them following final allowance to them and to their counsel and agents by the court in any such proceeding as an expense of administration or in connection with a plan of reorganization or readjustment. Each holder of any bond shall be deemed to have agreed that to the extent that an allowance out of the estate in any such proceeding with respect to such reasonable compensation, expenses, liabilities, indemnity and advances may be denied to the Trustees or to their counsel or other agents for any reason, the court may nevertheless allow such claim, as supplemented and amended, in any such proceeding, and for the purposes of any plan of reorganization, readjustment, arrangement or composition or other like plan, may classify the Trustees as secured creditors of a class separate and distinct from that of other creditors and of a class having priority over the class in which the holders of bonds are placed, and that the Trustees also, for the purposes of such claim, in priority to the holders of the bonds,

(a) shall be entitled to receive and collect such claim out of all distributions of securities, dividends or other

disbursements which would otherwise be made to the holders of the bonds in any such proceeding, and

(b) shall have a lien upon all securities and other considerations to which the holders of the bonds may become entitled pursuant to any such plan in any such proceeding,

and the Court may determine the method and conditions under which any such distributions may be made and such lien enforced.

§13.12. Whenever in the administration of the trusts of this Indenture, prior to a default hereunder, the Trustees or either of them shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, subject to the provisions of *§13.02* and *§13.03,* be deemed to be conclusively proved and established by a certificate of the Company delivered to the Principal Trustee, and such certificate shall be full warrant to the Trustees for any action taken or suffered by them under the provisions of this Indenture upon the faith thereof.

§13.13. Whenever it is provided in this Indenture that the Trustees or either of them shall take any action upon the happening of a specified event or upon the fulfillment of any condition or upon the request of the Company or of bondholders, the Trustee or Trustees taking such action shall have full power to give any and all notices and to do any and all acts and things incidental to such action.

§13.14. (a) If any Trustee has or acquires any conflicting interest, as defined by *subsection (c)* of this Section, such Trustee shall within ninety (90) days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign by giving written notice to the Company, but such resignation shall not become effective until the appointment of a successor trustee and such successor's acceptance of such appointment. In case of the resignation of the Principal Trustee, such resignation shall

be made in the manner and with the effect specified in this §*13.14,* and in the case of the resignation of the Missouri or any Additional Trustee, such resignation shall be made in the manner and with the effect specified in §*13.19.* The Company covenants to take prompt steps to have a successor appointed in the manner hereinafter provided in §*13.18* or §*13.19.* Upon giving such notice of resignation, the resigning Trustee shall publish notice thereof in an authorized newspaper in each city in which the principal of any of the bonds shall be payable, once in each of three (3) successive calendar weeks, in each case on any business day of the week. If the resigning Trustee fails to publish such notice within ten (10) days after giving written notice of its resignation to the Company, the Company shall publish such notice.

(b) In the event that the Principal Trustee shall fail to comply with the provisions of the preceding *subsection (a)* of this Section, it shall within ten (10) days after the expiration of such ninety (90) day period transmit notice of such failure to the bondholders, in the manner and to the extent provided in *subsection (c)* of §*6.04* with respect to reports pursuant to *subsection (a)* of §*6.04;* in the event that the Missouri or any Additional Trustee shall fail to comply with the provisions of the preceding *subsection (a)* of this Section, such Trustee shall within ten (10) days after the expiration of such ninety (90) day period notify the Company and the Principal Trustee in writing of such failure and thereupon such Missouri or Additional Trustee shall forthwith *ipso facto* cease to be a Trustee hereunder.

Subject to the provisions of §*17.04* any bondholder who has been a *bona fide* holder of a bond or bonds for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of any Trustee and the appointment of a successor, if such Trustee fails, after written request therefor by such holder, to comply with the provisions of *subsection (a)* of this Section.

(c) For the purposes of this Section, a Trustee shall be deemed to have a conflicting interest if—

(1) such Trustee is trustee under another indenture under which any other securities, or certificates of

interest or participation in any other securities, of an obligor upon the bonds are outstanding, unless such other indenture is a collateral trust indenture under which the only collateral consists of bonds issued under this Indenture, *provided* that there shall be excluded from the operation of this paragraph any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of an obligor upon the bonds are outstanding, if the Company, pursuant to Section 310(b) of the Trust Indenture Act of 1939, shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that the trusteeship under this Indenture and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify such Trustee from acting as such under one of such indentures;

(2) such Trustee or any of its directors or executive officers is an obligor upon the bonds or an underwriter for such an obligor;

(3) such Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with an obligor upon the bonds or an underwriter for such an obligor;

(4) such Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of an obligor upon the bonds, or of an underwriter (other than such Trustee itself) for such an obligor who is currently engaged in the business of underwriting, except that (A) one individual may be a director and/or an executive officer of such Trustee and a director and/or an executive officer of such obligor, but may not be at the same time an executive officer of both such Trustee and of such obligor; (B) if and so long as the number of directors of such Trustee in office is more than nine, one additional individual may be a director and/or an executive officer of such Trustee and a director of such obligor; and

(C) such Trustee may be designated by any such obligor or by any underwriter for any such obligor to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent or depositary or in any other similar capacity, or subject to the provisions of *paragraph (1)* of this *subsection (c)*, to act as trustee whether under an indenture or otherwise;

(5) ten per centum (10%) or more of the voting securities of such Trustee is beneficially owned either by an obligor upon the bonds or by any director, partner or executive officer thereof, or twenty per centum (20%) or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or ten per centum (10%) or more of the voting securities of such Trustee is beneficially owned either by an underwriter for any such obligor or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as in this *subsection (c)* defined, (A) five per centum (5%) or more of the voting securities, or ten per centum (10%) or more of any other class of security, of an obligor upon the bonds, not including the bonds issued under this Indenture and securities issued under any other indenture under which such Trustee is also trustee, or (B) ten per centum (10%) or more of any class of security of an underwriter for any such obligor;

(7) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as in this *subsection (c)* defined, five per centum (5%) or more of the voting securities of any person who, to the knowledge of such Trustee, owns ten per centum (10%) or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, an obligor upon the bonds;

(8) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as in this *subsection (c)* defined, ten per centum (10%) or more of any class of security of any person who, to the knowledge of such Trustee, owns fifty (50) per centum or more of the voting securities of an obligor upon the bonds; or

(9) such Trustee owns, on May 15 in any calendar year, beginning with the calendar year 1945, in the capacity of executor, administrator, testamentary or *inter vivos* trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of twenty-five per centum (25%) or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under *paragraphs (6), (7)* or *(8)* of this *subsection (c)*. As to any such securities of which such Trustee acquired ownership through becoming executor, administrator or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of two (2) years from the date of such acquisition, to the extent that such securities included in such estate do not exceed twenty-five per centum (25%) of such voting securities or twenty-five per centum (25%) of any such class of security. Promptly after May 15, in each calendar year, such Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of such May 15. If the Company or any other obligor fails to make payment in full of principal or interest upon the bonds when and as the same becomes due and payable, and such failure continues for thirty (30) days thereafter, such Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such thirty-day period, and after such date, notwithstanding the foregoing provisions of this paragraph, all such securities so held by said Trustee, with sole or joint control of such securities vested in it, shall,

but only so long as such failure shall continue, be considered as though beneficially owned by said Trustee for the purposes of *paragraphs (6), (7)* and *(8)* of this *subsection (c)*.

The specifications of percentages in *paragraphs (5)* to *(9)*, inclusive, of this *subsection (c)* shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of *paragraph (3)* or *(7)* of this *subsection (c)*.

For the purposes of *paragraphs (6), (7), (8)* and *(9)* of this *subsection (c)*, (A) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies, or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (B) an obligation shall be deemed to be in default when a default in payment of principal shall have continued for thirty (30) days or more and shall not have been cured; and (C) a Trustee shall not be deemed to be the owner or holder of (i) any security which it holds as collateral security (as trustee or otherwise) for an obligation which is not in default as above defined, or (ii) any security which it holds as collateral security under this Indenture, irrespective of any default hereunder, or (iii) any security which it holds as agent for collection, or as custodian, escrow agent, or depositary, or in any similar representative capacity.

The percentages of voting securities and other securities specified in this *subsection (c)* shall be calculated in accordance with the following provisions:

(a) A specified percentage of the voting securities of a Trustee, the Company or any other person referred to in this Section (each of whom is referred to as a "person" in this paragraph and in the following paragraph) means such amount of the outstanding voting securities of such person as entitles the holder or hold-

ers thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(b) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(c) The term "amount", when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares, and the number of units, if relating to any other kind of security.

(d) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

(1) Securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(2) Securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(3) Securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise;

(4) Securities held in escrow if placed in escrow by the issuer thereof;

provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(e) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges, *provided, however,* that, in the case

of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes, *and provided further,* that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

For the purposes of this §*13.14,* the term "voting security" means any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement, or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a person; the term "director" means any director of a corporation, or any individual performing similar functions with respect to any organization whether incorporated or unincorporated; the term "executive officer" means the president, every vice president, every trust officer, the cashier, the secretary, and the treasurer of a corporation, and any individual customarily performing similar functions with respect to any organization whether incorporated or unincorporated, but shall not include the chairman of the board of directors; and the term "underwriter" when used with reference to an obligor upon the bonds means every person who, within three years prior to the time as of which the determination is made, has purchased from such obligor with a view to, or has sold for such obligor in connection with, the distribution of any security of such obligor outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

§13.15. (a) Subject to the provisions of *subsection (b)* of this Section, if a Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of an obligor upon the bonds, within four (4) months prior to a default (as defined in the last paragraph of this subsection), or subsequent to such a default, then, unless and until such default shall be cured, such Trustee shall set apart and hold in a special account for the benefit of such Trustee individually, the bondholders, and the holders of other indenture securities (as defined in the last paragraph of this subsection)

(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four months' period and valid as against such obligor and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in *paragraph (2)* of this *subsection (a),* or from the exercise of any right of set-off which such Trustee could have exercised if a petition in bankruptcy had been filed by or against such obligor upon the date of such default; and

(2) all property received by such Trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such four (4) months' period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of such obligor and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of a Trustee

(A) to retain for its or his own account (i) payments made on account of any such claim by any person (other than such obligor) who is liable thereon, and (ii) the proceeds of the *bona fide* sale of any such claim by such Trustee to a third person, and (iii) distributions made in cash, securities, or other property in respect of claims filed against such obligor in bankruptcy or receivership

or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law;

(B) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four (4) months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four (4) months' period and such property was received as security therefor simultaneously with the creation thereof, and if such Trustee shall sustain the burden of proving that at the time such property was so received such Trustee had no reasonable cause to believe that a default as defined in the last paragraph of this *subsection (a)* would occur within four (4) months; or

(D) to receive payment on any claim referred to in *paragraph (B)* or *(C)* of this *subsection (a)* against the release of any property held as security for such claim as provided in *paragraph (B)* or *(C)*, as the case may be, of this *subsection (a)*, to the extent of the fair value of such property.

For the purposes of *paragraphs (B), (C)* and *(D)* of this *subsection (a)*, property substituted after the beginning of such four (4) months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of such Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

If a Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between such Trustee, the bondholders, and the holders of other indenture securities in

such manner that such Trustee, the bondholders, and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against such obligor in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, the same percentage of their respective claims, figured before crediting to the claim of such Trustee anything on account of the receipt by it from such obligor of the funds and property in such special account and before crediting to the respective claims of such Trustee, the bondholders, and the holders of other indenture securities dividends on claims filed against such obligor in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this paragraph, with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership, or proceeding for reorganization is pending shall have jurisdiction (i) to apportion between such Trustee, the bondholders, and the holders of other indenture securities, in accordance with the provisions of this paragraph, the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this paragraph due consideration in determining the fairness of the distributions to be made to such Trustee, the bondholders, and the holders of other indenture securities, with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between

the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

Any Trustee who has resigned or been removed after the beginning of such four (4) months' period shall be subject to the provisions of this subsection as though such resignation or removal had not occurred. If any Trustee has resigned or been removed prior to the beginning of such four (4) months' period, such Trustee shall be subject to the provisions of this subsection if and only if the following conditions exist—

(i) the receipt of property or reduction of claim which would have given rise to the obligation to account, if such Trustee had continued as trustee, occurred after the beginning of such four (4) months' period; and

(ii) such receipt of property or reduction of claim occurred within four (4) months after such resignation or removal.

As used in this *subsection (a),* the term "default" means any failure to make payment in full of the principal of or interest upon the bonds or upon the other indenture securities when and as such principal or interest becomes due and payable; and the term "other indenture securities" means securities upon which an obligor upon the bonds, of whom a Trustee is directly or indirectly a creditor, is an obligor (as defined in the Trust Indenture Act of 1939) outstanding under any other indenture (a) under which such Trustee is also trustee, (b) which contains provisions substantially similar to the provisions of this subsection, and (c) under which a default exists at the time of the apportionment of the funds and property held in said special account.

(b) There shall be excluded from the operation of *subsection (a)* of this Section a creditor relationship arising from—

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities hav-

ing a maturity of one year or more at the time of acquisition by a Trustee;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction or by this Indenture for the purpose of preserving the property subject to the lien of this Indenture or of discharging tax liens or other prior liens or encumbrances on the trust estate, if notice of such advance and of the circumstances surrounding the making thereof is given to the bondholders as provided in *subsections (a), (b)* and *(c)* of §*6.04* hereof with respect to advances by a Trustee as such;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction as defined in the last paragraph of this subsection;

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25 (a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of an obligor upon the bonds; or

(6) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances, or obligations which fall within the classification of self-liquidating paper as defined in the last paragraph of this *subsection (b).*

As used in this §*13.15,* the term "security" shall have the meaning assigned to such term in the Securities Act of 1933, as approved May 27, 1933 and amended June 6, 1934; the term "cash transaction" shall mean any transaction in which full payment for goods or securities sold is made within seven (7) days after delivery of the goods or securities in currency or in checks or other orders

drawn upon banks or bankers and payable upon demand; and the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by an obligor upon the bonds for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, *provided* the security is received by a Trustee simultaneously with the creation of the creditor relationship with such obligor arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation; and the term "Trustee" shall include the Missouri Trustee and any other separate or co-trustee appointed pursuant to §*13.19* or §*13.20.*

§13.16. The Principal Trustee may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company specifying the day upon which such resignation shall take effect and thereafter publishing notice thereof, in an authorized newspaper in each city in which the principal of any of the bonds shall be payable, once in each of three (3) successive calendar weeks, in each case on any business day of the week, and such resignation shall take effect upon the day specified in such notice unless previously a successor trustee shall have been appointed by the bondholders or the Company in the manner hereinafter provided in §*13.18,* and in such event such resignation shall take effect immediately on the appointment of such successor trustee. This §*13.16* shall not be applicable to resignations pursuant to §*13.14.*

§13.17. The Principal Trustee may be removed at any time by an instrument or concurrent instruments in writing filed with the Principal Trustee and the Company and signed and acknowledged by the holders of a majority in aggregate principal amount of the bonds then outstanding (such percentage being determined as provided in §*1.03)* or by their attorneys in fact duly authorized.

In case at any time the Principal Trustee shall cease to be eligible in accordance with the provisions of §*4.08* and §*13.01,* then the Principal Trustee shall resign immediately in the manner and with the effect specified in §*13.16;* and in the event that the Principal Trustee does not resign immediately in such case, then it may be removed forthwith by an instrument or concurrent instruments in writing filed with the Principal Trustee and either (a) signed by the President or a Vice-President of the Company with its corporate seal attested by a Secretary or an Assistant Secretary of the Company or (b) signed and acknowledged by the holders of a majority in aggregate principal amount of the bonds then outstanding (such percentage being determined as provided in §*1.03)* or by their attorneys in fact duly authorized.

§13.18. In case at any time the Principal Trustee shall resign or shall be removed (unless the Principal Trustee shall be removed as provided in the second paragraph of *subsection (b)* of §*13.14* in which event the vacancy shall be filled as provided in said subsection) or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Principal Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Principal Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a vacancy shall be deemed to exist in the office of Principal Trustee, and a successor or successors may be appointed by the holders of a majority in aggregate principal amount of the bonds then outstanding hereunder, by an instrument or concurrent instruments in writing signed and acknowledged by such bondholders or by their attorneys in fact duly authorized, and delivered to such new trustee, notification thereof being given to the Company and the retiring trustee; *provided,* nevertheless, that until a new trustee shall be appointed by the bondholders as aforesaid, the Company, by instrument executed by order of its Board of Directors and duly acknowledged by its President or a Vice-President, may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the bondholders as herein authorized.

The Company shall publish notice of any such appointment made by it in the manner provided in §*13.16*. Any new Principal Trustee appointed by the Company shall, immediately and without further act, be superseded by a Principal Trustee appointed by the bondholders, as above provided, if such appointment by the bondholders be made prior to the expiration of one year after the first publication of notice of the appointment of the new trustee by the Company.

If in a proper case no appointment of a successor Principal Trustee shall be made pursuant to the foregoing provisions of this Section within six (6) months after a vacancy shall have occurred in the office of Principal Trustee, the holder of any bond outstanding hereunder or any retiring trustee may apply to any court of competent jurisdiction to appoint a successor trustee. Said court may thereupon after such notice, if any, as such court may deem proper and prescribe, appoint a successor trustee.

If the Principal Trustee resigns because of a conflict of interest as provided in *subsection (a)* of §*13.14* and a successor has not been appointed by the Company or the bondholders or, if appointed, has not accepted the appointment within thirty (30) days after the date of such resignation, the resigning Principal Trustee may apply to any court of competent jurisdiction for the appointment of a successor trustee.

Any trustee appointed under the provisions of this §*13.18* in succession to the Principal Trustee shall be a bank or trust company eligible under §*4.08* and §*13.01* and not disqualified under §*13.14*.

Any trustee which has resigned or been removed shall nevertheless retain the lien upon the trust estate, including all property or funds held or collected by the trustee as such (except funds held in trust for the benefit of particular bonds or coupons), to secure the amounts due to such trustee as compensation, reimbursement, expenses and indemnity, afforded to it by §*13.10* and retain the rights afforded to it by §*13.11*.

§13.19. The Missouri Trustee and every Additional Trustee appointed pursuant to §*13.20* shall, to the extent per-

mitted by law, but to such extent only, be deemed to have been appointed subject to the following terms and conditions:

(1) The bonds secured hereby shall be authenticated and delivered solely by the Principal Trustee, or its successor in the trust hereunder;

(2) All cash collected by or payable to the Trustees or either or any of them pursuant to this Indenture shall be paid to and deposited with the Principal Trustee, and all stocks, bonds and other securities received by the Trustees or either or any of them pursuant to this Indenture shall be delivered to and held by the Principal Trustee, except as otherwise required by law, and the rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the Principal Trustee under this Indenture, shall not vest in the Missouri Trustee or in any Additional Trustee, but shall remain vested solely in the Principal Trustee hereunder;

(3) No powers shall be exercised hereunder by the Missouri Trustee or by any Additional Trustee, except jointly with, or with the consent in writing of, the Principal Trustee; *provided, however,* that if by any present or future law in any jurisdiction in which it may be necessary to perform any particular act or acts in the execution of the trusts herein created, the Principal Trustee shall be incompetent or unqualified to perform such act or acts, then, to such extent as may be legally necessary, all of the acts required to be performed in such jurisdiction in the execution of the trusts hereby created shall be performed by the Missouri Trustee or by any such Additional Trustee, acting alone;

(4) Any notice, request or other writing by or in behalf of the bondholders delivered solely to the Principal Trustee, or its successor in the trust hereunder, shall be deemed delivered to all the then Trustees hereunder as effectually as if delivered to each of them; and

(5) Any action authorized to be taken by the Principal Trustee under any provision of this Indenture shall be sufficient for the purposes of this Indenture if taken by the Principal Trustee alone; and any action authorized to be taken by the Trustees or by the Missouri or any Additional Trustee under any provision of this Indenture shall also, subject to the proviso contained in *subsection (3)* of this Section, be sufficient for the purposes of this Indenture if taken by the Principal Trustee alone, and the Missouri Trustee, and every Additional Trustee, hereby irrevocably constitute and appoint the Principal Trustee, or its successor in the trust hereunder, his or its true and lawful agent or attorney in fact, with full power and authority, to the extent which may be permitted by law, either in the name and on behalf of such Missouri or Additional Trustee or of the Trustees jointly, to take any and all action and exercise any and all rights or powers conferred upon such Missouri or Additional Trustee alone, or upon the Trustees jointly, by any of the provisions of this Indenture, but subject to the duties hereby imposed upon such Missouri or Additional Trustee, with full power of substitution and revocation, hereby ratifying and confirming all and singular the acts and things lawfully done by the Principal Trustee or any substitute by virtue of this power of attorney.

The Missouri Trustee, or any Additional Trustee, may at any time resign by giving written notice thereof to the Principal Trustee and to the Company, specifying the date on which such resignation shall take effect.

The Company and the Principal Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove the Missouri Trustee or any Additional Trustee, and, upon the request of the Principal Trustee, the Company shall, for such purpose, join with the Principal Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation or removal. In the event that the Company shall not have joined in such action within fifteen (15) days after the receipt by it of a request to do so, the Principal Trustee alone shall have

power to accept such resignation or to remove any such Missouri or Additional Trustee. A successor to a Missouri or Additional Trustee so resigned or removed may be appointed in the manner provided in this Section. The holders of a majority in aggregate principal amount of the bonds at the time outstanding may at any time remove the Missouri Trustee or any Additional Trustee.

In case the Missouri Trustee or any Additional Trustee, or a successor to any of them, shall die, resign, or be removed, or shall otherwise become incapable of acting or cease to be a Trustee hereunder, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustees so retiring hereunder, so far as permitted by law, shall vest in and be exercised by the Principal Trustee, or its successor in the trust hereunder, without the appointment of any new Trustee as successor to the Missouri Trustee or to such Additional Trustee; but the Company and the Principal Trustee, by an instrument in writing executed by them jointly, shall promptly appoint a successor to the Trustee so retiring, or, in case the Company shall fail to join in any such appointment within thirty (30) days after written request therefor by the Principal Trustee or in case any default as defined in §*9.01* shall have occurred and shall be continuing, the Principal Trustee, by an instrument in writing executed by it without the concurrence of the Company, may make such appointment; *provided, however,* that no appointment of any successor to the Missouri Trustee or to any Additional Trustee need be made, unless the Principal Trustee shall deem such appointment to be necessary or prudent in order to comply with any requirements of law at the time in force respecting trustees under deeds of trust of property in any of the localities in which the mortgaged premises or any part thereof are then situated, or unless the holders of a majority in aggregate principal amount of the bonds then outstanding shall request such appointment.

§13.20. If at any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any state or jurisdiction in which any part of the mortgaged and pledged property then subject to this Indenture may be located, or if the Principal Trustee

shall deem it necessary or prudent in the interest of the bondholders so to do, or if the holders of a majority in aggregate principal amount of the bonds at the time outstanding shall in writing request the Principal Trustee and the Company so to do, the Company and the Principal Trustee shall have the power to appoint and, upon the request of the Principal Trustee, the Company shall for such purpose join with the Principal Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another corporation or one or more persons (in this Indenture called Additional Trustee, or collectively Additional Trustees) approved by the Principal Trustee, either to act as separate trustee or trustees, or co-trustee or co-trustees, of all or any of the property subject to the lien hereof, jointly with the Trustees originally named herein or their successors, or to act as separate trustee or trustees of any of such property; and the corporation—and its successors through consolidation, merger or otherwise—or the person or persons so appointed, shall be such co-trustee or co-trustees, or separate trustee or separate trustees, with such powers and duties as shall be specified in such instruments and agreements to be executed as aforesaid. In case the Company shall not have joined in the execution of such instruments or agreements within fifteen (15) days after the receipt by it of a written request so to do, or in case any default shall have occurred and be continuing, the Principal Trustee alone shall have power to make such appointment.

Every instrument appointing an Additional Trustee or Trustees shall refer to this Indenture and the conditions in this *Article 13* expressed; and upon the acceptance in writing by such Additional Trustee or Trustees, he, it or they shall be vested with the estates and property specified in such instrument, either jointly with the Principal Trustee, or its successor, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of this Indenture. Every such instrument or a counterpart thereof shall be filed with the Principal Trustee.

§13.21. No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

§13.22. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to his or its predecessor trustee, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of his or its predecessor in trust hereunder, with like effect as if originally named as a trustee herein; but the trustee ceasing to act shall nevertheless, on the written request of the Company, or of the successor trustee, or of the holders of ten per centum (10%) in aggregate principal amount of the bonds then outstanding hereunder, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the right, title and interest of the trustee to which he or it succeeds, in and to the mortgaged and pledged property and such rights, powers, trusts, duties and obligations, and the trustee ceasing to act shall also, upon like request, pay over, assign and deliver to the successor trustee any money or other property which may then be in its possession subject to the lien of this Indenture. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

§13.23. Any corporation into which either Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which either Trustee shall be a party or any corporation to which substantially all the business and assets of either Trustee may be transferred, shall be the successor trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on the part of any other parties hereto, any-

thing herein to the contrary notwithstanding, *provided* such corporation shall be eligible under the provisions of §*4.08* and §*13.01,* and that, if such corporation shall not be qualified under the provisions of §*13.14,* such corporation shall, within ninety (90) days after becoming such successor trustee, either become qualified under the provisions of said §*13.14* or resign in the manner and with the effect provided in said §*13.14.* In case any of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Principal Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such bonds, adopt the certificate of authentication of the original Principal Trustee or of any successor to it as trustee hereunder, and deliver the said bonds so authenticated; and in case any of said bonds shall not have been authenticated, any successor to the Principal Trustee may authenticate such bonds either in the name of any predecessor hereunder or in the name of the successor trustee, and in all such cases such certificate shall have the full force which it is anywhere in said bonds or in this Indenture provided that the certificate of the Principal Trustee shall have; *provided, however,* that the right to authenticate bonds in the name of the Principal Trustee shall apply only to its successor or successors by merger or consolidation or transfer as aforesaid.

§13.24. The duties, liabilities, rights, privileges and immunities of the Principal Trustee in relation to the holders of the bonds shall be governed exclusively by the laws of the State of Illinois.

ARTICLE 14

Supplemental Indentures

§14.01. The Company, when authorized by a resolution of its Board of Directors, and the Trustees from time to time and at any time, may enter into an indenture or inden-

tures supplemental hereto and which thereafter shall form a part hereof, for one or more of the following purposes:

(*a*) To correct the description of any property hereby mortgaged or pledged or intended so to be, or to convey, transfer and assign to the Trustees and to subject to the lien of this Indenture, with the same force and effect as though specifically described in the Granting Clauses hereof, additional property then owned by the Company, acquired by it through purchase, consolidation, merger, donation or otherwise;

(*b*) To add to the limitations specified herein on the authorized amount, issue and purposes of issue of the bonds, or of any series thereof, other limitations thereafter to be observed, including any limitations upon such authorized amount (as well as the method or measure of determining such limitations) that the Company may deem to be advisable;

(*c*) To provide for the creation of any series of bonds (other than the 3½% Series due 1969), designating the series to be created and specifying the form and provisions of bonds of such series as hereinbefore provided or permitted;

(*d*) To provide for the creation of a sinking, amortization, improvement or other analogous fund for the benefit of all or any of the bonds of any one or more series, of such character and of such amount and upon such terms and conditions as shall be contained in such supplemental indenture;

(*e*) To vary the provisions contained in *Article 5* of this Indenture, or to fix new provisions, in respect of the redemption of bonds of any series other than the 3½% Series due 1969;

(*f*) To evidence the succession of another corporation to the Company, or successive successions, and assumption by a successor corporation of the covenants and obligations of the Company under this Indenture;

(*g*) To provide for the issue under this Indenture, when duly authorized, of particular series of bonds con-

vertible, at the option of the holders thereof, into other obligations or into capital stock of any class of the Company, within such period or periods and upon such terms and conditions as in such supplemental indenture shall be provided and as shall be appropriately expressed in the bonds of such particular series;

(*h*) To add to the covenants of the Company such further covenants as its Board of Directors shall consider to be for the protection of the mortgaged premises and of the holders of bonds issued or issuable under this Indenture, and to make the occurrence and continuance of a default in any of such additional covenants a default permitting the enforcement of all or any of the several remedies provided in this Indenture as herein set forth; *provided, however,* that in respect of any such additional covenant, such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default, or may limit the remedies available to the Trustees upon such default;

(*i*) To cure any ambiguity, or correct or supplement any inconsistent or defective provision contained herein or in any indenture supplemental hereto;

(*j*) To make such provision in regard to matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture;

(*k*) To give effect to action taken by bondholders pursuant to the provisions of *Article 15* hereof;

(*l*) To modify any of the provisions of this Indenture, *provided* (i) that no such modification (unless made pursuant to *Article 15)* shall be or become operative or effective, or in any manner impair any of the rights of the bondholders or of the Trustees, while any bonds of the 3½% Series due 1969 or of any other series established prior to the execution of such supplemental

indenture shall remain outstanding, (ii) that such supplemental indenture shall be specifically referred to in the text of all bonds of any series established after the execution of such supplemental indenture, (iii) that the Trustees may in their uncontrolled discretion decline to enter into any such supplemental indenture which in their opinion may not afford adequate protection to the Trustees when the same shall become operative, and (iv) that no such modifications shall be made if the same would be in conflict with the provisions of the Trust Indenture Act of 1939, as at the time in effect.

§14.02. The Trustees are hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder. Any supplemental indenture executed in accordance with any of the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes, and, if deemed necessary or desirable by the Trustees, any of such terms or conditions may be set forth in reasonable and customary manner in the bonds of the series to which such supplemental indenture shall apply. In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the bonds of any series authenticated and delivered thereafter, if deemed necessary or desirable by the Trustees.

§14.03. In each and every case provided for in this Article, the Trustees shall be entitled to exercise their discretion in determining whether or not any proposed supplemental indenture, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument, the needs of the Company, and the rights and interests of the bondholders, and the Trustees shall be under no responsibility or liability to the Company or to any bond-

holder or to anyone whomsoever, for any act or thing which they may do or decline to do in good faith and without negligence, subject to the provisions of this Article, in the exercise of such discretion. The Trustees shall be entitled to receive, and (subject to the provisions of §*13.02* and §*13.03*) shall be fully protected in relying upon, an opinion of counsel, as conclusive evidence that any such supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustees, under the provisions of this Article, to join in the execution of such supplemental indenture.

ARTICLE 15

Bondholders' Meetings and Consents

§15.01. The Principal Trustee may at any time, and shall from time to time on being served with notice, stating that a meeting of the bondholders is desired and setting forth the purpose of such meeting in reasonable detail, signed by the Company or by bondholders representing a majority in aggregate principal amount of the bonds outstanding, convene a meeting of bondholders. In the event of the Principal Trustee's failing for ten (10) days to call a meeting after being thereunto required as above set forth, the Company or the holders of at least ten per centum (10%) in aggregate principal amount of bonds may themselves call such meeting. Every such meeting shall be held in the City of Chicago, Illinois. For the purposes of this Article, the amount of bonds outstanding shall be determined in the manner provided in §*1.03*, and no bond excluded or disregarded under the provisions of said §*1.03* in computing or determining a required percentage of the aggregate principal amount of bonds, shall be entitled to vote or consent under the provisions of this Article.

§15.02. Notice of every meeting of bondholders called by the Principal Trustee or the Company, setting forth the purpose of such meeting in reasonable detail. and the place

and time of such meeting, and in general terms the business to be transacted, shall be mailed by the Principal Trustee not less than thirty (30) days before such meeting (a) to each registered holder (whether fully registered, or registered as to principal only) of outstanding bonds affected by the business to be submitted to the meeting addressed to him at his address appearing on the registration books of the Company, (b) to each holder of any such bond payable to bearer who shall within two years have filed with the Principal Trustee an address for notices to be addressed to him, (c) to each other holder of any other bond affected by the business to be submitted to the meeting whose name and address appear on the latest information furnished to the Principal Trustee as provided in §*6.01,* and (d) to the Company or the Principal Trustee, as the case may be; and shall be published at least four (4) times, at intervals of not less than five (5) days, in an authorized newspaper in Chicago, Illinois, and in an authorized newspaper in the Borough of Manhattan, The City of New York, the first publication in each such newspaper to be not less than sixty (60) and not more than ninety (90) days prior to the date fixed for the meeting; *provided* that such first publication may be less than sixty (60) but not less than thirty (30) days prior to the date fixed for the meeting if the Principal Trustee in its absolute discretion deems such shorter notice advisable, and that it shall not be necessary for all four publications to be made in the same authorized newspaper in any city; *provided, however,* that the mailing of such notice to any bondholders shall in no case be a condition precedent to the validity of any action taken at any such meeting, and neither failure so to mail such notice to any such holder or holders nor any defect in such notice shall affect the validity of the proceedings taken at such meeting. The cost of publishing and/or mailing any such notice or notices shall be paid by the Company. Any meeting of bondholders shall be valid without notice, if the holders of all bonds then outstanding hereunder are present in person or by proxy and if the Company and the Principal Trustee are present by duly authorized representatives, or if notice is waived in writing before or after the meeting by the Company, the

holders of all bonds outstanding hereunder or by such as are not present in person or by proxy, and by the Principal Trustee.

§15.03. The Principal Trustee may (for the purpose of enabling the bondholders to be present and vote at any meeting without producing their bonds, and of enabling them to be present and vote at any such meeting by proxy) make, and may from time to time vary, such regulations as it shall think fit for the deposit of unregistered bonds with or the exhibition thereof to any bank, banker or trust company or corporation, firm or person, approved by the Principal Trustee, and for the issue, to the person so depositing or exhibiting the same, of certificates by such bank, trust company or corporation, firm or person entitling the holders thereof to be present and vote at any such meeting and to appoint proxies to represent them and vote for them at any such meeting and at any adjournment thereof in the same way as if the persons so present and voting either personally or by proxy were the actual bearers of the bonds in respect of which such certificates shall have been issued, and any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Any such certificate which does not require such bond or bonds to be deposited and remain on deposit until after the meeting or until surrender of such certificate, shall either (a) recite that the bond or bonds in respect of which such certificate was issued have been endorsed by any such bank, banker, trust company or corporation, firm or person, with a notation as to the issuance of such certificate (and all such bonds shall be so endorsed), or (b) shall entitle the holder thereof or his proxy to vote at any meeting only if the bond or bonds in respect of which it was issued are not produced at the time of the meeting by any person and are not at the time of the meeting registered in the name of any person or exchanged for a registered bond or bonds without coupons. In the event that two or more such certificates shall be issued with respect to any bond or bonds, the certificate bearing the latest date shall be recognized and be deemed to supersede any certificate or certificates previ-

ously issued in respect of such bond or bonds. If any such meeting shall have been called by bondholders or by the Company as aforesaid, upon failure of the Principal Trustee to call the same after having been so requested to do under the provisions of §*15.01*, regulations to like effect for such deposit of bonds with, and issue of certificates by, any bank, banker or trust company organized under the laws of the United States of America, or of any State thereof, having a capital of not less than $500,000, shall be similarly binding and effective for all purposes hereof, if adopted or approved by the bondholders calling such meeting or by the Board of Directors of the Company, if such meeting shall have been called by the Company, *provided* that in either such case copies of such regulations shall be filed with the Principal Trustee. Owners of fully registered bonds without coupons and coupon bonds registered as to principal may, by proxy duly constituted in writing, appoint any person to vote at any meeting for them. Each such writing shall state the aggregate principal amount of bonds in respect of which the person authorized thereby is entitled to vote. Save as in this Section otherwise expressly provided, the only persons who shall be recognized at any meeting as holders of any bonds, or as entitled to vote or be present at the meeting in respect thereof, shall be the persons who produce unregistered bonds at the meeting and the registered bondholders (whether fully registered or registered as to principal only).

§15.04. The quorum at any such meeting shall be persons holding or representing by proxy at least seventy-five per centum (75%) in aggregate principal amount of the bonds outstanding; but less than a quorum may adjourn the meeting from time to time and the meeting may be held as adjourned, whether such adjournment shall have been had by a quorum or by less than a quorum; *provided, however*, that if such meeting is adjourned by less than a quorum for more than fourteen (14) days, notice thereof shall forthwith be mailed by the Principal Trustee, if such meeting shall have been called by the Principal Trustee, to each registered owner of bonds (whether fully registered or registered as to principal only) then outstanding, addressed

to him at his address appearing on the registry books of the Company and to the Company, and shall be published at least once in each fourteen-day period of such adjournment in an authorized newspaper in each city where the principal of any of the bonds shall be payable, but the failure to mail any such notice to any such bondholder as aforesaid shall in no case affect the validity of any action taken at any meeting held pursuant to such adjournment. If such meeting shall have been called by the bondholders or by the Company, after the failure of the Principal Trustee to call the same after being requested so to do as aforesaid, notice of such adjournment shall be given by the permanent Chairman and permanent Secretary of the meeting in the newspapers and for the number of times above specified in this Section and shall be sufficient if so given.

Persons named by the Principal Trustee, if represented at the meeting, shall act as temporary Chairman and temporary Secretary of the meeting; but if the Principal Trustee shall not be present or shall fail to nominate such persons or if such persons nominated shall not be present, the bondholders and proxies present shall by a majority vote, irrespective of the amount of their holdings, elect other persons from those present to fill such vacancies. The meeting shall be organized, irrespective of whether a quorum is present, by the election of a permanent Chairman and a permanent Secretary of such meeting from those present by the bondholders and proxies present by a majority vote, according to principal amount. The Principal Trustee, if represented at the meeting, shall appoint two Inspectors of Votes, who shall count all votes cast at such meeting except votes on the election of a Chairman and Secretary, both temporary and permanent, as aforesaid, and who shall make and file with the permanent Secretary of the meeting their verified written report in triplicate of all such votes so cast at said meeting. If the Principal Trustee shall not be represented at the meeting, or shall fail to nominate such Inspectors of Votes or if either Inspector of Votes fails to attend the meeting, the vacancy shall be filled by appointment by the permanent Chairman of the meeting. The Chairman of the meeting shall have no right to vote other than by virtue of

bonds held by him or by instruments in writing as aforesaid duly designating him as the person to vote on behalf of other bondholders.

§15.05. Any representative of the Principal Trustee, and its counsel, and any representative of the Company, and its counsel, may attend and speak at any such meeting, but shall not be entitled to vote thereat other than by virtue of bonds held by them (subject to the provisions of *§1.03)* or by instruments in writing as aforesaid duly designating them as the persons to vote on behalf of other bondholders.

§15.06. A meeting of the bondholders shall have the power, by resolution affirmatively voted for by the holders of at least seventy-five per centum (75%) in aggregate principal amount of the bonds then outstanding, to

(a) sanction any change or alteration of any provision in this Indenture and any modification or compromise of the rights of the bondholders against the Company or against its property (including those pertaining to any sinking or other fund), whether such rights shall arise under the provisions of this Indenture or otherwise, *provided* that no such change or alteration which, in the opinion of the Principal Trustee, affects the rights, duties or immunities of any of the Trustees under this Indenture, may be made without the consent of the Trustees;

(b) require the Trustees and each of them on having entered into or taken possession of the mortgaged premises, or any part thereof, to restore the same to the Company upon such conditions as the bondholders may direct;

(c) require the Trustees and each of them to exercise or refrain from exercising any of the powers conferred upon them by this Indenture and to direct the manner of the exercise of any such power or waive any default on the part of the Company other than the non-payment of any principal moneys at maturity, or the non-payment of interest when and as the same

may become due and payable, upon such terms as may be decided upon;

(d) authorize the Principal Trustee in its discretion to bid at any sale of the mortgaged premises, or any part thereof, and to tender in payment or part payment on account of any property so purchased, all or any part of the bonds then outstanding which may be placed at its disposal for that purpose and to give the Company a valid discharge in respect of the amount of bonds so tendered, and to hold any property so purchased in trust for all of the holders of outstanding bonds *pro rata* in proportion to the amounts held by them respectively before making such tender.

Provided, however, that any resolution affecting one or more (but less than all) series of bonds issued hereunder shall be required to be adopted only by the affirmative vote of the holders of seventy-five per centum (75%) in aggregate principal amount of outstanding bonds of such one or more series so affected; and

Further provided, that the foregoing enumeration of specific powers shall not restrict the powers of a meeting of bondholders to make any modifications thereof which they may deem necessary, but that, anything in this *Article 15* to the contrary notwithstanding, the bondholders, without the consent of the holder of each bond affected, shall have no power to extend the time of payment of the principal of or the interest on any bonds, or to reduce the principal amount thereof or the rate of interest thereon, or otherwise to modify the terms of payment of such principal or interest, or to permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any of the mortgaged property, or to deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of his bonds (subject only to permitted encumbrances and to any other liens existing upon said property which are prior hereto at the date of the calling of any such bondholders' meeting or of the giving of written consent under the provisions of §*15.10*) or to reduce

the percentage of bondholders authorized to take action under the provisions of this Article; *provided, however,* that the prohibition against the modification of the terms of payment of the principal or interest of any bonds hereinabove contained shall not prevent the change or alteration of provisions of the Indenture, which such changes or alterations effect a waiver, abolition, reduction or increase of any sinking or other fund, or change or alter the method of its operation or application. For all purposes of this Article, the Trustees shall, subject to the provisions of §*13.02* and §*13.03,* be entitled to rely upon an opinion of counsel with respect to the extent, if any, as to which any action taken at such meeting affects the rights, under this Indenture or under any indenture supplemental hereto, of any holders of bonds then outstanding hereunder.

§15.07. Any such resolution so passed at a meeting of the bondholders duly convened and held shall be binding upon all bondholders, whether present or not at such meeting, and each of the bondholders and the Trustees and each of them shall be bound to give effect thereto accordingly, and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution, and the Trustees shall, subject to the provisions of §*13.02* and §*13.03,* be under no responsibility to any one in respect thereof.

§15.08. A record in duplicate of the proceedings of each meeting of bondholders shall be prepared by the permanent Secretary of the meeting and shall have attached thereto the original reports of the Inspectors of Votes, and affidavits by one or more persons having knowledge of the facts showing a copy of the notice of the meeting and a copy of the notice of adjournment thereof, if required, and showing that said notices were mailed and published as provided in this Article. Such records shall be signed and verified by the affidavits of the permanent Chairman and the permanent Secretary of the meeting (and a duly authorized representative of the Principal Trustee if such a representative

was present at the meeting) and one duplicate thereof shall be delivered to the Company and one to the Principal Trustee. Any record so signed and verified shall be proof of the matters therein stated until the contrary is proved and such meeting shall be deemed conclusively to have been convened and held, and any resolution or proceeding stated in such record to have been adopted or taken shall be deemed conclusively to have been duly adopted or taken at such meeting.

§15.09. Bonds authenticated and delivered after the date of any bondholders' meeting may bear a notation, in form approved by the Principal Trustee, as to the action taken at meetings of bondholders theretofore held, and upon demand of the holder of any bond outstanding at the date of any such meeting and presentation of his bond for the purpose at the principal office of the Principal Trustee, the Company shall cause suitable notation to be made on such bond by endorsement or otherwise as to any action taken at any meeting of bondholders theretofore held. If the Company or the Principal Trustee shall so determine, new bonds so modified that they will, in the opinion of the Principal Trustee and the Board of Directors, conform to such bondholders' resolutions, shall be prepared, authenticated and delivered, and such new bonds shall be exchanged for bonds of the same series and maturity then outstanding hereunder, upon demand of, and without cost to, the holders thereof, upon surrender of such bonds, and, if coupon bonds, with all unmatured coupons appertaining thereto. The Company or the Principal Trustee may require bonds to be presented for notation or exchange as aforesaid, if either shall see fit to do so. Instruments supplemental to this Indenture, embodying any modification or alteration of this Indenture or of any indenture supplemental hereto made at any bondholders' meeting, may be executed by the Trustees and the Company; and upon demand of the Principal Trustee, or if so specified in any resolution adopted by any such bondholders' meeting, shall (subject to the provisions of *subparagraph (a)* of *§15.06)* be executed by the Company and the Trustees. The Trustees shall, subject to the

provisions of §*13.02* and §*13.03,* be fully protected in relying upon an opinion of counsel as conclusive evidence that any such supplemental indenture complies with the provisions of this Indenture and that it is proper for the Trustees, under the provisions of this Article, to join in the execution thereof.

§15.10. Any action which can be taken pursuant to a bondholders' meeting as in this *Article 15* provided may also be taken without such meeting, *provided* that the written consent of the holders (or the persons entitled to vote the same) of the percentages of bonds specified in this *Article 15* to such action is given and that the approval of the Board of Directors of the Company, and, if required by this *Article 15,* the written consent of the Principal Trustee, is given as provided by this *Article 15.*

ARTICLE 16

Defeasance

If the Company shall pay and discharge the entire indebtedness on all bonds outstanding hereunder in any one or more of the following ways, to wit:

A. By well and truly paying or causing to be paid the principal of (including redemption premium, if any) and interest on bonds outstanding hereunder, as and when the same become due and payable;

B. By depositing with the Principal Trustee, in trust, at or before maturity, cash sufficient to pay or redeem the bonds outstanding hereunder, with irrevocable directions so to apply the same (subject to the provisions of §*5.04*), *provided, however,* that in case of redemption the notice requisite to the validity of such redemption shall have been given or irrevocable authority shall have been given by the Company to the Principal Trustee to give such notice, under arrangements satisfactory to the Principal Trustee; and/or

C. By delivering to the Principal Trustee, for cancellation by it, all the bonds outstanding hereunder, together with all unpaid coupons thereto belonging;

and if the Company shall also pay or cause to be paid all other sums payable hereunder by the Company (except in respect of any refund or reimbursement of taxes, assessments or other governmental charges as to bonds of any series, for which the holders of bonds shall look only to the Company), then and in that case this Indenture and the lien, rights and interests hereby granted shall cease, determine, and become null and void, and thereupon the Trustees shall, upon demand of the Company, forthwith cause satisfaction and discharge of this Indenture to be entered upon the record at the cost and charge of the Company, and shall execute and deliver such instruments of satisfaction as may be necessary, and forthwith the estate, right, title and interest of the Trustees in and to any cash (except cash deposited under this Section) and other personal property held by it under this Indenture shall thereupon cease, determine, and become null and void, and the Trustees shall in such case transfer, deliver and pay the same to or upon the written order of the Company.

In any such case the Company shall furnish to the Principal Trustee a certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

Any bonds previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever and which it shall at any time surrender to the Principal Trustee for cancellation, together with any coupons thereto appertaining, shall upon the surrender and cancellation of such bonds and coupons be deemed to be paid and retired.

ARTICLE 17

Miscellaneous

§17.01. Nothing in this Indenture, expressed or implied, is intended or shall be construed to confer upon or to give to any person or corporation, other than the parties hereto

and the holders of the bonds and coupons outstanding hereunder, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding hereunder.

§17.02. Except as otherwise provided herein, whenever in this Indenture any of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Company or by or on behalf of the Trustees, or either of them, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

§17.03. Any notice or demand by any bondholder to or upon the Trustees or either of them shall be due and sufficient notice or demand for each and every purpose hereunder if made by written instrument delivered to the Principal Trustee at its principal office in the City of Chicago, Illinois. Any notice or demand which by any provision of this Indenture is required or provided to be given or served by the Trustees or either of them, upon the Company shall be deemed to have been sufficiently given or served for all purposes if mailed as registered mail matter, postage prepaid, addressed as follows:

THE EMPIRE DISTRICT ELECTRIC COMPANY,
602 Joplin Street, Joplin, Missouri

or addressed to the Company at any other address which it may file with the Principal Trustee as the address to which notices or demands shall be mailed.

§17.04. All parties to this Indenture agree, and each holder or owner of any bond by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against any Trustee for any action taken or omitted by it as Trus-

tee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by one or more Trustees, to any suit instituted by any bondholder, or group of bondholders, holding in the aggregate more than ten per centum (10%) in aggregate principal amount of the bonds outstanding, or to any suit instituted by any bondholder for the enforcement of the payment of the principal of or interest on any bond, on or after the respective due dates expressed in such bond.

§17.05. If and to the extent that any provision of this Indenture limits, qualifies, or conflicts with any other provision included herein that is required to be included herein by the Trust Indenture Act of 1939, such required provision shall control.

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

In Witness Whereof, The Empire District Electric Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed by its President or a Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and Harris Trust and Savings Bank, in evidence of its acceptance of the trust hereby created, has caused its corporate name to be hereunto affixed, and this instrument to be signed by its President or a Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, for and in its behalf, and The Joplin National Bank and Trust Company, in evidence of its acceptance of the trust hereby created, has caused its corporate name to be hereunto affixed, and this instrument to be signed by its President or a Vice-President and its corporate seal to be hereunto affixed and

attested by its Secretary or Assistant Secretary, for and in its behalf, all on this 15th day of September, 1944.

THE EMPIRE DISTRICT ELECTRIC COMPANY,
(Corporate Seal) By J. E. HARSH,
President.

Attest:

C. B. WEDUM,
Assistant Secretary.

Signed, sealed and delivered by THE EMPIRE DISTRICT ELECTRIC COMPANY in the presence of

D. C. MCKEE
ROSS W. LYNN

HARRIS TRUST AND SAVINGS BANK,
(Corporate Seal) By CHARLES J. ROUBIK,
Vice-President.

Attest:

G. A. GLOW,
Assistant Secretary.

Signed, sealed and delivered by HARRIS TRUST AND SAVINGS BANK in the presence of

A. E. BEAN
GEO. F. JOY

THE JOPLIN NATIONAL BANK AND TRUST COMPANY,
(Corporate Seal) By J. E. GARM,
President.

Attest:

F. P. GILTNER,
Secretary.

Signed, sealed and delivered by THE JOPLIN NATIONAL BANK AND TRUST COMPANY in the presence of

C. A. HERMES
C. R. HOEFER

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 15th day of September, 1944, before me, a Notary Public in and for the County and State aforesaid, personally appeared J. E. Harsh, President of The Empire District Electric Company, a Kansas corporation, and C. B. Wedum, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said J. E. Harsh and C. B. Wedum, being each duly sworn by me, severally deposed and said: that they reside at the Connor Hotel, Joplin, Missouri, and 20 Wilson Street, Glen Rock, New Jersey, respectively; that they were at that time respectively President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said county and state the day and year last above written.

My term expires March 30, 1946.

(Notarial Seal)

KATHLEEN H. GRIFFIN,
Notary Public.

KATHLEEN H. GRIFFIN
NOTARY PUBLIC, Kings County
Kings Co. Clk's No. 300, Reg. 350-G-6
N. Y. Co. Clk's No. 748, Reg. 453-G-6
Commission Expires March 30, 1946

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 15th day of September, 1944, before me, a Notary Public in and for the County and State aforesaid, personally appeared Charles J. Roubik, Vice-President of Harris Trust and Savings Bank, an Illinois corporation, and G. A. Glow, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary respectively, and as the persons who subscribed the name and affixed the seal of said Harris Trust and Savings Bank, one of the makers thereof, to the foregoing instrument as its Vice-President and Assistant Secretary and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said Charles J. Roubik and G. A. Glow, being each duly sworn by me, severally deposed and said: that they reside at 1928 Chestnut Avenue, Wilmette, Illinois and Arlington Heights, Illinois respectively; that they were at that time respectively Vice-President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice-President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said county and state the day and year last above written.

My term expires March 30, 1946.

(Notarial Seal)

KATHLEEN H. GRIFFIN,
Notary Public.

KATHLEEN H. GRIFFIN
NOTARY PUBLIC, Kings County
Kings Co. Clk's No. 300, Reg. 350-G-6
N. Y. Co. Clk's No. 748, Reg. 453-G-6
Commission Expires March 30, 1946

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 15th day of September, 1944, before me, a Notary Public in and for the County and State aforesaid, personally appeared J. E. Garm, President of The Joplin National Bank and Trust Company, a corporation organized under the laws of the United States of America, and F. P. Giltner, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, and as the persons who subscribed the name and affixed the seal of said The Joplin National Bank and Trust Company, one of the makers thereof, to the foregoing instrument as its President and Secretary and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said J. E. Garm and F. P. Giltner, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said county and state the day and year last above written.

My term expires March 30, 1946.

(Notarial Seal)

KATHLEEN H. GRIFFIN,
Notary Public.

KATHLEEN H GRIFFIN
NOTARY PUBLIC, Kings County
Kings Co. Clk's No. 300, Reg. 350-G-6
N. Y. Co. Clk's No. 748, Reg. 453-G-6
Commission Expires March 30, 1946

(County Clerk's Certificates, as to authority of Notary Public, were attached to the Indentures filed and recorded in Arkansas, Kansas and Oklahoma)

The foregoing mortgage was filed for recordation as follows:

County	Date	Hour	Reference Book	Reference Page	Remarks
(Missouri)					
Barry	Sept. 18, 1944	10:00 A.M.	104	1	
Barton	Sept. 18, 1944	9:15 A.M.	229	493	
Benton	Sept. 18, 1944	8:23 A.M.	188-A		
Cedar	Sept. 18, 1944	11:30 A.M.	73	397-500	
Christian	Sept. 18, 1944	11:00 A.M.	71	1-333	
Dade	Sept. 18, 1944	1:00 P.M.	198	219-324	Chattel Mtge. File #849
Dallas	Sept. 18, 1944	2:30 P.M.	152	402	
Greene	Sept. 18, 1944	9:35 A.M.	768	1	
Hickory	Sept. 18, 1944	1:30 P.M.	85	10-333	
Jasper	Sept. 18, 1944	10:25 A.M.	504	1-333	
Lawrence	Sept. 18, 1944	11:45 A.M.	122	1	Chattel Mortgage Book 9, Letter "E"
McDonald	Sept, 18, 1944	11:30 A.M.	59	210-310	
Newton	Sept. 18, 1944	3:30 P.M.	110	91-244	
Pettis	Sept. 18, 1944	9:20 A.M.			File No. 28329, Filed as Chattel Mtge. only
Polk	Sept. 18, 1944	8:00 A.M.	242	76	
St. Clair	Sept. 18, 1944	9:10 A.M.	212	186	
Stone	Sept. 18, 1944	9:30 A.M.	40	1-333	"Trust Deed Book"
Taney	Sept. 18, 1944	9:00 A.M.	114	389	
Webster	Sept. 18, 1944	9:00 A.M.	1-A	1-333	
(Arkansas)					
Benton	Sept. 18, 1944	10:00 A.M.	148	321	Chattel Mortgage Record "22" page 632; at 10 A.M., Sept. 18, 1944.
(Kansas)					
Cherokee	Sept. 18, 1944	9:20 A.M.	109	1-333	As Chattel Mortgage, in Book 38, Page 57; Sept. 18, 1944.
(Oklahoma)					
Craig	Sept. 18, 1944	11:35 A.M.	191	149	File No. 394. As Chattel, Sept. 18, 1944, 11:35 A.M.
Ottawa	Sept. 18, 1944	9:00 A.M.	183	238	File No. 3834. As Chattel, Sept. 18, 1944, 9:00 A.M.

Officer's idavit of

The Empire Distri Electric Company

The undersigned officer The Empire District Electric Company hereby certifies that:

I am familiar with the enture of Mortgage and Deed of Trust ("Mortgage"), dated as of Stember 1, 1944, between The Empire District Electric Company, as par of the first part, and Harris Trust and Savings Bank and The Join National Bank and Trust Company, as trustees, parties of the secon part, as amended and supplemented by fifteen supplemental indenture

Attached hereto is a tr, correct and complete, conformed copy of either the Mortgage or or of the fifteen aforementioned supplemental indentures.

IN WITNESS WHEREOF, I ve hereunto set my hand this 1st day of September, 1989.

Gary C. Hunter
Secretary-Treasurer

State of Missouri)
) ss:
County of Jasper)

On this 1st day of September, 1989, before me, personally appeared Gary C. Hunter, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Darlene J. Hills
Notary Public

My Commission expires September 12, 1990.