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16503-f

RECORDATION NO _____ FILED 1425

SEP 6 1989 -2 15 PM

INTERSTATE COMMERCE COMMISSION

September 5, 1989

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 the sixth supplement to a mortgage, a secondary document, dated as of February 1, 1968.

The primary document to which this document is connected is being recorded at the same time.

The names and addresses of the parties are as follows:

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

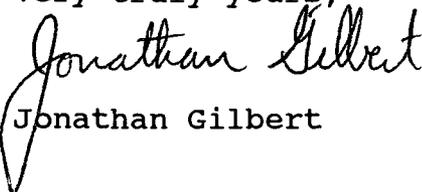
Trustees: Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois; First National Bank of Joplin, Joplin, Missouri

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 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: Sixth supplement to 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 First National Bank of Joplin, Joplin, Missouri, dated as of February 1, 1968, 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

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

By Hand

Officer's Affidavit of
The Empire District Electric Company

The undersigned officer of The Empire District Electric Company hereby certifies that:

I am familiar with the Indenture of Mortgage and Deed of Trust ("Mortgage"), dated as of September 1, 1944, between The Empire District Electric Company, as party of the first part, and Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as trustees, parties of the second part, as amended and supplemented by fifteen supplemental indentures.

Attached hereto is a true, correct and complete, conformed copy of either the Mortgage or one of the fifteen aforementioned supplemental indentures.

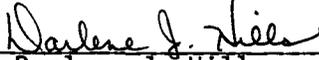
IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, 1989.



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.

16503-4
RECORDATION NO. _____ FILED 1428

SEP 6 1989 -2 15 PM

INTERSTATE COMMERCE COMMISSION [CONFORMED COPY]

THE EMPIRE DISTRICT ELECTRIC COMPANY

TO

HARRIS TRUST AND SAVINGS BANK

AND

FIRST NATIONAL BANK OF JOPLIN,
TRUSTEES

Sixth Supplemental Indenture

Dated as of February 1, 1968

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

First Mortgage Bonds, 6½% Series due 1998

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SIXTH SUPPLEMENTAL INDENTURE, dated as of February 1, 1968, between THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter 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. 111 West Monroe Street, in the City of Chicago, Illinois, and FIRST NATIONAL BANK OF JOPLIN (successor to 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 has heretofore executed and delivered to the Trustees its Indenture, dated as of September 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), to secure an issue of First Mortgage Bonds of the Company, issuable in series, and created thereunder a series of bonds designated as First Mortgage Bonds, 3½% Series due 1969, being the initial series of bonds issued under the Original Indenture; and

WHEREAS the Company has heretofore executed and delivered to the Trustees five Supplemental Indentures supplemental to the Original Indenture as follows:

Title	Dated
First Supplemental Indenture	as of June 1, 1946
Second Supplemental Indenture	as of January 1, 1948
Third Supplemental Indenture	as of December 1, 1950
Fourth Supplemental Indenture	as of December 1, 1954
Fifth Supplemental Indenture	as of June 1, 1957

each for the purpose of creating an additional series of bonds and of conveying additional property of the Company (the Original Indenture, all said Supplemental Indentures and this Supplemental Indenture are herein collectively called the "Indenture"); and

WHEREAS the Company has acquired certain additional property hereinafter described or mentioned and, in compliance with its cove-

nants in the Original Indenture, desires, by this Sixth Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Indenture; and

WHEREAS, as provided by the Original Indenture, the Board of Directors of the Company, by resolution, has authorized a new series of bonds, to mature February 1, 1998, and to be designated as "First Mortgage Bonds, 6½% Series due 1998", and has authorized provisions permitted by the Original Indenture in respect of the bonds of said series; and

WHEREAS the Company desires, pursuant to the provisions of Article 14 of the Original Indenture, to amend the second paragraph of § 2.04 of Article 2 of the Original Indenture; and

WHEREAS the Board of Directors of the Company has authorized the Company to enter into this Sixth Supplemental Indenture (herein sometimes referred to as "this Sixth Supplemental Indenture" or "this Supplemental Indenture") conveying to the Trustees and subjecting to the lien of the Indenture the property hereinafter described or mentioned, amending the Original Indenture as aforesaid, creating and designating the new series of bonds, and specifying the form and provisions of the bonds of said series provided or permitted by the Original Indenture; and

WHEREAS the texts of the First Mortgage Bonds, 6½% Series due 1998, and of the Principal Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the forms following, respectively:

[FORM OF BOND]

[FACE]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND

6½% SERIES DUE 1998

DUE FEBRUARY 1, 1998

REGISTERED

REGISTERED

No.

\$.....

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter some-

times called the Company), for value received, hereby promises to pay to _____ or registered assigns, on February 1, 1998 (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 February and the first day of August in each year to pay interest thereon at said office or agency at the rate per annum specified in the title hereof 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; or unless this bond be dated between the record date in respect of an interest payment date, as defined in the Sixth Supplemental Indenture, dated as of February 1, 1968, referred to on the reverse hereof, and the interest payment date, in which case from such interest payment date; 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 date to which interest shall have been or shall be 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. The interest so payable on any February 1 or August 1 will, subject to certain exceptions provided in said Sixth Supplemental Indenture, dated as of February 1, 1968, be paid to the person in whose name this bond is registered at the close of business on the January 16 or July 16 next preceding such February 1 or August 1.

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

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" as defined on the reverse hereof.

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 imprinted hereon and attested by its Secretary or an Assistant Secretary.

Dated: THE EMPIRE DISTRICT ELECTRIC COMPANY,

By
Vice President.

Attest:

.....
Assistant Secretary.

[FORM OF BOND]

[REVERSE]

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, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company (now First National Bank of Joplin), as Trustees (hereinafter called the Trustees), and certain indentures supplemental thereto, including a Third Supplemental Indenture and a Sixth Supplemental Indenture (dated respectively as of December 1, 1950 and February 1, 1968) made by the Company to the Trustees (said mortgage and deed of trust and said indentures supplemental thereto being hereinafter collectively called the "Indenture"), 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 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 (including those pertaining to any sinking and improvement 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, 6½% Series due 1998, of the Company.

The bonds of this series are subject to redemption at any time prior to maturity, upon not less than 30 nor more than 60 days' prior notice, in whole or in part, at the option of the Company, all as more fully provided in the Indenture, at the principal amount of the bonds so to be redeemed and accrued interest to the date fixed for redemption, together, if redeemed otherwise than by the operation of the Sinking Fund provisions of the Indenture applicable to this series, with a premium equal to a percentage of the principal amount thereof determined as set forth in the table below; *provided, however*, that no bonds of this series may be redeemed prior to February 1, 1973, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest rate or cost

(calculated in accordance with accepted financial practice) lower than the interest rate per annum specified in the title hereof:

If Redeemed During the Twelve Months' Period Beginning February 1	Premium	If Redeemed During the Twelve Months' Period Beginning February 1	Premium
1968.....	6.50%	1983.....	3.02%
1969.....	6.27	1984.....	2.79
1970.....	6.04	1985.....	2.56
1971.....	5.81	1986.....	2.33
1972.....	5.58	1987.....	2.09
1973.....	5.34	1988.....	1.86
1974.....	5.11	1989.....	1.63
1975.....	4.88	1990.....	1.40
1976.....	4.65	1991.....	1.17
1977.....	4.42	1992.....	0.93
1978.....	4.18	1993.....	0.70
1979.....	3.95	1994.....	0.47
1980.....	3.72	1995.....	0.24
1981.....	3.49	1996.....	0.00
1982.....	3.25	1997.....	0.00

The bonds of this series are entitled to the benefit of the Sinking Fund provided for this series 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 February 1, 1971 and on each February 1 thereafter prior to maturity, upon similar notice, at the principal amount thereof, together with accrued interest to the date fixed for redemption.

If this bond shall be called for redemption in whole or in part, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon (or on the portion hereof to be redeemed) 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 bond of this series, for a like principal

amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. If this bond is transferred between a record date, as defined in the aforementioned Sixth Supplemental Indenture, dated as of February 1, 1968, and the interest payment date in respect thereof, the new bond or bonds will bear interest from such interest payment date. 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 this series, may in like manner be exchanged at such office or agency for one or more new bonds of this series in authorized denominations, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer or exchange the Company may require the payment of any stamp or other tax or governmental charge incident thereto.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds 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.

[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 the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 6½% Series due 1998, 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 the Original Indenture, the aforementioned five Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons attached thereto, has 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 FIRST NATIONAL BANK OF JOPLIN, as Trustees, and their respective successor or successors in the trust, and its or their assigns forever, the following property, with the same force and effect and subject to the same reservations and exceptions, as though specifically described in the granting clauses of the Original Indenture, that is to say:

PLANTS

CHEROKEE COUNTY, KANSAS

1. *Addition to Riverton Steam Plant Site:*

A tract of land in the County of Cherokee, State of Kansas, described as follows:

A certain strip or parcel of land, lying, being and situate in the Northwest Quarter (NW¼) of Section Twenty (20), Township Thirty-four (34) South, Range Twenty-five (25) East, Cherokee County, Kansas at Riverton, said strip or parcel of land being more particularly described as follows: Said strip being Twenty (20) feet in width lying between parallel lines located Thirty (30) feet and Fifty (50) feet respectively distant in a northerly direction from

the center line of main track of St. Louis-San Francisco Railway Company, said strip extending westerly for a distance of One Thousand Seventy-one (1071) feet from the low water mark on the original east bank of Spring River; the west limits of said One Thousand Seventy-one (1071) foot strip being located at right angles to said center line of main track and Sixty-five (65) feet westerly measured along said center line of main track from its intersection with the north and south center line of the northwest quarter of Section Twenty (20) aforesaid; containing Five tenths (0.5) acres more or less. Excepting and reserving unto St. Louis-San Francisco Railway Company, its successors and assigns, in fee simple, all oil, gas and minerals lying in or under said property, including the total proceeds in the form of royalty payments or other income which may result from recovery in the future of all oil, gas and minerals underlying or allocated to the above described land, but not including the right to enter the surface to explore for or remove said minerals therefrom or for any other purpose.

This was previously described in the Original Indenture under Riverton Steam Plant, page 21, as Leased Property.

JASPER COUNTY, MISSOURI

2. *Asbury Steam Plant Site:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

All of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17), Township Thirty (30), Range Thirty-three (33), containing 160 acres, more or less, Jasper County, Missouri.

Also, all of the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Seventeen (17), Township Thirty (30), Range Thirty-three (33), Jasper County, Missouri.

SUBSTATIONS AND SWITCHING STATIONS

CHEROKEE COUNTY, KANSAS

1. *Baxter Springs West High Tension Substation:*

A tract of land in the County of Cherokee, State of Kansas, described as follows:

A plot of ground beginning at the road or highway right of way boundary lines at the northwest corner of the Northwest Quarter (NW $\frac{1}{4}$), Section 5, Township 35, Range 24, thence south for a distance of 348 feet; thence east for a distance of 125 feet; thence north for a distance of 348 feet to Highway #166 right of way line; thence west for a distance of 125 feet to point of beginning, con-

taining one acre more or less in the NW $\frac{1}{4}$ Section 5, Township 35, Range 24, Cherokee County, Kansas, but excepting therefrom a tract containing 0.03 acre more or less conveyed in a deed dated July 27, 1966 by The Empire District Electric Company to the State Highway Department of Kansas of Shawnee County. This conveyance does not involve the substation or its related facilities.

This was previously described in the Fourth Supplemental Indenture under Substations on Leased Properties, Page 17, as Substation No. 271.

CEDAR COUNTY, MISSOURI

2. *Stockton Northwest Switching Station:*

A tract of land in the County of Cedar, State of Missouri, described as follows:

Commencing Three Hundred Twenty-nine (329) feet South and Twenty (20) feet East of the Northwest Corner of Section Eight (8), Township Thirty-four (34) North, Range Twenty-six (26) West, Cedar County, Missouri, and on the East boundary of a county road, thence East One Hundred (100) feet, thence South One Hundred (100) feet, thence West One Hundred (100) feet to said boundary of county road, thence North One Hundred (100) feet to point of beginning, containing 0.229 acre, more or less.

DALLAS COUNTY, MISSOURI

3. *Buffalo South Substation:*

A tract of land in the County of Dallas, State of Missouri, described as follows:

Commencing at the intersection of the center line of a public road and the center line of U. S. Highway 65 on the south side of the Southwest Quarter of the Northwest Quarter of Section 10, Township 33 North, Range 20 West; thence east along the center line of said public road a distance of 474 feet to the east line of the Southwest Quarter of the Northwest Quarter of said Section 10; thence north along said east line a distance of 15 feet to an iron stake on the north right-of-way line of said public road which is the point of beginning; thence north along the east line of the Southwest Quarter of the Northwest Quarter of said Section 10 a distance of 150 feet to an iron stake; thence west 356 feet to an iron stake on the east right-of-way line of U.S. Highway 65; thence south 25°44' west along said east right-of-way line a distance of 165 feet to an iron stake on the north right-of-way line of said public road; thence east along the north right-of-way line of said public road a distance of 421 feet to the point of beginning, containing 1.36 acres, more or less, in Dallas County, Missouri.

JASPER COUNTY, MISSOURI

4. *Addition to North Joplin Substation:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

All of the South Forty-seven (47) feet of Lot Numbered One Hundred Seventeen (117) in Byers and Murphy's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri.

5. *Addition to Oronogo Switching Station:*

Tracts of land in the County of Jasper, State of Missouri, described as follows:

All of Lot Numbered Twenty Four (24) in Joplin-Webb City Acres Sub-Division being a part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 26, Township 28, Range 33 in Jasper County, Missouri.

Also all of Lot Numbered Twenty Five (25) in Joplin-Webb City Acres Sub-Division, being a part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty Six, Township 28, Range 33, Jasper County, Missouri.

LAWRENCE COUNTY, MISSOURI

6. *Marionville Northwest Substation:*

A tract of land in the County of Lawrence, State of Missouri, described as follows:

All that tract of land beginning at the northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) in Section Thirty-three (33), Township Twenty-seven (27) North, Range Twenty-five (25) West, at road right-of-way line; thence south 147.6 feet; thence west 147.6 feet; thence north 147.6 feet to road right-of-way line; thence east 147.6 feet to point of beginning, being a part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), Section 33, Township 27 North, Range 25 West, Lawrence County, Missouri.

McDONALD COUNTY, MISSOURI

7. *Anderson Southwest Substation:*

A tract of land in the County of McDonald, State of Missouri, described as follows:

Beginning at a point on the West line of Anderson Street, in Anderson, Mo. that is 15 feet North of the South line of the North Half

of the South Half of the Southwest Quarter of the Southwest Quarter of Section 12, Township 22, Range 33, running thence North 150 feet, thence West 150 feet, thence South 150 feet, thence East to place of beginning, McDonald County, Missouri.

POLK COUNTY, MISSOURI

8. *Humansville West Substation:*

A tract of land in the County of Polk, State of Missouri, described as follows:

All of a tract of land described as: Beginning at point 208.5 feet West of the Northwest Corner of Block Seven (7) Johnson's Continued Addition to the City of Humansville, also the center line of abandoned railroad, thence continuing West 400 feet, thence South 200 ft., thence East 413.9 ft., thence in a Northwesterly direction along the center line of abandoned railroad 200.4 ft. to the point of beginning, being a part of Block K Johnson's Continued Addition to the City of Humansville, Polk County, Missouri.

9. *Brighton East Substation:*

A tract of land in the County of Polk, State of Missouri, described as follows:

All of that tract beginning at the north right-of-way of Station 123-36 Polk County route SM near the southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-six (36), Township Thirty-two (32), Range Twenty-two (22), Polk County, Missouri; thence North 100 feet; thence East 100 feet; thence South 121.5 feet; thence West 102.28 feet chord length (102.30 arc length) to point of beginning, all being in the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), Section Thirty-six (36), Township Thirty-two (32), Range Twenty-two, Polk County, Missouri, except any part thereof for public roads and highways and public utilities rights-of-way.

ST. CLAIR COUNTY, MISSOURI

10. *Collins South Substation:*

A tract of land in the County of St. Clair, State of Missouri, described as follows:

Part of Lot Two (2) of Northwest quarter, Section Eighteen (18), Township Thirty-six (36), Range Twenty-four (24), described as follows: Begin 642.5 feet East of the Northwest corner thereof, being in the Westerly right-of-way line of Highway 13; run thence

Southerly along the Westerly right-of-way line of said Highway 830 feet for point of beginning of tract herein conveyed: run thence Southerly along said right-of-way line 311.14 feet; thence at a right angle Southwesterly 105 feet; thence Northwesterly parallel to and 105 feet from said Westerly right-of-way line 311.14 feet; thence at a right angle 105 feet to point of beginning, St. Clair County, Missouri.

TANEY COUNTY, MISSOURI

11. *Branson North Substation:*

A tract of land in the County of Taney, State of Missouri, described as follows:

A tract of land situated in the County of Taney, State of Missouri, being a part of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-three (23) North, Range Twenty-one (21) West, which is more particularly described as follows: Beginning at a point on the west line of said Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), said point being 20.00 feet south of the northwest corner of said Section 29 and 1312.77 feet north of the southwest corner of said Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) and being on the approximate south right-of-way line of a public road as now located; thence South along said west line 208.70 feet; thence East 208.70 feet; thence North 208.70 feet, to the approximate south right-of-way line of the aforesaid public road; thence West 208.70 feet to the point of beginning, containing 1.00 acre.

OFFICE BUILDING SITES

CHEROKEE COUNTY, KANSAS

1. *Galena Office Building:*

A tract of land in the County of Cherokee, State of Kansas, described as follows:

Lot Two Hundred and One (201), in Carlin Lead and Zinc Company's Addition to the City of Galena, according to the recorded plat of said Addition, Cherokee County, Kansas.

Also the North Seventeen and Forty-one One-Hundredths (17.41) feet of Lot Two Hundred and Two (202), in the Carlin Lead and Zinc Company's Addition to Galena, according to the recorded plat of said Addition; Cherokee County, Kansas.

DADE COUNTY, MISSOURI

2. *Greenfield Office Building:*

A tract of land in the County of Dade, State of Missouri, described as follows:

Beginning Twelve (12) feet East of the Northwest corner of Block Four (4), in the Original City of Greenfield, Missouri, thence East Seventy-one (71) feet, thence South Ninety (90) feet, thence West Seventy-one (71) feet, thence North ninety (90) feet to the place of beginning. Dade County, Missouri.

JASPER COUNTY, MISSOURI

3. *Additions to Joplin Office Building Facilities:*

Tracts of land in the County of Jasper, State of Missouri, described as follows:

All of Lot Numbered Forty Four (44) Pitcher's Addition to Joplin City, now a part of the City of Joplin, Jasper County, Missouri.

Also all of Lots Numbered Fifty-one (51) and Fifty-two (52) in Pitcher's Addition to Joplin City, now a part of the City of Joplin, Jasper County, Missouri. Subject to a lease dated June 16, 1960 and an extension agreement expiring July 31, 1968.

Also all of Lots 53 and 54 in Pitcher's Addition to Joplin City, now the City of Joplin, Jasper County, Missouri. Subject to a lease dated May 30, 1960 and an extension agreement expiring July 31, 1968.

Also all of Lots Fifty-five (55), Fifty-six (56) and the North Half of Lot Fifty-seven (57) in Pitcher's Addition to Joplin City, now a part of the City of Joplin, Jasper County, Missouri.

4. *Webb City Office Building:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

All of the North Fifteen (15) feet of Lot Numbered Forty-six (46) and all of Lots Numbered Forty-seven (47) and Forty-eight (48) in McCorkle's Addition to the City of Webb City, Jasper County, Missouri.

LAWRENCE COUNTY, MISSOURI

5. *Addition to Pierce City Office Building:*

A tract of land in the County of Lawrence, State of Missouri, described as follows:

All of the West Three (3) Feet of Lot Five (5), Block Thirty-five (35), Original Survey to Pierce City, Lawrence County, Missouri.

6. *Aurora Office Building:*

A tract of land in the County of Lawrence, State of Missouri, described as follows:

All of Lots 1, 2, 3 and 4 and the East 14 feet of Lot 5, all in Block 2, Original Survey to the City of Aurora, Lawrence County, Missouri.

NEWTON COUNTY, MISSOURI

7. *Neosho Office Building:*

A tract of land in the County of Newton, State of Missouri, described as follows:

Part of Lot Three in Block Twelve Neosho proper, Neosho, Missouri described as beginning at LS situated 11 feet east of the NW corner of Lot Three, thence east 50 feet to iron pin, thence south 154 feet to the south line of said Lot Three, thence west 50 feet to iron pin, said pin located 11 feet east of the SW corner of Lot Three; thence north 154 feet to beginning, Newton County, Missouri.

STOREROOM SITES

GREENE COUNTY, MISSOURI

1. *Ash Grove Storeroom Site:*

A tract of land in the County of Greene, State of Missouri, described as follows:

Lots Twenty (20), Twenty-one (21) and Twenty-two (22) in Block "F" of SWINNEY, PERRYMAN AND CHANDLER'S ADDITION to Ash Grove, Greene County, Missouri; together with any adjoining lands which were obtained from the St. Louis-San Francisco Railway Company as a result of the abandonment of its right-of-way.

LAWRENCE COUNTY, MISSOURI

2. *Aurora Storeroom Site:*

A tract of land in the County of Lawrence, State of Missouri, described as follows:

Part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), Township Twenty-six (26), Range Twenty-six (26), described as follows: Commencing at a point 1074.6 feet North of the Southeast corner thereof, marked by an iron pin in the North right of way line of Missouri State Highway No. 39; running thence North 205.37 feet, to an iron pin in the South right of way line of the St. Louis and San Francisco Railroad, thence at an angle of 86° 55' left, along the South side of

said railroad right of way a distance of 400 feet to an iron pin, thence at an angle of $93^{\circ} 05'$ left a distance of 205.4 feet to an iron pin in the North right of way line of said Missouri State Highway No. 39, thence at an angle of $86^{\circ} 57'$ left, along the North side of right of way line of said highway a distance of 400 feet to the point of beginning, Lawrence County, Missouri.

NEWTON COUNTY, MISSOURI

3. *Neosho Storeroom Site:*

A tract of land in the County of Newton, State of Missouri, described as follows:

All that part of the West Half of Section 4, Township 24N, Range 32W, Newton County, Missouri, described as beginning at an iron pin situated on the section line 1295.69 feet S. $89^{\circ} 17'$ east of the northwest corner of the said Section 4, thence south $2^{\circ} 44' 45''$ west the same being on a course along the east line of the Linde Company Tract, a distance of 663.5 feet to an iron pin in the north right of way line of the Kansas City Southern Spur Track, thence east along the said north right of way line 350 feet to an iron pin, thence north $2^{\circ} 44' 45''$ east a distance of 663.16 feet to an iron pin situated in the north line of the said Section 4, thence west along the north line of the said Section 4 a distance of 350 feet to the point of beginning, reserving, however, unto the grantor an easement 80 feet in width squarely off the north side of said tract for road and utility purposes with the right vested in grantor to dedicate the same to the public for such purposes; and subject to reservations, roads, easements and restrictions existing of record.

POLK COUNTY, MISSOURI

4. *Bolivar Storeroom Site:*

A tract of land in the County of Polk, State of Missouri, described as follows:

Beginning at the southwest corner of a tract heretofore deeded by John H. Eagon and Emma S. Eagon, his wife, to the West Missouri Power Company by deed that is recorded in the office of the Recorder of Deeds of Polk County, Missouri, in Record 208 at page 206, thence south with the east line of Street a distance of 80 feet, thence east to the west line of right-of-way of the St. Louis and San Francisco Railroad, thence northwesterly with said west line of right-of-way to the southeast corner of the tract above referred to, thence west to the point of beginning, all being in the Southwest quarter of the Southeast quarter of Section 2, Township 33, Range 23, in Polk County, Missouri, and within the corporate limits of the City of Bolivar, Missouri.

COMBINED STOREROOM AND OFFICE BUILDING SITES

CHEROKEE COUNTY, KANSAS

1. *Columbus Storeroom and Office Building Site:*

A tract of land in the County of Cherokee, State of Kansas, described as follows:

Lots Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Twenty-Two (22), in the Original Plat to Columbus, Cherokee County, Kansas.

CHRISTIAN COUNTY, MISSOURI

2. *Ozark Storeroom and Office Building Site:*

A tract of land in the County of Christian, State of Missouri, described as follows:

All of Lot Three (3) and the South Half (S $\frac{1}{2}$) of Lot Two (2) in Block Six (6), New Town of Ozark, Missouri. Same being all of City Lot No. Three Hundred Twenty (320) and the South Half (S $\frac{1}{2}$) of City Lot No. Three Hundred Nineteen (319) according to Paul's Survey of the City of Ozark, Christian County, Missouri. Subject to a ten (10) ft. right of way along the west side of said described lots for U. S. Highway 65.

GREENE COUNTY, MISSOURI

3. *Republic Storeroom and Office Building Site:*

A tract of land in the County of Greene, State of Missouri, described as follows:

All of the North Sixty-five (N.65) feet of the West One Hundred (W.100) feet of Lot Numbered Eight (8) in Block Three (3) in Sparkman's Second Addition to the Town of Republic, Greene County, Missouri.

TANEY COUNTY, MISSOURI

4. *Branson Storeroom and Office Building Site:*

A tract of land in the County of Taney, State of Missouri, described as follows:

All of Lot Sixteen (16) and Eleven (11) feet off of the West side of Lot Seventeen (17), all in Block Fourteen (14) in the City of Branson, Taney County, Missouri, as per the recorded plat thereof, said Block Fourteen (14) being a part of the Southwest Quarter

(SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-three (23), Range Twenty-one (21). Also fourteen feet (14 ft.) off the East side of Lot Seventeen (17) and all of Lots Eighteen (18) and Nineteen (19), all in Block Fourteen (14), in the City of Branson, Taney County, Missouri, as per the recorded plat thereof.

TRANSMISSION LINE ANGLE SITES

JASPER COUNTY, MISSOURI

Riverton-Joplin Line Angle Site:

A tract of land in the County of Jasper, State of Missouri, described as follows:

All of Lots numbered Twenty-seven (27), Twenty-eight (28), Thirty-three (33) and Thirty-four (34), in Joplin-Webb City Acres Sub-Division of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-six (26), Township Twenty-eight (28), Range Thirty-three (33), in Joplin, Jasper County, Missouri (located on northwest corner of St. Louis and Zora Streets intersection).

ELECTRIC TRANSMISSION LINES

1. *The Riverton-Oronogo Junction Line:*

That certain three-phase, 161,000-volt, single circuit, wood 2-pole transmission line known as the Riverton-Oronogo Junction Line, approximately 11.90 miles in length and extending from the Company's No. 167 Substation in the NW $\frac{1}{4}$ of Section 20, Township 34S., Range 25E., in the County of Cherokee, State of Kansas, to the Company's No. 110 Substation in the SE $\frac{1}{4}$ of Section 26, Township 28N., Range 33W., in the County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Cherokee, State of Kansas and in the County of Jasper, State of Missouri.

2. *The Oronogo Junction-Carthage S.P.A. Line:*

That certain three-phase, 161,000-volt, single and double circuit, wood 2-pole transmission line known as the Oronogo Junction-Carthage S.P.A. Line, approximately 11.09 miles in length (9.22 miles of single circuit and 1.87 miles of double circuit) and extending from the Company's No. 110 Substation in the SE $\frac{1}{4}$ of Section 26, Township 28N., Range 33W., in the County of Jasper, State of Missouri, to the Carthage

S.P.A. Substation in the NW $\frac{1}{4}$ of Section 22, Township 28N., Range 31W., in the County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Jasper, State of Missouri.

3. *The Marmaton Line:*

That certain three-phase, 161,000-volt, single circuit, wood 2-pole transmission line known as the Marmaton Line, approximately 27.0 miles in length and extending from a point in SE $\frac{1}{4}$ of Section 20, Township 28N., Range 31W., in the County of Jasper, State of Missouri, to a point in the SW $\frac{1}{4}$ of Section 19, Township 31N., Range 33W., in the County of Barton, State of Missouri, all as located, constructed, and equipped in the Counties of Barton and Jasper, State of Missouri.

4. *Existing 138,000-volt Transmission Line Rebuilt for 161,000 Volts:*

The Riverton-Service Line:

That certain three-phase, 161,000-volt, single and double circuit, steel tower transmission line known as the Riverton-Service Line, approximately 25.77 miles in length (5.72 miles of single circuit and 20.05 miles of double circuit) and extending from the Company's No. 167 Substation in the NW $\frac{1}{4}$ of Section 20, Township 34S., Range 25E., in the County of Cherokee, State of Kansas, to a point in the SE $\frac{1}{4}$ of Section 2, Township 32S., Range 21E., in the County of Cherokee, State of Kansas, all as located, constructed, and equipped in the County of Cherokee, State of Kansas. The above-described line is a conversion from 138,000-volt to 161,000-volt insulation. Said line being the line heretofore described in item 7, page 56, in the Original Indenture.

5. *The Tipton Ford-Neosho South Junction Line:*

That certain three-phase, 161,000-volt, single circuit, wood 2-pole transmission line known as the Tipton Ford-Neosho South Junction Line, approximately 12.25 miles in length and extending from the Company's No. 292 Substation in the SE $\frac{1}{4}$ of Section 9, Township 26N., Range 32W., in the County of Newton, State of Missouri, to the Company's No. 184 Substation in the SE $\frac{1}{4}$ of Section 8, Township 24N., Range 32W., in the County of Newton, State of Missouri, all as located, constructed, and equipped in the County of Newton, State of Missouri. The above described line is insulated for 161,000-volt but is now operating at 69,000 volt.

6. *The Gravette-Decatur Line:*

That certain three-phase, 34,500-volt, single circuit, wood pole transmission line known as the Gravette-Decatur Line, approximately 6.44 miles in length and extending from the Company's No. 700 Substation in

the SW $\frac{1}{4}$ of Section 12, Township 20N., Range 33W., in the County of Benton, State of Arkansas, to the Company's No. 326 Substation in the NW $\frac{1}{4}$ of Section 12, Township 19N., Range 33W., in the County of Benton, State of Arkansas, all as located, constructed, and equipped in the County of Benton, State of Arkansas (including .38 miles heretofore described in item 2, page 55, in the Original Indenture).

7. *The Hallowell North-P & M Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Hallowell North-P & M Line, approximately .09 miles in length and extending from a point in the NW $\frac{1}{4}$ of Section 27, Township 32S., Range 22E., in the County of Cherokee, State of Kansas, to the Company's No. 321 Substation in the NW $\frac{1}{4}$ of Section 27, Township 32S., Range 22E., in the County of Cherokee, State of Kansas, all as located, constructed, and equipped in the County of Cherokee, State of Kansas.

8. *The Davison Chemical Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Davison Chemical Line, approximately .23 miles in length and extending from a point in the NE $\frac{1}{4}$ of Section 2, Township 27N., Range 32W., in the County of Jasper, State of Missouri, to the Company's No. 313 Substation in the NE $\frac{1}{4}$ of Section 2, Township 27N., Range 32W., in the County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Jasper, State of Missouri.

9. *The Fasco Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Fasco Line, approximately .22 miles in length and extending from a point in the SW $\frac{1}{4}$ of Section 22, Township 27N., Range 27W., in the County of Christian, State of Missouri, to a point in the SW $\frac{1}{4}$ of Section 22, Township 27N., Range 27W., in the County of Christian, State of Missouri, all as located, constructed, and equipped in the County of Christian, State of Missouri.

10. *The Fair Grove-Cherokee Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Fair Grove-Cherokee Line, approximately 9.04 miles in length and extending from the Company's No. 171 Substation in the SE $\frac{1}{4}$ of Section 8, Township 30N., Range 20W., in the County of Greene, State of Missouri, to the Company's No. 333 Substation in the NE $\frac{1}{4}$ of Section 1, Township 31N., Range 20W., in the County of Dallas, State of Missouri, all as located, constructed, and equipped in the Counties of Dallas and Greene, State of Missouri.

11. *The Heatonville-Cherokee Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Heatonville-Cherokee Line, approximately .26 miles in length and extending from a point in the SW $\frac{1}{4}$ of Section 28, Township 29N., Range 26W., in the County of Lawrence, State of Missouri, to the Company's No. 338 Substation in the SW $\frac{1}{4}$ of Section 28, Township 29N., Range 26W., in the County of Lawrence, State of Missouri, all as located, constructed, and equipped in the County of Lawrence, State of Missouri.

12. *The Tipton Ford-Cherokee Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Tipton Ford-Cherokee Line, approximately 3.85 miles in length and extending from the Company's No. 292 Substation in the SE $\frac{1}{4}$ of Section 9, Township 26N., Range 32W., in the County of Newton, State of Missouri, to the Company's No. 332 Substation in the NW $\frac{1}{4}$ of Section 25, Township 26N., Range 32W., in the County of Newton, State of Missouri, all as located, constructed, and equipped in the County of Newton, State of Missouri.

13. *The Neosho-Linde Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Neosho-Linde Line, approximately .18 miles in length and extending from a point in the NW $\frac{1}{4}$ of Section 4, Township 24N., Range 32W., in the County of Newton, State of Missouri, to the Company's No. 314 Substation in the NW $\frac{1}{4}$ of Section 4, Township 24N., Range 32W., in the County of Newton, State of Missouri, all as located, constructed, and equipped in the County of Newton, State of Missouri.

14. *The Monett-City Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Monett-City Line, approximately 2.63 miles in length and extending from the Company's No. 152 Substation in the SW $\frac{1}{4}$ of Section 17, Township 26N., Range 27W., in the County of Lawrence, State of Missouri, to the Company's No. 311 Substation in the SW $\frac{1}{4}$ of Section 32, Township 26N., Range 27W., in the County of Barry, State of Missouri, all as located, constructed, and equipped in the Counties of Barry and Lawrence, State of Missouri.

15. *The Atlas Junction Solar Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Atlas Junction Solar Line, approximately 2.23 miles in length and extending from the Company's No. 109 Sub-

station in the SE $\frac{1}{4}$ of Section 33, Township 28N., Range 32W., in the County of Jasper, State of Missouri, to the Company's No. 315 Substation in the SW $\frac{1}{4}$ of Section 36, Township 28N., Range 32W., in the County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Jasper, State of Missouri.

16. *The Jasper-Williams Brothers Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Jasper-Williams Brothers Line, approximately 1.0 miles in length and extending from a point in the SE $\frac{1}{4}$ of Section 27, Township 30N., Range 31W., in the County of Jasper, State of Missouri, to the Company's No. 344 Substation in the SE $\frac{1}{4}$ of Section 26, Township 30N., Range 31W., in the County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Jasper, State of Missouri.

17. *The Marshfield-K.A.M.O. Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Marshfield-K.A.M.O. Line, approximately .10 miles in length and extending from a point in the NW $\frac{1}{4}$ of Section 9, Township 30N., Range 20W., in the County of Greene, State of Missouri, to the K.A.M.O. Substation in the NW $\frac{1}{4}$ of Section 9, Township 30N., Range 20W., in the County of Greene, State of Missouri, all as located, constructed, and equipped in the County of Greene, State of Missouri.

18. *The Monett-Gulf Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Monett-Gulf Line, approximately 3.88 miles in length and extending from a point in the SW $\frac{1}{4}$ of Section 32, Township 26N., Range 27W., in the County of Barry, State of Missouri, to the Company's No. 336 Substation in the NW $\frac{1}{4}$ of Section 16, Township 25N., Range 27W., in the County of Barry, State of Missouri, all as located, constructed, and equipped in the County of Barry, State of Missouri.

19. *The Commerce-City Line:*

That certain three-phase, 34,500-volt, single circuit, wood pole transmission line known as the Commerce-City Line, approximately 1.0 miles in length and extending from a point in the SW $\frac{1}{4}$ of Section 36, Township 29N., Range 22E., in the County of Ottawa, State of Oklahoma, to the Company's No. 325 Substation in the SW $\frac{1}{4}$ of Section 6, Township 28N., Range 22E., in the County of Ottawa, State of Oklahoma, all as located, constructed, and equipped in the County of Ottawa, State of Oklahoma.

20. *The Solar Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Solar Line, approximately .39 miles in length and extending from the Company's No. 315 Substation in the SW $\frac{1}{4}$ of Section 36, Township 28N., Range 32W., in the County of Jasper, State of Missouri, to a point in the NW $\frac{1}{4}$ of Section 1, Township 27N., Range 32W., in the County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Jasper, State of Missouri.

21. *Existing 33,000-volt Transmission Line Rebuilt for 69,000 Volts:*

(A) *The Atlas Junction-Carthage Line:*

That certain three-phase, 69,000-volt, single and double circuit, wood pole transmission line known as the Atlas Junction-Carthage Line, approximately 11.80 miles in length (9.95 miles of single circuit and 1.85 miles of double circuit) and extending from the Company's No. 109 Substation in the SE $\frac{1}{4}$ of Section 33, Township 28N., Range 32W., in the County of Jasper, State of Missouri, to the Company's No. 108 Substation in the NE $\frac{1}{4}$ of Section 32, Township 29N., Range 31W., in the County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Jasper, State of Missouri. The above-described line is a conversion from 33,000-volt to 69,000-volt insulation and operation. Said line being the line heretofore described in item 63, page 77, in the Original Indenture.

(B) *The Neosho-Gravette Line:*

That certain three-phase, 69,000-volt single circuit, wood pole and wood 2-pole transmission line known as the Neosho-Gravette Line, approximately 23.79 miles in length (15.22 miles wood pole and 8.57 miles wood 2-pole) and extending from the Company's No. 184 Substation in the SE $\frac{1}{4}$ of Section 8, Township 24N., Range 32W., in the County of Newton, State of Missouri, to the Company's No. 340 Substation in the NW $\frac{1}{4}$ of Section 35, Township 21N., Range 33W., in the County of McDonald, State of Missouri, all as located, constructed, and equipped in the Counties of Newton and McDonald, State of Missouri. The above-described line is a conversion from 33,000-volt to 69,000-volt insulation and operation. Said line being a portion of the line heretofore described in item 95, page 86, in the Original Indenture.

(C) *The West Seventh Street — #64 Substation Line:*

That certain three-phase, 69,000-volt, single and double circuit, wood pole transmission line known as the West Seventh Street — #64 Substation Line, approximately 2.65 miles in length (1.5 miles single circuit and 1.15 miles double circuit) and extending from the Company's No. 145 Substation in the NE $\frac{1}{4}$ of Section 8, Township 27N., Range 33W., in the County of Jasper, State of Missouri, to the Company's No. 64 Substation in the NE $\frac{1}{4}$ of Section 10, Township 27N., Range 33W., in the County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Jasper, State of Missouri. The above-described line is a conversion from 33,000-volt to 69,000-volt insulation and operation. Said line being a portion of the line heretofore described in item 59, page 75, in the Original Indenture.

(D) *The Atlas-Duquesne Road Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Atlas-Duquesne Road Line, approximately 4.12 miles in length and extending from the Company's No. 64 Substation in the NE $\frac{1}{4}$ of Section 10, Township 27N., Range 33W., in the County of Jasper, State of Missouri, to a point in the SE $\frac{1}{4}$ of Section 31, Township 28N., Range 32W., in the County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Jasper, State of Missouri. The above-described line is a conversion from 33,000-volt to 69,000-volt insulation and operation. Said line being a portion of the line heretofore described in item 61, page 76, in the Original Indenture.

(E) *The Columbus-Baxter Springs Line:*

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Columbus-Baxter Springs Line, approximately 6.54 miles in length and extending from the Company's No. 94 Substation in the SW $\frac{1}{4}$ of Section 32, Township 33S., Range 24E., in the County of Cherokee, State of Kansas, to the Company's No. 271 Substation in the NW $\frac{1}{4}$ of Section 5, Township 35S., Range 24E., in the County of Cherokee, State of Kansas, all as located, constructed, and equipped in the County of Cherokee, State of Kansas. The above-described line is a conversion from 33,000-volt to 69,000-volt insulation and operation. Said line being a portion of the line heretofore described in item 13, page 58, in the Original Indenture.

ELECTRIC DISTRIBUTION LINES

The electric distribution lines of the Company including the towers, poles, pole lines, wires, switch racks, insulators, supports, guys, and telephone lines and all other appliances and equipment 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, situated in the following states and counties and in, or in the vicinity of, the following cities, towns and villages:

<u>Municipality</u>	<u>County</u>	<u>State</u>
Decatur	Benton	Arkansas
Gentry	Benton	Arkansas
Gravette	Benton	Arkansas
Sulphur Springs	Benton	Arkansas
Baxter Springs	Cherokee	Kansas
Columbus	Cherokee	Kansas
Galena	Cherokee	Kansas
Mineral	Cherokee	Kansas
Roseland	Cherokee	Kansas
Scammon	Cherokee	Kansas
Treece	Cherokee	Kansas
Weir	Cherokee	Kansas
Butterfield	Barry	Missouri
Purdy	Barry	Missouri
Golden City	Barton	Missouri
Stockton	Cedar	Missouri
Billings	Christian	Missouri
Clever	Christian	Missouri
Ozark	Christian	Missouri
Sparta	Christian	Missouri
Arcola	Dade	Missouri
Everton	Dade	Missouri
Greenfield	Dade	Missouri
South Greenfield	Dade	Missouri
Buffalo	Dallas	Missouri
Louisburg	Dallas	Missouri
Urbana	Dallas	Missouri
Ash Grove	Greene	Missouri
Fair Grove	Greene	Missouri
Republic	Greene	Missouri
Strafford	Greene	Missouri
Walnut Grove	Greene	Missouri
Willard	Greene	Missouri

ELECTRIC DISTRIBUTION LINES (Continued)

<u>Municipality</u>	<u>County</u>	<u>State</u>
Cross Timbers	Hickory	Missouri
Hermitage	Hickory	Missouri
Preston	Hickory	Missouri
Weaubleau	Hickory	Missouri
Wheatland	Hickory	Missouri
Airport Drive	Jasper	Missouri
Alba	Jasper	Missouri
Asbury	Jasper	Missouri
Avilla	Jasper	Missouri
Brooklyn Heights	Jasper	Missouri
Carl Junction	Jasper	Missouri
Carterville	Jasper	Missouri
Duenweg	Jasper	Missouri
Duquesne	Jasper	Missouri
Fidelity	Jasper	Missouri
Iron Gates	Jasper	Missouri
Jasper	Jasper	Missouri
Joplin	Jasper	Missouri
LaRussell	Jasper	Missouri
Neck City	Jasper	Missouri
Oakland Park	Jasper	Missouri
Oronogo	Jasper	Missouri
Purcell	Jasper	Missouri
Reeds	Jasper	Missouri
Sarcoxie	Jasper	Missouri
Waco	Jasper	Missouri
Webb City	Jasper	Missouri
Aurora	Lawrence	Missouri
Freistatt	Lawrence	Missouri
Halltown	Lawrence	Missouri
Hoberg	Lawrence	Missouri
Marionville	Lawrence	Missouri
Miller	Lawrence	Missouri
Pierce City	Lawrence	Missouri
Stotts City	Lawrence	Missouri
Verona	Lawrence	Missouri
Anderson	McDonald	Missouri
Ginger Blue	McDonald	Missouri
Goodman	McDonald	Missouri
Lanagan	McDonald	Missouri
Noel	McDonald	Missouri
North Noel	McDonald	Missouri
Pineville	McDonald	Missouri

ELECTRIC DISTRIBUTION LINES (Continued)

<u>Municipality</u>	<u>County</u>	<u>State</u>
Southwest City	McDonald	Missouri
Spring Valley	McDonald	Missouri
Diamond	Newton	Missouri
Fairview	Newton	Missouri
Granby	Newton	Missouri
Leawood	Newton	Missouri
Neosho	Newton	Missouri
Newtonia	Newton	Missouri
Ritchey	Newton	Missouri
Saginaw	Newton	Missouri
Seneca	Newton	Missouri
Shoal Creek Drive	Newton	Missouri
Silver Creek	Newton	Missouri
Stark City	Newton	Missouri
Stella	Newton	Missouri
Sunnyvale	Newton	Missouri
Wentworth	Newton	Missouri
Aldrich	Polk	Missouri
Bolivar	Polk	Missouri
Fair Play	Polk	Missouri
Flemington	Polk	Missouri
Halfway	Polk	Missouri
Humansville	Polk	Missouri
Morrisville	Polk	Missouri
Pleasant Hope	Polk	Missouri
Collins	St. Clair	Missouri
Gerster	St. Clair	Missouri
Vista	St. Clair	Missouri
Galena	Stone	Missouri
Hurley	Stone	Missouri
Reeds Spring	Stone	Missouri
Branson	Taney	Missouri
Forsyth	Taney	Missouri
Hollister	Taney	Missouri
Commerce	Ottawa	Oklahoma
Fairland	Ottawa	Oklahoma
North Miami	Ottawa	Oklahoma
Picher	Ottawa	Oklahoma
Quapaw	Ottawa	Oklahoma
Wyandotte	Ottawa	Oklahoma
Bluejacket	Craig	Oklahoma
Welch	Craig	Oklahoma

SUBSTATIONS ON LEASED PROPERTIES

BENTON COUNTY, ARKANSAS

Substation No.	Lessor	Original Lessee	Lease Date
326	Dan P. Holmes and Alice M. Holmes	The Company	May 4, 1965

BARRY COUNTY, MISSOURI

311	City of Monett, Missouri	The Company	July 1, 1959
346	Frank Mourglia	The Company	July 27, 1967

CHRISTIAN COUNTY, MISSOURI

330	Fasco Industries, Incorporated	The Company	June 10, 1965
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DALLAS COUNTY, MISSOURI

333	The Cherokee Pipe Line Company	The Company	February 7, 1967
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JASPER COUNTY, MISSOURI

313	Atlas Chemical Industries, Inc.	The Company	November 28, 1962
315	Solar Nitrogen Chemicals, Inc	The Company	November 15, 1960
341	American Zinc Company	The Company	February 27, 1967

LAWRENCE COUNTY, MISSOURI

338	General Facilities, Inc.	The Company	February 7, 1967
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MCDONALD COUNTY, MISSOURI

310	Edward Aaron Corporation Noel Development Corporation United States Cold Storage Corporation	The Company	September 29, 1958
340	William R. Moore and Ruey May Moore	The Company	November 10, 1966

NEWTON COUNTY, MISSOURI

314	Union Carbide Corporation	The Company	June 16, 1960
332	The Cherokee Pipe Line Company	The Company	February 7, 1967

OTTAWA COUNTY, OKLAHOMA

317	Eagle-Picher Industries, Inc.	The Company	August 1, 1961
325	Rosalie A. Duffee	The Company	April 21, 1964

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

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 of the Original Indenture) 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 every part and parcel thereof;

SUBJECT, HOWEVER, to permitted encumbrances as defined in the Original Indenture; 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* of the Original Indenture;

TO HAVE AND TO HOLD the same, unto the Trustees and their and each of their respective successors and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Indenture, so that the same shall be held specifically by the Trustees under and subject to the terms of the Indenture in the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture;

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 the 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 in the Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then the Indenture and the estate and rights thereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

AND THE COMPANY, for itself and its successors, does hereby covenant and agree to and with the Trustees, for the benefit of those who shall hold the bonds and the coupons appertaining thereto, or any of them, issued or to be issued under the Indenture, as follows:

ARTICLE I.

Creation and Description of First Mortgage Bonds, 6½% Series due 1998.

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 6½% Series due 1998 (hereinafter sometimes called the "Bonds of the 1998 Series" or "Bonds"). The Bonds of the 1998 Series shall be limited to an aggregate principal amount of Twelve Million Dollars (\$12,000,000), excluding any Bonds of the 1998 Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of the 1998 Series pursuant to the provisions of *Article 2* or of §15.09 of the Original Indenture. Said Bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively. All Bonds of the 1998 Series shall mature February 1, 1998 and shall bear interest at the rate of 6½% per annum, payable semi-annually on February 1 and August 1 in each year; both principal and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The holder of any Bond on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond upon any exchange or transfer thereof subsequent to the record date and prior to such interest payment date, except if and to the extent that the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond (or any Bond or Bonds issued upon transfer or exchange thereof) is registered five business days before the date of payment of such defaulted interest. The term "record date" as used in this

Section with respect to any interest payment date shall mean the close of business on the January 16 or July 16, as the case may be, next preceding such interest payment date, or, if such January 16 or July 16 shall be a legal holiday or a day on which banking institutions in the City of Chicago, Illinois are authorized by law to remain closed, the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to remain closed.

Each Bond shall be dated as of the date of its authentication, *provided, however*, that each Bond authenticated by the Trustee between the record date with respect to any interest payment date and such interest payment date shall, unless the Company fails to pay the interest on such interest payment date, bear interest from such interest payment date.

The Company shall not be required to make any transfer or exchange of any Bonds for a period of 10 days next preceding any selection of Bonds for redemption, nor shall it be required to make transfers or exchanges of any Bonds which shall have been selected for redemption in whole or in part.

The Bonds of the 1998 Series shall be issued as fully registered Bonds only, in denominations of \$1,000 and multiples thereof.

The Bonds of the 1998 Series shall be registrable 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 of *Article 2* of the Original Indenture, upon payment of such an amount as shall be sufficient to reimburse the Company for, or to pay, any stamp or other tax or governmental charge incident thereto.

Notwithstanding the provisions of § 2.07 of *Article 2* of the Original Indenture, no service charge will be made for any exchange or transfer of any Bond of the 1998 Series.

SECTION 2. The Bonds of the 1998 Series described in Section 1 of this Article, in the aggregate principal amount of Twelve Million Dollars (\$12,000,000), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II.**Redemption of Bonds of the 1998 Series.**

SECTION 1. The Bonds of the 1998 Series shall, in the manner provided in *Article 5* of the Original Indenture, be redeemable at any time prior to maturity, in whole or in part, at the option of the Company at the principal amount of the Bonds so to be redeemed and accrued interest to the date fixed for redemption together with a premium as specified in the form of Bond set forth in this Supplemental Indenture; *provided, however*, that no Bonds of the 1998 Series may be redeemed prior to February 1, 1973, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest rate or cost (calculated in accordance with accepted financial practice) lower than the interest rate per annum specified in the title of the Bonds.

The Bonds of the 1998 Series shall also be redeemable through the operation of the Sinking Fund therefor in the manner, to the extent and at the Sinking Fund Redemption Price set forth in Article III of this Supplemental Indenture.

SECTION 2. The provisions of § 5.03, § 5.04 and § 5.05 of *Article 5* of the Original Indenture shall be applicable to Bonds of the 1998 Series. The principal amount of Bonds of the 1998 Series registered in the name of any holder and to be redeemed on any partial redemption shall be \$1,000, or a multiple thereof.

SECTION 3. The holder of each and every Bond of the 1998 Series issued hereunder hereby agrees to accept payment thereof prior to maturity on the terms and conditions provided for in Articles II and III of this Supplemental Indenture.

ARTICLE III.**Sinking and Improvement Fund for Bonds of the 1998 Series.**

SECTION 1. For the purpose of this Article, the 1st day of February, 1971 and each 1st day of February thereafter, to and including February 1, 1997, 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.

SECTION 2. The Company covenants and agrees that it will on February 1, 1971 create, and so long as any Bonds of the 1998 Series are outstanding maintain, a Sinking Fund for the Bonds of the 1998 Series, and that, except as in this Article otherwise permitted, it will pay to the Principal Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the 1998 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire \$120,000 principal amount of Bonds of the 1998 Series, at the Sinking Fund Redemption Price set forth in Section 5 of this Article.

SECTION 3. (a) The Company may satisfy all or any part of its obligations under this Article otherwise than by payment of cash as provided in Section 2 hereof by (i) the delivery to the Principal Trustee of Bonds of the 1998 Series theretofore acquired by the Company, subject to compliance with paragraph (c) of this Section 3, and each such Bond shall be received by the Principal Trustee in lieu of cash in an amount equal to the Sinking Fund Redemption Price of such Bond or (ii) utilizing as a credit any net property additions which might otherwise be made the basis for the authentication and delivery of bonds under the provisions of *Article 3* of the Original Indenture and which the Company elects to make the basis of a credit under this Article. Such net property additions shall be accepted by the Principal Trustee in lieu of cash in an amount equal to 60% of the amount of such net property additions.

(b) The Company shall also have the right at any time and from time to time to anticipate payment of all or any part of any one or more Sinking Fund payments (but not, in respect of any particular Sinking Fund payment, after the delivery to the Principal Trustee of the statement of the Company required by Section 6 of this Article) and to receive a credit on its obligations under this Article, to the extent of the Sinking Fund Redemption Price in respect of

(1) any Bonds of the 1998 Series theretofore acquired by the Company and then or theretofore delivered by it to the Principal Trustee for cancellation, or

(2) any Bonds of the 1998 Series previously redeemed, or called for redemption, and no longer outstanding,

subject to compliance with paragraph (c) of this Section 3, by delivery to the Principal Trustee of a statement of the Company setting forth in detail the Sinking Fund payments or parts thereof which the Company elects to anticipate, and the principal amounts and serial numbers of the Bonds of the 1998 Series the retirement of which under clauses (1) and/or (2) above is made the basis of such anticipated payment or payments, and otherwise showing compliance with the requirements of this Section 3.

(c) No Bond shall be made the basis of a credit under this Article upon any Sinking Fund payment or anticipated payment (i) if such Bond shall have been acquired, retired, redeemed or called for redemption by operation of the Sinking Fund or any maintenance, improvement or other fund under the Indenture or by the use of the proceeds of insurance on, or of the release or other disposition of, any funded property or by use as provided in § 3.10 of any cash deposited under § 3.08 of the Original Indenture or (ii) if the acquisition, retirement, redemption or call for redemption of such Bond has theretofore been made the basis for the issue of any bond or the withdrawal of cash or the taking of a credit under any of the provisions of the Indenture.

SECTION 4. All cash paid by the Company to the Principal Trustee pursuant to the provisions of this Article shall be applied to the redemption of Bonds of the 1998 Series as provided in this Article.

SECTION 5. The Sinking Fund Redemption Price applicable to Bonds of the 1998 Series to be retired under the provisions of this Article shall be the principal amount thereof together with accrued interest to the redemption date (herein referred to as the "Sinking Fund Redemption Price").

SECTION 6. The Company will at least sixty (60) days prior to each Sinking Fund Payment Date (except in a case where the Sinking Fund payment due on such date shall have been anticipated in full pursuant to Section 3 (b) of this Article) deliver a statement of the Company to the Principal Trustee stating (i) the aggregate principal amount and serial numbers of Bonds of the 1998 Series acquired by the Company which it intends to deliver to the Principal Trustee on such

Sinking Fund Payment Date pursuant to Section 3(a) (i) of this Article on account of such Sinking Fund obligation (or on account of all or any part of the unanticipated balance thereof) and otherwise showing compliance with said Section 3(a) (i), and (ii) the amount of net property additions which the Company intends to use as a credit to such Sinking Fund obligation pursuant to Section 3(a) (ii) of this Article.

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

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 of the Original Indenture, or any opinions with respect to the authorization of the issuance of bonds by governmental authorities and by the Company and with respect to tax laws applicable to the issuance of bonds, or to comply with any earnings requirements, or, unless the Principal Trustee shall so request, to comply with the requirements of the proviso in *subdivision (8)* of § 3.06 of the Original Indenture.

SECTION 8. In case any net property additions shall be utilized as a basis for credit under this Article, the property additions included therein shall forthwith become funded property (as defined in § 1.07 of the Original Indenture), and the engineer's certificate filed with the Principal Trustee pursuant to Section 7 of this Article shall be considered for the purposes of *Clause (A) of subdivision (3)* of § 3.06 of the Original Indenture as if it had been filed pursuant to said *subdivision (3)* of § 3.06 of the Original Indenture; *provided, however*, that any net property additions certified in such engineer's certificate in excess of the amount utilized for such credit may be added to, and treated as part of, the "unapplied balance of property additions" (as defined in § 1.05 of the Original Indenture) and be available for any purpose for which the "unapplied balance of property additions" is available under the Indenture, and for the purpose of a credit

under this Article. Any certificate executed pursuant to the provisions of § 3.06 of the Original Indenture shall give effect to the provisions of this Section.

SECTION 9. On each Sinking Fund Payment Date, it shall be the duty of the Principal Trustee to apply the cash paid to it under this Article for the account of the Sinking Fund (hereinafter called "Sinking Fund Cash") to the redemption of Bonds of the 1998 Series at the Sinking Fund Redemption Price. Such redemption, including the selection of the Bonds or portions thereof to be redeemed, shall be carried out in the manner provided in *Article 5* of the Original Indenture; *provided, however*, that the portion of any Bond of the 1998 Series to be redeemed shall be \$1,000 or a multiple thereof.

Each notice of redemption shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the Principal Trustee in the City of Chicago, Illinois), (iii) the Sinking Fund Redemption Price, (iv) the numbers and principal amount of Bonds of the 1998 Series of each owner to be then redeemed in whole or in part and (v) that on the date fixed for redemption interest on such Bonds of the 1998 Series, or portion of Bonds of the 1998 Series to be redeemed, shall cease.

In case any Bond of the 1998 Series shall be redeemed in part only, said notice shall also specify (i) the principal amount thereof to be redeemed and (ii) that, upon the presentation of such Bond of the 1998 Series for partial redemption, a new Bond or Bonds of the 1998 Series of an aggregate principal amount equal to the unredeemed portion of such Bond of the 1998 Series will be issued in lieu thereof; and in such case the Company shall execute, and the Principal Trustee shall authenticate and deliver to or upon the written order of the owner of any such Bond of the 1998 Series at the expense of the Company, a Bond or Bonds of the 1998 Series (but only in authorized denominations) for the principal amount of the unredeemed portion of such Bond of the 1998 Series or, at the option of the owner of such 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.

In case the Company shall fail to give to the Principal Trustee evidence to its satisfaction that notice of call for redemption as in this Article provided will be given, the Principal Trustee may, 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.

Notice of redemption having been given in the manner hereinabove provided, the Bonds of the 1998 Series (or the specified portions thereof) so to be redeemed shall, on the Sinking Fund Payment Date designated in such notice, become due and payable at the Sinking Fund Redemption Price; and from and after such Sinking Fund Payment Date so designated interest on the Bonds of the 1998 Series so called for redemption (or in the case of a partial redemption, on the portion thereof to be redeemed) shall cease to accrue, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price.

All Bonds of the 1998 Series redeemed or retired under the provisions of this Article shall forthwith be cancelled, and the Principal Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds of the 1998 Series so cancelled to or upon the written order of the Company.

ARTICLE IV.

Dividends and Similar Distributions and Other Covenants.

SECTION 1. The Company hereby covenants that, so long as any of the Bonds of the 1998 Series shall remain outstanding, the covenants and agreements of the Company set forth in § 4.10 and § 4.11 of the Original Indenture as heretofore supplemented shall be and remain in full force and effect and be duly observed and complied with by the Company, irrespective of whether or not any of the First Mortgage Bonds, 3½% Series due 1969, shall then remain outstanding.

SECTION 2. The Company hereby covenants that, so long as any Bonds of the 1998 Series are outstanding, no bonds of any series which have been purchased, redeemed or retired through the operation of, or have been made the basis of a credit under, any sinking, maintenance, improvement or other fund applicable to the bonds of such series shall be made the basis for the authentication and delivery of bonds or the withdrawal of cash or the taking of a credit under any of the provisions of the Indenture.

ARTICLE V.
The Trustees.

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

ARTICLE VI.
Miscellaneous Provisions.

SECTION 1. The second paragraph of § 2.04 of *Article 2* of the Original Indenture is hereby amended by deleting the last sentence thereof and substituting therefor the following two sentences:

“The Company will pay the interest on any fully registered bond without coupons of each and every series of bonds initially issued prior to February 1, 1968 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. The Company will pay the interest on any fully registered bond of the Bonds of the 1998 Series and of each and every additional series initially issued after February 1, 1968 in the manner and as provided in the supplemental indenture creating such series of bonds.”

SECTION 2. The Original Indenture as heretofore and hereby supplemented and amended is in all respects ratified and confirmed; and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Original Indenture as heretofore

supplemented on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All terms defined in Article 1 of the Original Indenture, as heretofore supplemented, shall, for all purposes of this Supplemental Indenture, have the meanings therein specified, unless the context otherwise requires.

SECTION 3. This Supplemental 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 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 and First National Bank of Joplin, parties of the second part, have each 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, all as of the day and year first above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY

[CORPORATE SEAL]

By M. E. WHITAKER

Attest:

Vice President.

G. M. HARVEY

Secretary.

Signed, sealed and delivered by THE EMPIRE
DISTRICT ELECTRIC COMPANY in the pres-
ence of:

BYRON MUELLER

HENRY KOST

HARRIS TRUST AND SAVINGS BANK,
as Trustee

[CORPORATE SEAL]

By G. N. ASKEW
Vice President.

Attest:

R. G. MASON
Assistant Secretary.

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

W. THOMAS

L. D. LEWIS

FIRST NATIONAL BANK OF JOPLIN,
as Trustee

[CORPORATE SEAL]

By L. R. REYNOLDS, JR.
President.

Attest:

MONTE BRITTENHAM
Secretary.

Signed, sealed and delivered by FIRST NATIONAL
BANK OF JOPLIN in the presence of:

BYRON MUELLER

HENRY KOST

STATE OF MISSOURI }
 COUNTY OF JASPER } SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 12th day of February, 1968, before me, a Notary Public in and for the County and State aforesaid, personally appeared M. E. WHITAKER, Vice President of The Empire District Electric Company, a Kansas corporation, and G. M. HARVEY, 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 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 Vice 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 M. E. WHITAKER and G. M. HARVEY, 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 Vice 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 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 notarial seal at my office in said County and State the day and year last above written.

My commission expires April 7, 1969.

[NOTARIAL SEAL]

NANCY O'BRYANT
Notary Public.

STATE OF ILLINOIS }
 COUNTY OF COOK } ss.:

BE IT REMEMBERED, and I do hereby certify, that on the 9th day of February, 1968, before me, a Notary Public in and for the County and State aforesaid, personally appeared G. N. ASKEW, Vice President of Harris Trust and Savings Bank, an Illinois corporation, and R. G. MASON, 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 G. N. ASKEW and R. G. MASON, being each duly sworn by me, severally deposed and said: that they reside at Downers Grove and Libertyville, Illinois, respectively; that they were at that time respectively Vice President and Assistant Secretary of said corporation; that they know 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 commission expires October 17, 1971.

[NOTARIAL SEAL]

P. M. ALMSTED
Notary Public.

STATE OF MISSOURI }
 COUNTY OF JASPER } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 12th day of February, 1968, before me, a Notary Public in and for the County and State aforesaid, personally appeared L. R. REYNOLDS, JR., President of First National Bank of Joplin, a corporation organized under the laws of the United States of America, and MONTE BRITTENHAM, 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 First National Bank of Joplin, 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 L. R. REYNOLDS, JR. and MONTE BRITTENHAM, 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 April 7, 1968.

[NOTARIAL SEAL]

DOLORES ATTEBERRY
Notary Public.