

CAHILL GORDON & REINDEL

EIGHTY PINE STREET

NEW YORK, N.Y. 10005

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RECORDATION NO

16503-0  
FILED 1435

SEP 6 1989 -2 15 PM

INTERSTATE COMMERCE COMMISSION

September 5, 1989

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TELEPHONE 212-701-3000  
WRITER'S DIRECT NUMBER  
(212) 701-3186

Re: The Empire District Electric Company  
Documents for Recordation

Dear Secretary:

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

This document is the fifteenth supplement to a mortgage, a secondary document, dated as of October 1, 1988.

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 Mercantile Bank and Trust Company, Joplin, Missouri

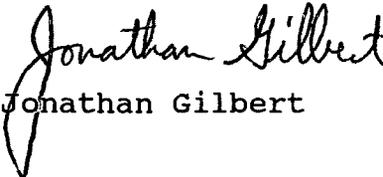
*C. O. ...*

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: Fifteenth 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 Mercantile Bank and Trust Company, Joplin, Missouri, dated as of October 1, 1988, 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 )  
County of Jasper ) ss:

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.

RECORDATION NO **16503**

SEP 6 1989 -2 15 PM

INTERSTATE COMMERCE COMMISSION

[CONFORMED COPY]

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THE EMPIRE DISTRICT ELECTRIC COMPANY  
TO  
HARRIS TRUST AND SAVINGS BANK  
AND  
FIRST NATIONAL MERCANTILE BANK AND TRUST COMPANY  
*Trustees*

---

**Fifteenth Supplemental Indenture**

*Dated as of October 1, 1988*

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

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**First Mortgage Bonds, 9¾% Series due 2018**

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**FIFTEENTH SUPPLEMENTAL INDENTURE**, dated as of October 1, 1988, 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 111 West Monroe Street, in the City of Chicago, Illinois, and FIRST NATIONAL MERCANTILE BANK AND TRUST COMPANY (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 of Mortgage and Deed of Trust, 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 fourteen Supplemental Indentures supplemental to the Original Indenture as follows:

<u>Title</u>	<u>Dated</u>
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
Sixth Supplemental Indenture . . . . .	as of February 1, 1968
Seventh Supplemental Indenture . . . . .	as of April 1, 1969
Eighth Supplemental Indenture . . . . .	as of May 1, 1970
Ninth Supplemental Indenture . . . . .	as of July 1, 1976
Tenth Supplemental Indenture . . . . .	as of November 1, 1977
Eleventh Supplemental Indenture . . . . .	as of August 1, 1978

<u>Title</u>	<u>Dated</u>
Twelfth Supplemental Indenture . . . . .	as of December 1, 1978
Thirteenth Supplemental Indenture . . . . .	as of November 1, 1979
Fourteenth Supplemental Indenture . . . . .	as of September 15, 1983

some for the purpose of creating an additional series of bonds and of conveying additional property of the Company, and some for the purpose of modifying or amending provisions of the Original Indenture (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 covenants in the Original Indenture, desires, by this Fifteenth Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Indenture; and

WHEREAS the Company desires by this Supplemental Indenture to reserve the right to amend the provisions of *Article 15* of the Original Indenture as provided in Article V hereof; and

WHEREAS the Company desires by this Supplemental Indenture to reserve the right to amend the provisions of *Article 4.10* of the Original Indenture as provided in Article VI hereof; 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 October 1, 2018, and to be designated as "First Mortgage Bonds, 9¾% Series due 2018", and has authorized provisions permitted by the Original Indenture in respect of the bonds of said series; and

WHEREAS the Board of Directors of the Company has authorized the Company to enter into this Fifteenth Supplemental Indenture (herein sometimes referred to as "this Fifteenth Supplemental Indenture" or "this Supplemental Indenture") conveying to the Trustees and subjecting to the lien of the Indenture the property hereinafter described or mentioned, 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, 9¾% Series due 2018, 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  
9¾% SERIES DUE 2018  
DUE OCTOBER 1, 2018

No. .... \$.....

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to or registered assigns, on October 1, 2018 (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 to pay interest thereon at said office or agency at the rate per annum specified in the title hereof from October 6, 1988, or from the most recent interest payment date to which interest has been paid or duly provided for on the bonds of this series, semi-annually on April 1 and October 1 in each year, commencing on April 1, 1989, until the Company's obligation with respect to such principal sum shall be discharged. The principal of and the premium, if any, 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 April 1 or October 1 will, subject to certain exceptions provided in the Fifteenth Supplemental Indenture referred to on the reverse hereof, be paid to the person in whose name this bond is registered at the close of business on the March 15 or September 15 next preceding such April 1 or October 1.

Reference is made to the further provisions of this bond set forth on the reverse hereof. Such 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 referred to on the reverse hereof.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY has caused this bond to be signed in its name by the facsimile signature of its President or a Vice President, and its corporate seal to be imprinted hereon and attested by the facsimile signature of its Secretary or an Assistant Secretary.

Dated:

THE EMPIRE DISTRICT ELECTRIC  
COMPANY,

By .....  
*President.*

Attest:

.....  
*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 indenture of 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 Mercantile Bank and Trust Company), as Trustees (hereinafter called the "Trustees"), and certain indentures supplemental thereto, including a Third Supplemental Indenture, a Sixth Supplemental Indenture, a Seventh Supplemental

Indenture, an Eighth Supplemental Indenture, a Fourteenth Supplemental Indenture and a Fifteenth Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970, September 15, 1983, and October 1, 1988) made by the Company to the Trustees (said indenture of mortgage and deed of trust and all indentures supplemental thereto being hereinafter collectively called the "Indenture"), to which Indenture reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture, including the provisions permitting the issuance of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by, and as provided in, the Indenture, the rights and obligations of the Company and of the holders of said bonds may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture, or in the event that one or more but less than all of the series of bonds then outstanding are affected by such change or modification, by the holders of 75% in aggregate principal amount of the outstanding bonds of such one or more series so affected. The Company has reserved the right to amend the Indenture without any consent or other action by the holders of any series of bonds created after July 1, 1977, including the bonds of this series, to provide that the rights and obligations of the Company and of the holders of the bonds may be changed or modified with the consent of the holders of 60% in aggregate principal amount of the bonds then outstanding or, in the event that one or more but less than all of the series of bonds then outstanding under the Indenture are affected by such change or modification, by the holders of 60% in aggregate principal amount of the outstanding bonds of such one or more series so affected. Without the consent of the holder hereof no change or modification of the rights and obligations of the Company and of the holders of the bonds shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or will otherwise modify the terms of payment of such principal or interest (other than changes in any sinking or other fund) or will permit the creation of any lien ranking prior

to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of such bondholder's bonds, subject to certain exceptions, or will, except as provided above, reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 9<sup>3</sup>/<sub>4</sub>% Series due 2018, of the Company.

The bonds of this series are subject to redemption prior to maturity, upon not less than 30 nor more than 60 days' prior notice, all as more fully provided in the Indenture, at the option of the Company, at any time on or after October 1, 1993, as a whole or from time to time in part, in each case at the principal amount thereof, with accrued interest to the date fixed for redemption and the applicable premium (expressed as a percentage of the principal amount) set forth in the table below for the twelve-month period beginning October 1 in the appropriate year under the heading "Redemption Premium":

<u>Year</u>	<u>Redemption Premium</u>	<u>Year</u>	<u>Redemption Premium</u>
1993 .....	5.0%	1998 .....	2.5%
1994 .....	4.5	1999 .....	2.0
1995 .....	4.0	2000 .....	1.5
1996 .....	3.5	2001 .....	1.0
1997 .....	3.0	2002 . . . . .	0.5

; and without premium if redeemed on or after October 1, 2003.

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 or exchanged between a record date, as defined in the aforementioned Fifteenth Supplemental Indenture, dated as of October 1, 1988, and the interest payment date in respect thereof, the new bond or bonds will bear interest from such interest payment date unless the interest payable on such date is not duly paid or provided for on such 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 as herein provided 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, 9¾% Series due 2018, 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 fourteen Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS FIFTEENTH 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 ensealing 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 does 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 MERCANTILE BANK AND TRUST COMPANY, 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:

## SUBSTATIONS AND SWITCHING STATIONS

### BENTON COUNTY, ARKANSAS

#### 1. *Decatur Substation:*

A tract of land in the County of Benton, State of Arkansas, described as follows:

Part of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 24, Township 19 North, Range 33 West, more particularly described as follows: From the SW corner of said NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , Section 24, run thence N 00 deg. 03'26" E 1320.00 feet; thence S 89 deg. 43'50" E 320.38 feet to the point of beginning; thence S 89 deg. 43'50" E 350.00 feet along and in an access road; thence S 17 deg. 10'48" E 597.50 feet; thence N 89 deg. 43'50" W 529.17 feet; thence N 00 deg. 16'0" E 570.00 feet to the point of beginning, containing 5.75 acres, more or less, subject to the right-of-way of said access road. (This tract also being known as part of Lot 46, Ozark Orchard Company Subdivision in said Section 24.)

### DADE COUNTY, MISSOURI

#### 2. *Lockwood Substation:*

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

Beginning at the Southeast corner of Section 19, Township 31 North, Range 27 West, thence North a distance of two hundred thirty feet (230'), thence West a distance of two hundred thirty feet (230'), thence South a distance of two hundred thirty feet (230'), thence East a distance of two hundred thirty feet (230') to the point of beginning, all lying in the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 19, and containing 1.21 acres, more or less.

#### 3. *Lockwood North City Substation:*

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

Commencing at the Southeast (SE) corner of the North Half (N  $\frac{1}{2}$ ) of Block Seven (7) in Davis Addition to Lockwood (which said point is 352 feet South (S) of the Northeast (NE) corner of said Block Seven (7)), thence West (W) 133 feet, thence North (N) 100 feet, thence East (E) 133 feet, thence South (S) 100 feet to the beginning.

DALLAS COUNTY, MISSOURI

4. *Buffalo North Substation:*

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

Part of the Southeast Quarter of the Northeast Quarter of Section (22), Township (34) North, Range (20) West, Dallas County, Missouri described as follows: Commencing at the Southwest Corner of said forty, thence S  $89^{\circ} 46'30''$  E 208.71 feet; thence N  $0^{\circ} 06'$  E 16.50 feet for the place of beginning; thence continuing N  $0^{\circ} 06'$  E. 208.71 feet; thence S  $89^{\circ} 46'30''$  E 208.71 feet; thence S  $0^{\circ} 06'$  W 208.71 feet; thence N  $89^{\circ} 46'30''$  W 208.71 feet to the place of beginning.

GREENE COUNTY, MISSOURI

5. *Fair Grove South Substation:*

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

Beginning at a point 18 feet West of the Southeast corner of the Southeast Quarter of the Southeast Quarter of Section 8, Township 30 North, Range 20 West, said point being on the West right-of-way of a public road, thence North along said road right-of-way and parallel to the East line of said Section 8, a distance of 208.71 feet; thence West a distance of 208.71 feet; thence South 208.71 feet to the South line of the Southeast Quarter of the Southeast Quarter of said Section 8; thence East 208.71 feet to the point of beginning, being a part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 30 North, Range 20 West, in Greene County, Missouri and containing 1 acre.

JASPER COUNTY, MISSOURI

6. *Expansion of Webb City-Tom Street Substation Site:*

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

All of Lots 75, 76, 77 and 78, in Walker's Addition to Webb City, Jasper County, Missouri.

7. *New Jasper Substation:*

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

All that part of Lot Numbered Eighteen (18) in SEAL AND BEAMER'S ADDITION to Jasper, Jasper County, Missouri, described as beginning 33.0 feet North and 25.0 feet East of a drill steel at the Center of Section 23, Township 30, Range 31, thence North along the East line of Harrison Avenue 208.75 feet, thence North 89° 53' East 208.75 feet, thence South 208.75 feet, thence South 89° 53' West 208.75 feet to the point of beginning, according to the recorded Plat thereof.

LAWRENCE COUNTY, MISSOURI

8. *Expansion of Monett 161 Kv/69 Kv Substation:*

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

Part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 26, Range 27, Lawrence County, Missouri, described as follows: Beginning 540 feet East of the Northwest corner thereof, thence South 573 feet, thence East 456 feet, thence North 573 feet, thence West 456 feet to the point of beginning.

MCDONALD COUNTY, MISSOURI

9. *Southwest City Substation:*

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

A parcel of land situated in the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 27, Township 21 North, Range 34 West of the 5th Principal meridian, McDonald County, Missouri. Being more particularly described as follows: Commencing at a R.R. spike representing the  $\frac{1}{4}$  Sec. corner common to sections 22 and 27; thence S  $05^{\circ} 20'40''$ E, along the interior  $\frac{1}{4}$  line a distance of 1,000.00' to the point of beginning; thence continuing S  $05^{\circ} 20'40''$ E, 320.00' to the SE corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 27; thence S  $84^{\circ} 07'28''$ W a distance of 328.40' to a point; then N  $05^{\circ} 20'40''$  W, 320.00' to a point; thence N  $84^{\circ} 07'28''$ E a distance of 328.40' to the point of beginning and containing in all 2.41 acres, more or less.

#### NEWTON COUNTY, MISSOURI

##### 10. *Expansion of Gateway Drive Substation:*

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

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 19, Township 27, Range 32, in the City of Joplin, Newton County, Missouri more particularly described as follows: Beginning at a right-of-way marker found on the South right-of-way line of "FF" Highway (Thirty-Second Street) 4824.20 feet on a bearing of South  $81^{\circ} 09'$  West along the North line of Section 19 and 40.0 feet South  $09^{\circ} 16'$  East of a concrete nail found at the Northeast corner of Section 19, Township 27, Range 32, thence South  $09^{\circ} 16'$  East 289.80 feet to a set  $\frac{5}{8}$  inch iron pin, thence South  $80^{\circ} 42'$  West 150.00 feet to a set  $\frac{5}{8}$  inch iron pin, thence North  $09^{\circ} 18'$  West 90.00 feet to an iron pin set at the Southwest corner of the existing substation, thence North  $80^{\circ} 42'$  East 100.00 feet to an iron pin set at the Southeast corner of the existing substation, thence North  $09^{\circ} 16'$  West 199.80 feet to an iron pin set on the South right-of-way line of "FF" Highway (Thirty-Second Street) at the Northeast corner of the existing substation, thence North  $81^{\circ} 09'$  East 50.00 feet along the South right-of-way line of "FF" Highway (Thirty-Second Street) to the point of beginning.

11. *Joplin Southeast Substation:*

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

Part of the Southwest Quarter of the Northwest Quarter of Section 20, Township 27, Range 32, Newton County, Missouri described as commencing at the West Quarter corner of said Section 20, thence East along the center line of Section 20 a distance of 600 feet to the point of beginning; thence North a distance of 1004.13 feet to the South Right-of-Way line of outer road of interstate highway I-44, thence South 65° 40' West along said Right-of-Way a distance of 430 feet, thence on a curve to the left continuing on said Right-of-Way a distance of 308.85 feet to a highway monument; thence South 16° 42' West along said Right-of-Way a distance of 52.20 feet to a highway monument; thence South along the East Right-of-Way of Duquesne Road a distance of 208.33 feet to its intersection with the Northerly Right-of-Way line of the Kansas City Southern Railroad; thence Southeasterly along the railroad Right-of-Way a distance of 497.90 feet to the South line of the said Southwest Quarter of the Northwest Quarter, thence East a distance of 171.85 feet to the point of beginning.

12. *Neosho East Substation:*

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

Part of the West Half of the Southeast Quarter (W ½ SE ¼) of Section 19, Township 25N, Range 31W, Neosho, Newton County, Missouri, described as commencing at a point in the south right-of-way line of Spring Street in the City of Neosho situated 432.50 feet west of the east line of the said W ½ SE ¼, the point of beginning; thence South a distance of 343.89 feet to the northerly right-of-way line of the old Missouri & North Arkansas Railroad; thence Southeasterly along said right-of-way a distance of 298.53 feet; thence North a distance of 554.45 feet to the south right-of-way of Spring Street; thence West along Spring Street a distance of 208.71 feet to the point of beginning; containing 2.15 acres.

13. *Wanda Substation:*

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

Part of the Southwest Quarter of the Northwest Quarter of Section 17, Township 24, Range 30, Newton County, Missouri, described as commencing at the Northwest corner of the said Southwest Quarter of the Northwest Quarter, thence East along the North line of said Southwest Quarter of the Northwest Quarter a distance of 44.17 feet to the East right-of-way line of Newton County Route O, the point of beginning, thence South  $0^{\circ} 08'$  West along the said right of way line a distance of 208.71 feet, thence East a distance of 208.71 feet, thence North  $0^{\circ} 08'$  East a distance of 208.71 feet to the North line of said Southwest Quarter of the Northwest Quarter, thence West a distance of 208.71 feet to the point of beginning.

14. *Reinmiller Substation:*

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

All of the Southwest One Quarter (SW  $\frac{1}{4}$ ) of the Southeast One Quarter (SE  $\frac{1}{4}$ ) of Section 21, Township 27, Range 32, except that part of the Southwest One Quarter (SW  $\frac{1}{4}$ ) of the Southeast One Quarter (SE  $\frac{1}{4}$ ) of said Section 21, beginning at a point 30 feet North of the Southeast corner of the Southwest One Quarter (SW  $\frac{1}{4}$ ) of the Southeast One Quarter (SE  $\frac{1}{4}$ ) thence North 295.16 feet, thence West 295.16 feet, thence South 295.16 feet to the North line of a public road, thence East along the North line of said road 295.16 feet to the point of beginning.

## POLK COUNTY, MISSOURI

15. *Expansion of Bolivar-Burns Substation:*

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

Lot 18, in SLEEPY HOLLOW SUBDIVISION, a subdivision in Polk County, Missouri, located in the Southwest Quarter of Southwest Quarter of Section 1, Township 33, Range 22, the East Half of Southeast Quarter of Southeast Quarter of Section 2, Township 33, Range 22, the East Half of Northeast

Quarter of Northeast Quarter of Section 11, Township 33, Range 22 and part of Northwest Quarter of Northwest Quarter of Section 12, Township 33, Range 22 and part of Southwest Quarter of Northwest Quarter of Section 12, Township 33, Range 22.

TANEY COUNTY, MISSOURI

16. *Expansion of Ozark Dam Powersite Substation:*

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

All of Lots 10, 11 and 12, and all of Lots 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34, Block 4, Powersite, in Taney County, Missouri.

Also,

A portion of Parcel 10 as shown on Survey Plat recorded in Plat Book 22 at Page 22 of the Official records of Taney County, Missouri; said parcel 10 being a part of Block 1, Powersite, Missouri that portion of Parcel 10 described as follows: All of Lot 7, of Block 1 of POWERSITE and parts of Lots 8, 9 and 10 of Block 1 POWERSITE described as beginning at the Southwest corner of said Lot 8; thence North  $21^{\circ} 05'08''$  East along the West lines of said lots 8, 9 and 10 a distance of 80.37 feet to the Northwest corner of said Lot 10; thence South  $2^{\circ} 36'23''$  West passing through said Lots 8, 9 and 10 a distance of 75.08 feet to the Northwest corner of Lot 7, Block 1 POWERSITE; thence North  $89^{\circ} 58'40''$  West along the South line of said Lot 8 a distance of 25.50 feet to the Point of Beginning.

17. *Forsyth North Substation:*

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

A tract of land situated in the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 20, Township 24 North, Range 20 West, Taney County, Missouri, being more particularly described as follows: Beginning at the Southwest corner of said SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ , thence N  $1^{\circ} 04'39''$  E along the West line of said SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; 857.41 feet; thence S  $89^{\circ} 30'37''$  E, 178.01 feet to a point on the Easterly right-of-way line of U.S. No. 160; thence N  $30^{\circ} 45'53''$  E along said Easterly right-

of-way line, 231.58 feet for a new point of beginning; thence S89° 30'29"E, 1022.08 feet; thence North N 1° 00'44"E, 225.00 feet; thence N89° 30'29"W, 892.79 feet to point on the said Easterly right-of-way line of U.S. No. 160; thence S30° 45'53"W along said right-of-way, 260.51 feet to the point of beginning, containing 4.95 acres, more or less, subject to all easements and restrictions of record.

18. *Branson Northwest Substation.*

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

A tract of land situated in the SE ¼ of the SE ¼ of Section 24, Township 23N, Range 22W, being more particularly described as follows: Beginning at the Southeast corner of said Section 24; Thence North 88 degrees 46 minutes 56 seconds west along the South line of said Section 24, 374.29 feet for a new point of beginning; thence continue North 88 degrees 46 minutes 56 seconds West along said South line, 300.00 feet; thence North 1 degree 13 minutes 04 seconds East, 300.00 feet; thence South 88 degrees 46 minutes 56 seconds East 300.00 feet; thence South 1 degree 13 minutes 04 seconds West, 300.00 feet to the new point of beginning. Also, an easment 30 feet wide being the North 30 feet of the NW ¼ NW ¼ Section 30, Township 23, Range 21 lying West of State Highway 248 and continuing West along the South line of Section 24, Township 23, Range 22 to provide access of the above described tract from State Highway 248.

19. *Branson Southwest Substation:*

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

All of a tract of land situated in the NE ¼ of the SE ¼ of Section 1, Township 22N, Range 22W, Taney County, Missouri being more particularly described as follows: beginning at the Southeast corner of said NE ¼ of SE ¼; thence N88° 08'21"W along the south line of said NE ¼ of SE ¼, 228.00 feet; thence N1° 25'42"E, 400.00 feet; thence S88° 08'21"E, 228.00 feet to a point on the East line of said NE ¼ of SE ¼; thence S1° 25'42"W along said East line, 400.00 feet to the point of beginning, containing 2.09 acres, more or less.

OFFICE BUILDING SITES

BENTON COUNTY, ARKANSAS

1. *Gravette Office Building Site:*

A tract of land in the County of Benton, State of Arkansas, described as follows:

Lot Eleven (11) and a strip of land of equal width 9 feet wide off of the West side of Lot Twelve (12) in Block Ten (10) in the Original Town of Gravette.

DALLAS COUNTY, MISSOURI

2. *Buffalo Office Building Site:*

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

Lot Three (3) in Block Fourteen (14), except the South six (6) feet in the Original Survey to the Town of Buffalo, Missouri.

STOREROOM SITES

BENTON COUNTY, ARKANSAS

1. *Gravette Service Center Site:*

A tract of land in the County of Benton, State of Arkansas, described as follows:

Part of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 14, Township 20 North, Range 33 West, Benton County, Arkansas, more particularly described as follows: From the NW Corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 14, run thence South 781.40 feet, thence North  $89^{\circ} 15'10''$  East 50 feet to the point of beginning, thence North  $89^{\circ} 15'10''$  East 325 feet, thence South 270 feet, thence South  $89^{\circ} 15'10''$  West 325 feet, thence North 270 feet to the point of beginning. Subject to the right-of-way easements of record and/or the utility lines transversing subject property.

CHEROKEE COUNTY, KANSAS

2. *Expansion of Baxter Springs Service Center:*

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

Lots One Hundred Twenty-two (122), One Hundred Twenty-three (123), One Hundred Twenty-four (124) and One Hundred Twenty-five (125), Railroad Addition to the City of Baxter Springs, according to the recorded plat thereof.

DALLAS COUNTY, MISSOURI

3. *Buffalo Service Center Site:*

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

Beginning forty (40) feet East of the Southwest Corner of the North Half of the Northwest Quarter of Section 23, Township 34, Range 20; thence North 1° 23' East along the East right of way of Missouri Highway No. 65 330.00 feet; thence South 88° 23' East 275.00 feet; thence South 1° 23' West 330.00 feet; thence North 88° 23' West 275.00 feet along the South line of said north Half of the Northwest Quarter 275.00 feet to the point of beginning. Also the following described tract of land for sanitary sewer easement: Five feet (5.0') on either side of the following described center-line: Commencing at the Northwest Corner of Section 23, Township 34 North, Range 20 West; thence South 40° 16' East 1203.0 feet to existing manhole "12" of outfall "A" and the true point of beginning of this easement, thence S 81° 01' W 493.25 feet; thence N 88° 23' 34" W 9.1 feet to the end of this easement center-line being 5 feet North and 10 feet West of Empire District Electric Company Tract in Dallas County, Missouri.

COMBINED STOREROOM AND OFFICE BUILDING SITE

GREENE COUNTY, MISSOURI

1. *Expansion of Republic Office and Service Center:*

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

Beginning at a point 65 feet South of the Northwest Corner of Lot 8 of Block 3 of SPARKMAN'S SECOND ADDITION; thence East 100 feet; thence North 65 feet; thence East 85 feet to the Northeast Corner of Lot 8; thence South along the East line of said Lot 8 a distance of 125 feet; thence West 185 feet; thence North 60 feet to the point of beginning, being a part of Lot 8 of Block 3 of SPARKMAN'S SECOND ADDITION, in the City of Republic, Green County, Missouri. EXCEPT that the grantor, party of the first part, does hereby reserve an easement for ingress and egress a permanent easement in perpetuity being situated upon the foregoing tract and described as follows:

Easement Description—Beginning at a point 185 feet East of the Northwest Corner of Lot 8 of Block 3 of SPARKMAN'S SECOND ADDITION; thence South 125 feet; thence West 115 feet; thence North 12 feet; thence East 103 feet; thence North 113 feet, thence East 12 feet to the point of beginning.

## WATER PLANT AND RIGHTS

### LAWRENCE COUNTY, MISSOURI

#### 1. *Aurora #5 Wellsite*

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

A tract of land located in the Southeast Quarter of Section 24, Township 26 North, Range 26 West, Lawrence County, Missouri, more particularly described as follows: Beginning at a  $\frac{5}{8}$  inch iron pin set at the Northeast corner of the tract and on the West right-of-way line of State Highway 39, located 3961.33 feet South and 33.67 feet West of a concrete rail and shiner found at the Northeast corner of said Section 24; thence South, 20.00 feet, along said Highway right-of-way to a  $\frac{5}{8}$  inch iron pin set; thence South 88 degrees 57 minutes West, 209.64 feet to a  $\frac{5}{8}$  inch iron pin set; thence South 01 degrees 03 minutes East, 188.71 feet to a  $\frac{5}{8}$  inch iron pin set at the Southeast corner of the tract; thence South 88 degrees 57 minutes West, 208.71 feet to a  $\frac{5}{8}$  inch iron pin set at the Southwest corner of the tract; thence North 01 degrees 03 minutes West, 208.71 feet to a  $\frac{5}{8}$  inch iron pin set at the Northwest corner of the tract; thence North 88 degrees 57 minutes East, 418.71 feet to the point of beginning.

2. *Aurora #6 Wellsite:*

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

Part of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 1, Township 26 North, Range 26 West, Lawrence County, Missouri described as beginning at a point 447.65 feet East and 30 feet North of the Southwest Corner thereof, said point being on the North right-of-way line of High Street in the City of Aurora, thence North  $89^{\circ} 42'26''$  East 105 feet along said right-of-way line, thence North  $0^{\circ} 00'22''$  East 208 feet, thence South  $89^{\circ} 42'26''$  West 105 feet, thence south  $0^{\circ} 00'22''$  West 208 feet to the point of beginning and containing 0.50 acres.

## MISCELLANEOUS PROPERTIES

### CHEROKEE COUNTY, KANSAS

1. *Baxter Springs Pole Yard Site:*

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

Beginning at the Southeast corner of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Three (3), Township Thirty-five (35) South, Range Twenty-four (24) East of the Sixth Principal Meridian, thence North One Hundred Seventy-five (175) feet, thence South 89 degrees 50 minutes West, Three Hundred Twenty (320) feet, thence South One Hundred Seventy-five (175) feet, thence North 89 degrees 50 minutes East, Three Hundred twenty (320) feet to the point of beginning.

2. *Baxter Springs Customer and Employee Parking Lot*

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

Lot One (1), Block Nine (9), Original Plat to the City of Baxter Springs, according to the recorded plat thereof, located in Cherokee County, Kansas.

## CHRISTIAN COUNTY, MISSOURI

*3. Ozark Pole Yard and Transformer Material Storage Site:*

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

A part of City Lots 125 and 126, as per Paul's Survey to the City of Ozark, Missouri, described as follows: Commencing at the Southwest corner of Lot 125, thence North  $0^{\circ} 26'15''$  East along the West line of said Lot 125, 31.0 feet, thence South  $89^{\circ} 22'11''$  East and parallel to the South line of said Lot 125, 15.32 feet to a point on the East right-of-way of "Old" Highway 65, said point being the point of beginning, thence continuing South  $89^{\circ} 22'11''$  East, along the South right-of-way line of a 25-foot road easement 175.50 feet, thence North  $0^{\circ} 26'15''$  East, 45.96 feet to the center of the cement base of Flag Pole, thence continuing North  $0^{\circ} 26'15''$  East, 184.86 feet, thence North  $64^{\circ} 55'58''$  West along the centerline of a creek known as (Garrison Spring Branch) 21.81 feet, thence North  $72^{\circ} 53'40''$  West along said centerline of Garrison Spring Branch 40.28 feet, thence South  $0^{\circ} 26'15''$  West, 17.96 feet to the Northeast corner of said Lot 125, thence North  $89^{\circ} 22'11''$  West along the North line of said Lot 125, 76.00 feet, thence southerly along the East right-of-way line of "Old" Highway 65 along a segment of a curve to the left having a forward tangent of South  $19^{\circ} 11'21''$  West, a radius of 779.13 feet, a length of 237.38 feet to the point of beginning, containing 0.87 acres, more or less, SAVE AND EXCEPT a twenty-five (25) foot easement and right-of-way for private road and street purposes being described as follows: Commencing at the Southwest corner of Lot 125, Paul's Addition to the City of Ozark, Christian County, Missouri, thence North  $0^{\circ} 26'15''$  East along the west line of Lot 125, 31.00 feet, thence South  $89^{\circ} 22'11''$  East, 15.32 feet to a point on the east right-of-way line of Old Highway 65, said point being the true point of beginning, thence continuing South  $89^{\circ} 22'11''$  East, 175.50 feet, thence North  $0^{\circ} 26'15''$  East, 25.00 feet, thence North  $89^{\circ} 22'11''$  West, 174.63 feet, thence southerly along the East right-of-way of said Old Highway 65 along a curve to the left having a radius of 779.13 feet, a distance of 25.01 feet to the true point of beginning.

*4. Ozark Microwave Tower Site*

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

Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 35, Township 28N, Range 21W, Christian County, Missouri; thence along the East line of said Northeast Quarter of the Southeast Quarter  $S1^{\circ} 31'E$  315.0 feet; thence  $N90^{\circ} W$  230.38 feet for a true point of beginning; thence continuing  $N90^{\circ} W$  50.0 feet; thence  $N0^{\circ} 00'E$  50.0 feet; thence  $S90^{\circ} E$  50.0 feet; thence  $S0^{\circ} 00'W$  50.0 feet to the point of beginning. Subject to all right-of-ways and easements of record. ALSO: A 20 foot wide easement to construct, maintain, repair, remove and replace a road and utilities, the South line of said easement being described as commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 35, Township 28N, Range 21W, Christian County, Missouri; thence along the East line of said Northeast Quarter of the Southeast Quarter  $S1^{\circ} 31'E$  315.0 feet; thence  $N90^{\circ} W$  30.0 feet to the West right-of-way of State Highway "NN" for a true point of beginning of said easement, thence continuing  $N90^{\circ} W$  200.38 feet for an end to said easement.

JASPER COUNTY, MISSOURI

5. *Joplin Land for Future Development in Electric Operations:*

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

All of Lot Numbered Forty-three (43) in Pitcher's Addition to the City of Joplin, Jasper County, Missouri, subject to all easements and restrictions of record and rights of tenants in possession. Tenants' rent to be pro-rated as of the date of possession between the parties and Second Parties shall have all future rent. Premises conveyed subject to party wall easement shown in Book 212 at Page 3 of the Jasper County Recorder of Deed's Office.

6. *Additional Parking Lot of Joplin Office:*

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

All of lots Numbered Sixty-One (61), Sixty-Two (62), Sixty-Three (63), and Sixty-Four (64) in PITCHER'S ADDITION to

the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

*7. Expansion of Joplin Transportation Center Site:*

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

All that portion of the former Kansas City, Fort Scott and Memphis Railway Company's (now Burlington Northern Railroad Company's) 50 foot wide Branch Line right-of-way, being 25 feet wide on each side of the Branch Line Main Track centerline as now located and constructed in the NE<sup>1</sup>/<sub>4</sub> of Section 8, T27N, R33W, of the 5th Principal Meridian, City of Joplin, Jasper County, Missouri, lying between the West line of said Section 8 and a line drawn at right angles to said Main Track centerline being distant 1250 feet Westerly of the West right-of-way line of Schiffendecker Avenue as measured along said Main Track centerline.

*8. Expansion of Facilities at Fourth & Railroad and Fifth & School Streets:*

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

All of lot Numbered Eighty-six (86) in CENTRAL ADDITION, to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. All of Lots Numbered Eighty-seven (87) and Eighty-eight (88) in CENTRAL ADDITION, to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

LAWRENCE COUNTY, MISSOURI

*9. Aurora Storage Building Site:*

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

Part of the Northwest Quarter of the Southwest Quarter, Section 12, Township 26, Range 26, Lawrence County, Missouri described as follows: Beginning at a point 1279.97 feet North of the Southeast Corner thereof, said point being marked by an iron pin in the South right of way line of the Burlington Northern

(formerly the St. Louis and San Francisco) Railroad, thence at an angle of 86 degrees 55 minutes Left, along said South right of way line 400 feet to an iron pin marking the true point of beginning, thence at an angle of 93 degrees 05 minutes Left a distance of 205.4 feet to an iron pin in the North right of way line of Missouri State Highway No. 39, thence Westerly along said North right of way line 272 feet, more or less, to the center of a drainage ditch, thence due North to the South right of way line of said Burlington Northern Railroad, thence Easterly along said South right of way line to the true point of beginning.

NEWTON COUNTY, MISSOURI

10. *Total Electric Demonstration House:*

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

Lot Twenty-six (26) Wildwood, a Subdivision of part of Section Thirty-six (36), Township Twenty-seven (27), Range Thirty-three (33), Newton County, Missouri.

POLK COUNTY, MISSOURI

11. *Morrisville Microwave Tower Site:*

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

Commencing at the Southwest corner of Lot 2 of the NE $\frac{1}{4}$  of Section 2, Township 32 North, Range 23 West in the center of Missouri Highway "U", thence East 30 feet to the East Right of Way of said Highway "U" at the North side of the County Road, thence Easterly along said road 206.62 feet to the true point of beginning, thence North parallel with said Highway "U" 180.00 feet, thence East 50.00 feet, thence South 180.00 feet, thence West 50.00 feet to the true point of beginning, in Polk County, Missouri.

and an easement for a power line beginning 30' East of the SW Corner of Lot 2 of the NE $\frac{1}{4}$  of Section 2, Township 32N, Range 23W, at the east side of Missouri Highway "U" and the north side of the County Road thence easterly along said County

Road 206.62' thence north 10' thence westerly 206.62' thence south 10' to the point of beginning, in Polk County, Missouri.

STONE COUNTY, MISSOURI

12. *Reeds Spring Tower and Microwave Equipment Site:*

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

Beginning at a point on the South line of the Southeast Quarter of the Northeast Quarter of Section 19, Township 24 North, Range 22 West, Stone County, Missouri, said point being North 86° 40' West, 360.00 feet from the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 19; thence continuing North 86° 40' West along said South line, 60.00 feet; thence North 2° 29' East, 180.00 feet; thence South 86° 40' East, 60.00 feet; thence South 2° 29' West, 180.00 feet to the point of beginning and containing 0.03 acres more or less.

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, products 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, 9<sup>3</sup>/<sub>4</sub>% SERIES DUE 2018

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, 9<sup>3</sup>/<sub>4</sub>% Series due 2018 (hereinafter sometimes called the "Bonds of the 2018 Series" or "Bonds"). The Bonds of the 2018 Series shall be limited to an aggregate principal amount of Twenty-Five Million Dollars (\$25,000,000), excluding any Bonds of the 2018 Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of the 2018 Series pursuant to the provisions of Article 2 or of §15.09 of the Original Indenture. Said Bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively. Each Bond shall be dated as of the date of its authentication and all Bonds of the 2018 Series shall mature October 1, 2018 and shall bear interest at the rate of 9<sup>3</sup>/<sub>4</sub>% per annum, payable semi-annually on April 1 and October 1 in each year, commencing April 1, 1989; 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 on a date fixed by the Company, which shall be not more than 15 and not less than 10 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 March 15 or September 15, as the case may be, next preceding such interest payment date, whether or not such March 15 or September 15 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 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 2018 Series shall be issued as fully registered Bonds only, in denominations of \$1,000 and multiples thereof.

The Bonds of the 2018 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 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 §2.08 of the Original Indenture no service or other charge will be made for any exchange or transfer of any Bond of the 2018 Series.

SECTION 2. The Bonds of the 2018 Series described in Section 1 of this Article, in the aggregate principal amount of Twenty-Five Million Dollars (\$25,000,000), 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, all or any portion of the Bonds of the 2018 Series may, from time to time, 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 2018 SERIES.

SECTION 1. The Bonds of the 2018 Series, in the manner provided in Article 5 of the Original Indenture, shall be redeemable at any time on or after October 1, 1993 and 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 any applicable premium as specified under the heading "Redemption Premium" in the form of Bond set forth in this Supplemental Indenture. The Bonds of the 2018 Series shall not be redeemable through the operation of any sinking fund.

SECTION 2. The provisions of §5.03, §5.04 and §5.05 of the Original Indenture shall be applicable to Bonds of the 2018 Series. The principal amount of Bonds of the 2018 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 2018 Series issued hereunder hereby, and by accepting the Bond, agrees to accept payment thereof prior to maturity on the terms and conditions provided for in this Article II.

## ARTICLE III

### DIVIDENDS AND SIMILAR DISTRIBUTIONS AND OTHER COVENANTS.

The Company hereby covenants that, so long as any of the Bonds of the 2018 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, notwithstanding that no First Mortgage Bonds, 3½% Series due 1969, remain outstanding.

#### ARTICLE IV

##### 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 V

##### RESERVATION BY COMPANY OF RIGHT TO AMEND ARTICLE 15 OF ORIGINAL INDENTURE

The Company reserves the right, subject to appropriate corporate action, but without any consent or other action by holders of bonds of any series created after July 1, 1977, to make such amendments to the Original Indenture, as heretofore supplemented and amended, as shall be necessary in order to amend *Article 15* thereof so as to substitute "sixty per centum (60%)" for "seventy-five per centum (75%)" wherever appearing in said *Article 15*.

#### ARTICLE VI

##### RESERVATION BY COMPANY OF RIGHT TO AMEND SECTION 4.10 OF ORIGINAL INDENTURE.

The Company reserves the right, subject to appropriate corporate action, but without consent or other action by holders of bonds of any Series created after November 1, 1978, to make such amendments to the Original Indenture, as heretofore supplemented and amended, as shall be necessary in order to amend *Section 4.10* thereof so as to eliminate or change the Maintenance and Replacement Fund, the Standard of Expenditure, the credits taken therefrom, the payments to the trust as such a

fund, the certificate of the Company and any other provisions or requirements of said *Section 4 10* or any part thereof, or to substitute any other fund, standard, credits, payments, certificate, provisions or requirements therefor; *provided, however*, that no such amendment shall adversely affect the manner in which, or alter the prices or times at which, Bonds of the 2018 Series may be redeemed by the Company as provided in Article II of this Supplemental Indenture.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS.

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

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

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.

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

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 Mercantile Bank and Trust Company, 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

By /s/ V.E. BRILL.....  
Name: V.E. Brill  
Title: Vice President-Finance

[Corporate Seal]

Attest:

/s/ H.H. KOST.....  
Name: H.H. Kost  
Title: Secretary

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

/s/ R.L. COSTLEY.....  
Name: R.L. Costley

/s/ G.A. KNAPP.....  
Name: G.A. Knapp

HARRIS TRUST AND SAVINGS BANK,  
*as Trustee*

By /s/ R.S. STAM.....  
Name: R.S. Stam  
Title: Vice President

[Corporate Seal]

Attest:

/s/ F.A. PIERSON.....  
Name: F.A. Pierson  
Title: Assistant Secretary

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

/s/ C. POTTER.....  
Name: C. Potter

/s/ D.G. DONOVAN.....  
Name: D.G. Donovan

FIRST NATIONAL MERCANTILE BANK  
AND TRUST COMPANY,  
*as Trustee*

By ./s/ DOUGLAS HAUSER.....  
Name: Douglas Hauser  
Title: Vice President

[Corporate Seal]

Attest:

./s/ CLAUDE E. JARDON, JR......  
Name: Claude E. Jardon, Jr.  
Title: Secretary

Signed, sealed and delivered by  
FIRST NATIONAL MERCANTILE  
BANK AND TRUST COMPANY in  
the presence of:

./s/ R.L. COSTLEY.....  
Name: R.L. Costley

./s/ G.A. KNAPP.....  
Name: G.A. Knapp

STATE OF MISSOURI        }  
COUNTY OF JASPER        } ss. :

BE IT REMEMBERED, and I do hereby certify, that on this 3rd day of October, 1988, before me, a Notary Public in and for the County and State aforesaid, personally appeared V.E. Brill, the Vice President-Finance of THE EMPIRE DISTRICT ELECTRIC COMPANY, a Kansas corporation, and H.H. Kost, the 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-Finance 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-Finance 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 V.E. Brill and H.H. Kost, 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 Vice President-Finance 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-Finance, 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 February 12, 1989.

[Notarial Seal]

...../s/ MILDRED L. DICKERSON.....  
Mildred L. Dickerson,  
Notary Public

STATE OF ILLINOIS }  
COUNTY OF COOK } ss. :

BE IT REMEMBERED, and I do hereby certify, that on the 30th day of September, 1988, before me, a Notary Public in and for the County and State aforesaid, personally appeared R.S. Stam, Vice President of HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, and F.A. Pierson, 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 R.S. Stam and F.A. Pierson, being each duly sworn by me, severally deposed and said: that they reside at Wheaton and Chicago, Illinois, respectively; that they were at that time respectively Vice President and Assistant Secretary, of said corporation; that they knew the corporate seal of said corporation and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the By-Laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My commission expires July 12, 1989.

[Notarial Seal]

..... /s/ T. MUZQUIZ .....  
T. Muzquiz,  
Notary Public

STATE OF MISSOURI }  
COUNTY OF JASPER } ss. :

BE IT REMEMBERED, and I do hereby certify, that on this 3rd day of October, 1988, before me, a Notary Public in and for the County and State aforesaid, personally appeared Douglas Hauser, Vice President of FIRST NATIONAL MERCANTILE BANK AND TRUST COMPANY, a corporation organized under the laws of the United States of America, and Claude E. Jardon, Jr., 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 FIRST NATIONAL MERCANTILE BANK AND TRUST 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 Douglas Hauser and Claude E. Jardon, Jr., being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; respectively; 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 seal at my office in said County and State the day and year last above written.

My commission expires August 16, 1991.

[Notarial Seal]

...../s/ KAREN A. WALTER.....  
Karen A. Walter,  
Notary Public