Sarpy County, NE

205-1261

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REGISTER OF DEEDS

RESTATEMENT OF INDENTURE

AND

THIRTY-ONE SUPPLEMENTAL INDENTURES THERETO

UTILICORP UNITED INC.
(formerly named Missouri Public Service Company)

TO

COMMERCE BANK OF KANSAS CITY, N.A.
(successor to Commerce Trust Company)

TRUSTEE

Dated as of February 15, 1986

02379

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(Not part of Indenture)

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THIS RESTATEMENT OF THE INDENTURE AND THE THIRTY-ONE SUPPLEMENTAL INDENTURES THERETO, hereinafter referred to, dated as of the fifteenth day of February, 1986, made and entered into by and between UTILICORP UNITED INC. (formerly named MISSOURI PUBLIC SERVICE COMPANY), a corporation organized and existing under the laws of the State of Missouri (hereinafter commonly referred to as the "Company"), and COMMERCE BANK OF KANSAS CITY, N.A., a national banking association organized and existing under the laws of the United States of American with its principal office and place of business in Kansas City, State of Missouri (hereinafter commonly referred to as the "Trustee," which term shall include said Bank as previously named), as Trustee under the Indenture dated January 1, 1946, Supplemental Indenture dated September 1, 1946, Second Supplemental Indenture dated January 1, 1948 and Third Supplemental Indenture dated January 1, 1949, and heretofore executed by Missouri Public Service Corporation, a Delaware corporation (hereinafter commonly referred to as the "Delaware corporation"), which under an Agreement and Plan of Merger dated as of April 11, 1950 and made effect on May 31, 1950, was merged with the Company, a Fourth Supplemental Indenture dated June 1, 1950 wherein and whereby the Company adopted the foregoing Indenture and all supplements thereto as its own, and assumed and agreed to perform and fulfill all of the terms, covenants and conditions thereof, a Fifth Supplemental Indenture dated as of June 1, 1951, a Sixth Supplemental Indenture dated as of January 1, 1952, a Seventh Supplemental Indenture dated as of September 1, 1953, an Eighth Supplemental Indenture dated as of September 1, 1954, a Ninth Supplemental Indenture dated as of June 1, 1955, a Tenth Supplemental Indenture dated as of February 1, 1957, an Eleventh Supplemental Indenture dated as of September 1, 1957, a Twelfth Supplemental Indenture dated as of April 1, 1959, a Thirteenth Supplemental Indenture dated as of April 15, 1961, a Fourteenth Supplemental Indenture dated as of March 15, 1967, a Fifteenth Supplemental Indenture dated as September 1, 1967, a Sixteenth Supplemental Indenture dated as of January 15, 1968, a Seventeenth Supplemental Indenture dated as of May 1, 1968, an Eighteenth Supplemental Indenture dated as of January 1, 1969, a Nineteenth Supplemental Indenture dated as of April 15, 1969, a Twentieth Supplemental Indenture dated as of May 1, 1971, a Twenty-first Supplemental Indenture dated as of April 15, 1972, a Twenty-second Supplemental Indenture dated as of April 1, 1973, a Twenty-third Supplemental Indenture dated as of November 15, 1974, a Twenty-fourth Supplemental Indenture dated as of December 1, 1974, a Twenty-fifth Supplemental Indenture dated as of September 1, 1976, a Twenty-sixth Supplemental Indenture dated as of July 1, 1977, a Twenty-seventh Supplemental Indenture dated as of April 1, 1978, a Twenty-eighth Supplemental Indenture dated as of September 15, 1979, a Twenty-Ninth Supplemental Indenture dated as of November 15, 1980, a Thirtieth Supplemental Indenture dated as of October 15, 1982, and a Thirty-first Supplemental Indenture dated as of October 15, 1983, executed by the Company.

WITNESSETH:

WHEREAS, the Delaware corporation had heretofore entered into an Indenture (hereinafter commonly referred to as the "Original Indenture"), dated January 1, 1946 (but actually executed the 25th day of April, 1946) to the Trustee for the purpose of securing the corporate bonds to be issued thereunder, and did thereby convey and transfer to the Trustee all of its property (except certain property expressly excepted) upon the trusts therein stated, and did thereafter enter into a Supplemental Indenture (hereinafter sometimes referred to as the "First Supplemental Indenture"), Second Supplemental Indenture and Third Supplemental Indenture with said Trustee, said Supplemental Indentures being dated September 1, 1946 (but actually executed the 27th day of August, 1946), January 1, 1948 (but actually executed the 16th day of June, 1948), and January 1, 1949 (but actually executed the 12th day of April, 1949), respectively, under which Original Indenture and Supplemental Indentures Series A, Series B, Series C and Series D Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of April 11, 1950 and made effective on May 31, 1950, the Delaware corporation was merged with the Company, and pursuant to said Agreement and Plan of

Merger and in accordance with the provisions of Article XIV of the Original Indenture, the Company and the Trustee entered into a Fourth Supplemental Indenture dated June 1, 1950 (and actually executed on June 1, 1950) wherein the Company adopted the Original Indenture and all supplements thereto as its own, and assumed and agreed to pay the principal and the interest on all bonds theretofore issued and which should thereafter be issued thereunder; and

WHEREAS, thereafter the Company and said Trustee entered into a Fifth Supplemental Indenture dated as of June 1, 1951 (but actually executed on May 29, 1951) under which Original Indenture and Supplemental Indenture Series E Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, pursuant to a Plan of Merger dated November 1, 1951 and made effective as at the close of business on December 31, 1951, Missouri Gas & Electric Service Company, a Missouri corporation, was merged with the Company and thereby the Company, as the surviving corporation in the merger, acquired all the property of said Missouri Gas & Electric Service Company; and pursuant to said Plan of Merger and in accordance with the provisions of Article XIV of the Original Indenture, the Company and the Trustee entered into a Sixth Supplemental Indenture dated as of January 1, 1952 (but actually executed on January 3, 1952), wherein the Company confirmed the Original Indenture and each of the Supplemental Indentures and conveyed to the Trustee all of the right, title and interest of the Company in and to any and all premises, plants, property, leases and leaseholds, franchises, permits, rights and powers of every kind and description, real and personal acquired by it and resulting from the merger of Missouri Gas & Electric Service Company with the Company as further security for the bonds heretofore and hereafter to be issued under the Original Indenture and all supplements thereto, including the Series F Bonds issued and heretofore retired under and pursuant to the terms and provision of said Sixth Supplemental Indenture; and

WHEREAS, thereafter the Company and said Trustee entered into a Seventh Supplemental Indenture dated as of September 1, 1953 (but actually executed on September 8, 1953), under which Original Indenture and Supplemental Indenture Series G Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into an Eighth Supplemental Indenture dated as of September 1, 1954 (but actually executed on August 27, 1954), under which Original Indenture and Supplemental Indenture Series H Bonds have heretofore been issued and have heretofore been retired, but contemporaneously with the issuance of the Series H Bonds, the Series G Bonds were redeemed, cancelled and fully satisfied; and

WHEREAS, thereafter the Company and said Trustee entered into a Ninth Supplemental Indenture dated as of June 1, 1955 (but actually executed on May 27, 1955), under which Original Indenture and Supplemental Indenture Series I Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Tenth Supplemental Indenture dated as of February 1, 1957 (but actually executed on February 8, 1957) under which Original Indenture and Supplemental Indentures Series J Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into an Eleventh Supplemental Indenture dated as of September 1, 1957 (but actually executed on August 27, 1957), under which Original Indenture and Supplemental Indenture Series K Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twelfth Supplemental Indenture dated as of April 1, 1959 (but actually executed on April 6, 1959), under which Original Indenture and Supplemental Indenture Series L Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Thirteenth Supplemental Indenture dated as of April 15, 1961 (but actually executed on April 22, 1961), under which Original Indenture and Supplemental Indenture Series M Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Fourteenth Supplemental Indenture dated as of March 15, 1967 (but actually executed on March 10, 1967) under which Original Indenture and Supplemental Indenture Series N Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Fifteenth Supplemental Indenture dated as of September 1, 1967 (but actually executed on September 6, 1967), under which Original Indenture and Supplemental Indenture Series O, P and Q Bonds have heretofore been issued and the Series P and Series Q Bonds have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Sixteenth Supplemental Indenture dated as of January 15, 1968 (but actually executed on January 10, 1968), under which Original Indenture and Supplemental Indenture Series R Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into an Eighteenth Supplemental Indenture dated as of January 1, 1969 (but actually executed on January 9, 1969), under with Original Indenture and Supplemental Indenture Series U Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Nineteenth Supplemental Indenture dated as of April 15, 1969 (but actually executed on April 16, 1969), under which Original Indenture and Supplemental Indenture Series V Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Twentieth Supplemental Indenture dated as of May 1, 1971 (but actually executed on May 21, 1971), under which Original Indenture and Supplemental Indenture Series W Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-first Supplemental Indenture dated as of April 15, 1972 (but actually executed on April 18, 1972), under which Original Indenture and Supplemental Indenture Series X Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-second Supplemental Indenture dated as of April 1, 1973 (but actually executed on April 11, 1973), under which Original Indenture and Supplemental Indenture Series Y Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-third Supplemental Indenture dated as of November 15, 1974 (but actually executed by the Company and said Trustee on November 15, 1974 and November 18, 1974, respectively), under which Original Indenture and Supplemental Indenture Series Z Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-fourth Supplemental Indenture dated as of December 1, 1974 (but actually executed on December 19, 1974), pursuant to which the maturity date of the Series U Bonds was extended in accordance with an authorizing order of the Public Service Commission of the State of Missouri; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-fifth Supplemental Indenture dated as of September 1, 1976 (but actually executed by the Company and said Trustee on September 20, 1976 and September 17, 1976, respectively), under which Original Indenture and Supplemental Series AA Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-sixth Supplemental Indenture dated as of July 1, 1977 (but actually executed on July 25, 1977), under which Original Indenture and Supplemental Indenture Series BB Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-seventh Supplemental Indenture dated as of April 1, 1978 (but actually executed on March 28, 1978), under which Original Indenture and Supplemental Indenture Series CC Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-eighth Supplemental Indenture dated as of September 15, 1979 (but actually executed by the Company and said Trustee on September 20, 1979 and September 11, 1979, respectively), under which Original Indenture and Supplemental Indenture Series DD Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Twenty-ninth Supplemental Indenture dated as of November 15, 1980 (but actually executed on November 17, 1980), under which Original Indenture and Supplemental Indenture Series EE Bonds have heretofore been issued and have heretofore been retired; and

WHEREAS, thereafter the Company and said Trustee entered into a Thirtieth Supplemental Indenture dated as of October 15, 1982 (but actually executed on October 25, 1982), under which Original Indenture and Supplemental Indenture Series FF Bonds have heretofore been issued; and

WHEREAS, thereafter the Company and said Trustee entered into a Thirty-first Supplemental Indenture dated as of October 15, 1983 (but actually executed on October 20, 1983), under which Original Indenture and Supplemental Indenture Series GG Bonds have heretofore been issued; and

WHEREAS, the Company acquired substantially all of the properties of Peoples Natural Gas Company, a division of InterNorth, Inc., from InterNorth, Inc., on December 20, 1985, which properties are located in the States of Colorado, Iowa, Kansas, Minnesota, Michigan, Nebraska and South Dakota; and

WHEREAS, the Company and the Trustee have concurrently herewith entered into a Thirty-second Supplemental Indenture dated as of February 15, 1986, under which an additional series of bonds to be secured by the Indenture and to be known and designated as Series HH are to be issued; and

WHEREAS, the Company desires to execute this Restatement of the Indenture and the Thirty-one Supplemental Indentures (hereinafter referred to as the "Restatement") thereto (omitting certain provisions of the Original Indenture relating to the Series A Bonds and omitting the provisions contained in the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Fifteenth Supplemental Indenture, as to the provisions relating to the Series P and Series Q Bonds, the Sixteenth Supplemental Indenture, the Seventeenth Supplemental Indenture, the Nineteenth Supplemental Indenture, the Twentieth Supplemental Indenture, the Twenty-third Supplemental Indenture, and the Twenty-ninth Supplemental Indenture, which are no longer effective by reason of the retirement of the Series A Bonds, the Series B Bonds, the Series C Bonds, the Series D Bonds, the Series E Bonds, the Series F Bonds, the Series G Bonds, the Series H Bonds, the Series I Bonds, the Series P and Series Q Bonds, the Series R Bonds, the Series S and Series T Bonds, the Series V Bonds, the Series W Bonds, the Series Z Bonds, and the Series EE Bonds, respectively) in order to more fully perfect the lien of the Indenture with respect to the properties acquired from InterNorth, Inc., which properties are more fully described in the Thirty-second Supplemental Indenture which is to be filed and recorded immediately following the filing and recording of this Restatement and with respect to other properties which the Company may hereafter acquire as referred to hereinafter;

WHEREAS, the Original Indenture and the First through Thirty-first Supplemental Indentures have been filed in the office of the Secretary of State of the State of Kansas and in the office of the Secretary of State of the State of Missouri and have been recorded in each of the counties in the State of Missouri in which the Company owns real property, being the only places in which the same are required to be filed or recorded in order to fully make effective and maintain the lien of the Indenture on all the properties described therein except those properties specifically excluded from the lien of the Indenture; and

WHEREAS, the specific descriptions of the Company's properties located in the State of Missouri contained in the Original Indenture and the First through Thirty-first Supplemental Indentures are omitted from this Restatement since this Restatement is being executed for the purpose of filing and recording the same in such state and county offices, other than in the States of Kansas and Missouri, as may be necessary or appropriate in order to perfect the lien of the Indenture with respect to properties now owned or hereafter acquired by the Company located outside the States of Kansas and Missouri; and

WHEREAS, as hereinabove stated, the Series A Bonds, the Series B Bonds, the Series C Bonds, the Series D Bonds, the Series E Bonds, the Series F Bonds, the Series G Bonds, the Series H Bonds, the Series I Bonds, the Series P and Series Q Bonds, the Series R Bonds, the Series S and Series T Bonds, the Series V Bonds, the Series W Bonds, the Series Z Bonds, and the Series EE Bonds issued under the Original Indenture and the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Fifteenth Supplemental Indenture, (as to the provisions relating to the Series P and Series Q Bonds) the Sixteenth Supplemental Indenture, the Seventeenth Supplemental Indenture, the Nineteenth Supplemental Indenture, the Twentieth Supplemental Indenture, the Twenty-third Supplemental Indenture, and the Twenty-ninth Supplemental Indenture, respectively, have heretofore been retired; and

WHEREAS, the applicable provisions relating to the merger of the Delaware corporation with the Company and the applicable provisions of the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture, the Fifteenth Supplemental Indenture (as to the provisions relating to the Series O Bonds), the Eighteenth Supplemental Indenture and the Twenty-fourth Supplemental Indenture, the Twenty-first Supplemental Indenture, the Twenty-second Supplemental Indenture, the Twenty-fifth Supplemental Indenture, the Twenty-sixth Supplemental Indenture, the Twenty-seventh Supplemental Indenture, the Twenty-eighth Supplemental Indenture, the Thirtieth Supplemental Indenture and the Thirty-first Supplemental Indenture relating to the authentications and issuance of the Series J Bonds, the Series K Bonds, the Series L Bonds, the Series M Bonds, the Series N Bonds, the Series O Bonds, the Series U Bonds, the Series X Bonds, the Series Y Bonds, the Series AA Bonds, the Series BB Bonds, the Series CC Bonds, the Series DD Bonds, the Series FF Bonds, the Series GG Bonds, respectively, are set forth in Appendix A hereto attached and hereby made a part hereof as fully as if set forth herein at length.

NOW THEREFORE, the Indenture and the Thirty-one Supplemental Indentures thereto are restated to read as follows:

THIS INDENTURE, dated the first day of January, 1946, although executed and delivered on another date, made and entered into by and between MISSOURI PUBLIC SERVICE CORPORATION, a corporation organized and existing under the laws of the State of Delaware (hereinafter commonly referred to as the "Company") and COMMERCE TRUST COMPANY, a trust company organized and existing under the laws of the State of Missouri (hereinafter commonly referred to as the "Trustee"), Witnesseth:

WHEREAS, the Company owns and possesses the property hereinafter described, together with certain franchises, permits, rights and privileges, and has legal authority to make and execute this indenture of mortgage or deed of trust upon all such property, franchises, permits, rights and privileges, and to issue its bonds as herein provided; and

WHEREAS, the Company desires to provide funds for its corporate purposes and to that end, pursuant to resolutions regularly adopted by its Board of Directors and by its stockholders at meetings duly and regularly called and held for the purpose, has duly determined to borrow money and for that purpose to issue its bonds (hereinafter sometimes referred to as the "bonds") to be secured by this indenture of mortgage or deed of trust (hereinafter sometimes referred to as the "Indenture") on the properties of the Company, as hereinafter provided, said bonds to be issued from time to time in one or more series commencing with Series A, but subject to the restrictions and provisions contained in this Indenture with respect thereto, the bonds of each series to be in coupon form with interest coupons attached (hereinafter referred to as coupon bonds), and also, at the option of the Company, in fully registered form without coupons (hereinafter referred to as registered bonds without coupons), and (except the bonds of Series A, which shall be as hereinafter provided) to bear such date, to be payable on such date, or in case of serial maturities on such dates, and at such place or places, to bear interest at such rate or, in case of serial maturities, at such rates, payable at such time or times and at such place or places, to bear such designation or title herein provided for, and to contain such provisions, if any, with respect to tax exemptions, tax reimbursements, redemption, medium of payment, sinking fund or analogous fund, conversion into stock or other securities of the Company, limitations as to aggregate principal amount of bonds of such series issuable and/or other characteristics not in conflict with the terms of this Indenture, as the Board of Directors shall determine with respect to each successive series prior to the authentication of any bonds thereof; and

WHEREAS, each of the coupon bonds of Series A is to be substantially in the following form, to-wit:

(Form of Coupon Bond of Series A)

No. _____ $_____

MISSOURI PUBLIC SERVICE CORPORATION
First Mortgage Bond, Series A
Due January 1, 1976

Missouri Public Service Corporation, a Delaware corporation (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond is registered as to principal, then to the registered owner hereof, the principal sum of _____ _____ Dollars on the first day of January, 1976, and to pay interest thereon from January 1, 1946, at the rate of three per centum per annum, payable half-yearly on the first day of January and the first day of July in each year, until said principal sum is paid. The installments of such interest falling due at or prior to the maturity of this bond shall be paid only in accordance with and upon presentation and surrender of the annexed coupons as they severally become due. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the holder or registered owner, in like coin or currency, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the indenture of mortgage or deed of trust (hereinafter referred to as the "Indenture") dated January 1, 1946, executed and delivered by the Company to Commerce Trust Company (hereinafter sometimes referred to as the "Trustee"), as Trustee. Reference to the Indenture and all supplemental indentures, if any, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders

and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. At the option of the Company and upon the notice and in the manner and with the effect provided in the Indenture, any or all of the bonds of Series A, of which this is one, may be redeemed by the Company at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date of redemption and the premiums provided in the Indenture. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder or registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond shall pass by delivery unless registered as to principal in the holder's name at the principal office or place of business of the Trustee under the Indenture, on registry books to be kept for the purpose at such place, such registration being noted hereon as provided in the Indenture. After such registration no transfer of this bond shall be valid unless made on said books by the registered owner in person or by attorney duly authorized, and similarly noted hereon; but this bond may be discharged from registration by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the annexed coupons which shall always be transferable by delivery and be payable to bearer. No charge shall be made to the holder or registered owner hereof for any such registration, transfer or discharge from registration, except such amount as may be necessary to cover any stamp tax or governmental charge. Registered bonds without coupons of this series, if any be issued, and coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. Neither this bond nor any interest coupon appertaining hereto shall be valid or become obligatory for any purpose unless and until this bond shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Corporation has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer, this first day of January, 1946.

MISSOURI PUBLIC SERVICE CORPORATION

By: _____
President

ATTEST:

_____
Secretary

AND WHEREAS, at the time of the issue thereof there are to be attached to each of the coupon bonds of Series A hereby secured interest coupons representing the installments of interest from time to time to become due

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thereon, and each coupon is to be substantially in the following form, to-wit:

(Form of Coupon)

No. _____ $_____

On the first day of _____, 19__, unless the bond herein mentioned shall have been called for previous redemption and payment thereof duly provided for, Missouri Public Service Corporation will, upon the surrender of this coupon, pay to bearer, at the office or agency of the Company in Kansas City, State of Missouri, or, at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York, _____ Dollars in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, being six months' interest then payable on its First Mortgage Bond, Series A, due January 1, 1976, No. _____

_____
Treasurer

AND WHEREAS, each of the registered bonds without coupons of Series A, if any be issued, is to be substantially in the following form, to-wit:

(Form of Registered Bond without coupons of Series A)

No. _____ $_____

MISSOURI PUBLIC SERVICE CORPORATION
First Mortgage Bond, Series A
Due January 1, 1976

Missouri Public Service Corporation, a Delaware corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the first day of January, 1976, and to pay to the registered owner interest on said sum from the date hereof, at the rate of three per centum per annum, payable half-yearly on the first day of January and the first day of July in each year, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the registered owner, in like coin or currency, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the indenture of Mortgage or deed of trust (hereinafter referred to as the "Indenture") dated January 1, 1946, executed and delivered by the Company to Commerce Trust Company (hereinafter sometimes referred to as the "Trustee"), as Trustee. Reference to the Indenture and all supplemental indentures, if any, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. At the option of the Company and upon the notice and in the manner and with the effect provided in the Indenture, any or all of the bonds of Series A, of which this is one, may be redeemed by the Company at

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any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date of redemption and the premiums provided in the Indenture. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place of business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date and for the same aggregate principal amount will be issued to the transferee in exchange herefor. Registered bonds without coupons of this series and coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Corporation has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19__.

MISSOURI PUBLIC SERVICE CORPORATION

By _____
President

ATTEST:

_____
Secretary

AND WHEREAS, on each of the coupon bonds and on each of the registered bonds without coupons of each and every series issued under and secured by this Indenture (whether in temporary or definitive form) there is to be endorsed a certificate of the Trustee substantially in the following form, to-wit:

Trustee's Certificate

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

COMMERCE TRUST COMPANY
as Trustee,

By _____
Trust Officer

AND WHEREAS, the bonds of each series other than Series A and the interest coupons to be attached to the coupon bonds of each such series are to be substantially in the forms above set forth, respectively, with such

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modifications thereof and additions thereto or eliminations therefrom, authorized or permitted by this Indenture as to any particular series, as in the opinion of the Trustee and of the Board of Directors of the Company at the time may be necessary or proper by reason of the terms under which the bonds of any such series are issued:

AND WHEREAS, all acts and things necessary to make the bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Company, and to constitute this Indenture a valid mortgage or deed of trust to secure the payment of the principal of and interest on all bonds issued hereunder, have been done and performed, and the creation, execution and delivery of this Indenture and the creation, execution and issue of bonds subject to the terms hereof, have in all respects been duly authorized;

NOW THEREFORE, in consideration of the premises, and of the acceptance and purchase of the bonds by the holders and registered owners thereof, and of the sum of One Dollar ($1.00) duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and interest and premium, if any, on all bonds which shall be issued hereunder, and for the purpose of securing the faithful performance and observance of all the covenants and conditions in this Indenture, and/or in any supplemental indenture, set forth, the Company has given, granted, bargained, sold, transferred, assigned, pledged, mortgaged, warranted the title to and conveyed, and by these presents does give, grant, bargain, sell, transfer, assign, pledge, mortgage, warrant the title to and convey unto Commerce Trust Company, as Trustee, as herein provided, and its successors in the trust hereby created, and to its assigns, all the right, title and interest of the Company in and to any and all premises, plants, property, leases and leaseholds, franchises, permits, rights and powers of every kind and description, real and personal, now owned or hereafter acquired by the Company, together with the rents, issues, products and profits therefrom, excepting, however, and there is hereby expressly reserved from the lien and effect of this Indenture and all indentures supplemental thereto, all right, title and interest of the Company, now owned or hereafter acquired, in and to (a) all cash, bonds, shares of stock, obligations and other securities not deposited with the Trustee under this Indenture, and (b) all accounts and bills receivable, judgments (other than for the recovery of real property or establishing a lien or charge thereon or right therein) and choses in action not specifically assigned to and pledged with the Trustee hereunder, and (c) all lamps and supplies, machinery, appliances, goods, wares, merchandise, commodities, equipment, apparatus, materials and/or supplies acquired or manufactured by the Company for sale, lease, rental or consumption in the ordinary course of business, and (d) the last day of each of the demised terms created by any lease of property now leased to the Company, and the last day of any demised term under each and every lease hereafter made or acquired by the Company and under each and every renewal of any lease, the last day of each and every such demised term being hereby expressly reserved to and by the Company, and (e) all gas, oil and other minerals now or hereafter existing upon, within or under any real estate subject to the lien of this Indenture.

Without in any way limiting or restricting the generality of the foregoing description, or the foregoing exception and reservation, the Company hereby expressly gives, grants, bargains, sells, transfers, assigns, pledges, mortgages, warrants the title to and conveys unto the Trustee the following described property of the Company located in the State of Missouri, together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, to-wit:

I

[Intentionally omitted] all real estate, together with all improvements thereon, situated in the State of Missouri [intentionally omitted].

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II

ELECTRIC GENERATING PLANTS

All electric generating plants and stations of the Company owned by it at the date of the execution hereof, including all power houses, structures and works, and the land and interests in land on which or pursuant to which the same are situated, and all other lands and easements, rights of way, permits, privileges, towers, poles, wires, machinery, equipment, appliances, appurtenances and sites forming a part of such plants and stations or any of them, or occupied, enjoyed or used in connection therewith [intentionally omitted].

III

TRANSMISSION SYSTEMS

All electric transmission lines of the Company owned by it at the date of the execution hereof, including towers, poles, pole lines, wires, switch racks, switch boards, insulators and other appliances and equipment, and all other property of the Company forming a part thereof or pertaining thereto, and all service lines extending therefrom, together with all of the Company's real property, rights of way, easements, permits, privileges, franchises, and rights over or relating to the construction, maintenance or operation thereof, through, over, under, or upon any private property or in the public streets or highways within, as well as without, the corporate limits of any municipal corporation [intentionally omitted].

IV

SUBSTATIONS AND SUBSTATION SITES

All the substations and the switching stations of the Company owned by it at the date of the execution hereof for transforming, distributing or otherwise regulating electric current, together with all the Company's buildings, transformers, wires, insulators, appliances, equipment, and all other property, real or personal, of the Company, forming a part of or pertaining to or used, occupied or enjoyed in connection with any of such substations and switching stations [intentionally omitted].

V

ELECTRIC DISTRIBUTION SYSTEMS

All electric distribution systems of the Company owned by it at the date of the execution hereof, including substations, transformers, switch boards, towers, poles, wires, insulators, subways, franchises, manholes, cables, appliances, equipment, and all other property of the Company, real or personal forming a part of or pertaining to or used, occupied or enjoyed in connection with such distribution systems, or any of them, together with the Company's rights of way, easements, permits, privileges, franchises, and rights in or relating to the construction, maintenance or operation thereof, through, over, under, or upon any private property or any public streets, or highways, within as well as without the corporate limits of any municipal corporation [intentionally omitted].

VI

LEASES AND CONTRACTS

All leases, lease contracts (both verbal and written), leasehold estates and electric power and natural gas supply contracts of the Company owned by it at the date of execution hereof, together with all rights, titles, options, privileges and powers of the Company thereunder or appertaining thereto [intentionally omitted].

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VII

ELECTRIC FRANCHISES

All and singular, the franchises, grants, immunities, privileges and rights of the Company owned and held by it at the date of the execution hereof, for the construction, maintenance, and operation of the electric light and power plants and systems, above described, as well as all franchises, grants, immunities, privileges and rights of the Company used or useful in the operation of the property mortgaged hereunder, including all and singular the franchises, grants, immunities, privileges, and rights of the Company granted by (intentionally omitted) all municipalities or political subdivisions, and all renewals, extensions, and modifications of said franchises, grants, immunities, privileges, and rights or any of them [intentionally omitted].

VIII

WATER WORKS PLANTS AND DISTRIBUTION SYSTEMS

All the water works plants and water distribution systems of the Company owned by it at the date of the execution hereof together with the buildings, structures, erections, pumps, pumping machinery, reservoirs, filters, filter-galleries, chlorinating equipment, tanks, wells, water rights, water supply, water mains, hydrants, pipe-lines, service pipes, meters standpipes, engines, boilers, tools, apparatus, appliances, facilities, machinery, equipment, furniture, fixtures, and all other property used or provided for use in the construction, maintenance, repair and/or operation thereof, both now owned and which may hereafter be acquired by the Company [intentionally omitted].

IX

GAS GENERATING AND DISTRIBUTION SYSTEMS

All of the gas generating and distribution systems of the Company owned by it on the date of the execution hereof, including all mains, regulators, services, meters, buildings, structures, holders and works, and all equipment, appliances, appurtenances, and sites forming a part of such generating and distribution systems, or any of them, or occupied, enjoyed and used in connection therewith [intentionally omitted].

X

[Intentionally omitted.]

XI

GAS AND WATER FRANCHISES

All and singular, the franchises, grants, immunities, privileges, and rights of the Company owned and held by it at the date of the execution hereof, for the construction, maintenance, and operation of the gas generating and distribution systems and the water works systems above described, including all and singular the franchises, grants, immunities, privileges, and rights of the Company granted by (intentionally omitted) all municipalities or political subdivisions, and all renewals, extensions and modifications of said franchises, grants, immunities, privileges, and rights or any of them [intentionally omitted].

XII

[Intentionally omitted.]

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XIII

THE FOLLOWING DESCRIBED PROPERTY, WHEREVER SITUATE

First: The electric generating plants and electric transmission and/or distribution systems now owned by the Company, and any electric generating plants and electric transmission and/or distribution systems hereafter constructed or acquired by the Company, and any additions to or extensions of any such existing or future electric generating plants and/or electric transmission and/or distribution system, together with all engines, dynamos, motors, generators, boilers, turbines, pole lines, poles, wires, cross-arms, insulators, transformers, meters, buildings, erections, structures, stations, substations, power houses, power producing and power transmitting equipment, water, water rights, water wheels, headworks, race-ways, hydraulic works, hydro-electric plants, cables, conduits, tools, instruments, apparatus, appliances, machinery, facilities, fixtures and all other property used or provided for use in the construction, repair, maintenance and/or operation thereof, both that now owned and that which may be hereafter acquired by the Company, and together also with all the rights, privileges, franchises, easements, licenses, ordinances, rights of ways, liberties, immunities and permits of the Company howsoever conferred, or acquired and whether now owned or hereafter to be acquired with respect to the construction, maintenance, repair and/or operation of said electric generating plants and electric transmission and/or distribution systems, and each of them, and any additions thereto and extensions thereof.

Second: The gas generating plants, gas storage plants and gas gathering and/or transmission and/or distribution systems now owned by the Company, and any gas generating plants, gas storage plants and/or gas transmission and/or distribution systems hereafter constructed or acquired by the Company, and any additions to or extensions of any such existing or future plants and systems, together with the buildings, erections, structures, generating and purifying apparatus, holders, engines, boilers, benches, retorts, tanks, pipe lines, connections, service pipes, meters, conduits, tools, instruments, appliances, apparatus, facilities, machinery, fixtures and all other property used or provided for use in the construction, maintenance, repair and/or operation thereof, both that now owned and that which may be hereafter acquired by the Company, and together also with all rights, privileges, rights of way, franchises, licenses, easements, grants, liberties, immunities, permits and ordinances of the Company, howsoever conferred or acquired, and whether now owned or hereafter to be acquired, with respect to the construction, maintenance, repair and/or operation of said gas generating plants, gas storage plants and gas gathering and/or transmission and/or distribution systems, and each of them, and any additions thereto and extensions thereof.

Third: The waterworks plants and water distribution systems, now owned by the Company, and any waterworks plants and/or waterworks distribution systems, hereafter constructed or acquired by the Company, together with the buildings, structures, erections, pumps, pumping machinery, reservoirs, filters, filter-galleries, chlorinating equipment, tanks, wells, water rights, water supply, water mains, hydrants pipelines, service pipes, meters, standpipes, engines, boilers, tools, apparatus, appliances, facilities, machinery, equipment, fixtures, and all other property used or provided for use in the construction, maintenance, repair and/or operation thereof, both that now owned and that which may be hereafter acquired by the Company, and together also with all of the rights, privileges, rights of way, franchises, licenses, easements, permits, liberties, immunities, grants and ordinances of the Company howsoever conferred or acquired, and whether now owned or hereafter to be acquired with respect to the construction, maintenance, repair and operation of said plants and systems and each of them, and any additions thereto and extensions thereof.

Fourth: (Intentionally omitted).

Fifth: Also any and all property, real, personal or mixed, including Excepted Property, that may, from time to time hereafter, by delivery or by writing of any kind for the purposes hereof be in any wise subjected to the lien hereof or be expressly conveyed, mortgaged, assigned, transferred, deposited and/or pledged by the Company or by anyone in its behalf or with its consent, to and with the Trustee, who is hereby authorized to receive

the same at any and all times as and for additional security and also, when and as hereinafter provided, as substituted security hereunder, to the extent permitted by law. Such conveyance, mortgage, assignment, transfer, deposit and/or pledge or other creation of lien by the Company or by anyone in its behalf or with its consent of or upon any property as and for additional security may be made subject to any reservations, limitations, conditions and provisions which shall be set forth in an instrument or agreement in writing executed by the Company or the person or corporation conveying, assigning, mortgaging, transferring, depositing and/or pledging the same and/or by the Trustee, respecting the use, management and disposition of the property so conveyed, assigned, mortgaged, transferred, deposited and/or pledged, or the proceeds thereof.

TO HAVE AND TO HOLD all said property, rights and interests hereby conveyed, assigned, pledged or mortgaged, unto the Trustee, its successor or successors in trust, and its assigns forever;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the holders and registered owners from time to time of all bonds and interest coupons now or hereafter issued hereunder, pursuant to the provisions hereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of this Indenture, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over any other or others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as herein otherwise expressly provided; but so that each and every bond now or hereafter issued hereunder shall have the same lien, and so that the interest on and principal of every such bond shall, subject to the terms hereof, be equally and proportionately secured hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery hereof.

And it is expressly declared that all bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests hereby mortgaged or pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, that is to say:

ARTICLE I

FORM, EXECUTION, REGISTRATION AND INTERCHANGE OF BONDS

Section 1. The bonds shall be issued from time to time in any number of different series, as the Board of Directors of the Company may determine. The bonds of each series (excepting the bonds of Series A, which shall be as herein provided) shall (a) bear such date, (b) be payable on such date, or, in case of serial maturities, on such dates, and at such place or places; (c) bear interest at such rate, or, in case of serial maturities, at such rates, payable at such time or times and at such place or places, (d) bear such designation or title herein provided for, (e) contain such provisions, if any, with respect to tax exemptions, tax reimbursements, redemption, medium of payment, sinking fund or analogous fund, conversion into stock or other securities of the Company, limitation of the aggregate principal amount of bonds of such series to be issued, and/or other characteristics not in conflict with the terms of this Indenture and which comply with the provisions of Section 3 of Article VII hereof, as the Board of Directors shall determine with respect to the bonds of such series prior to the authentication of any bonds thereof. If authorized by the Board of Directors, all or any part of the bonds of any series, other than bonds of Series A, may have attached thereto a warrant or warrants entitling the holder or registered owner to acquire from the Company shares of its stock or other securities on terms set forth in such warrant or warrants.

The principal of and interest on the bonds of any series may be made payable without deduction, so far as the same may not be prohibited by law, for taxes payable thereon or deductible therefrom, to any extent that shall be determined by resolution of the Board of Directors of the Company prior to the authentication of any bonds of such series; and the Company may

provide for the reimbursement of the holders and registered owners of the bonds of any series for taxes paid by such holders or owners in respect of the bonds of such series to any extent that shall be determined by the Board of Directors of the Company. The provisions for such payment without deduction, or for such reimbursement, may, but need not, be expressed in such bonds.

The bonds of any series may be made redeemable before maturity, at the option of the Company, in the manner hereinafter provided, in whole or in part, and at such time, or from time to time, and at such price or prices as shall be determined by the Board of Directors of the Company and shall be expressed or summarized in the bonds of such series or such bonds may contain appropriate reference to provisions of the indenture wherein such redemption terms are set forth.

The bonds of any series may be made convertible into capital stock or other securities of the Company or of any successor corporation, upon such terms and conditions and during such period or periods as shall be determined by the Board of Directors of the Company prior to the authentication of any bonds of such series, and as shall be expressed or summarized in such bonds or in a warrant attached thereto.

The bonds of each series shall be in the English language, and shall be designated by a distinguishing letter or letters of the English alphabet or by the year in which the bonds mature or are dated, or in such other manner as shall be determined by the Board of Directors of the Company and approved by the Trustee prior to the authentication of any bonds of any such series. All bonds of the same series at any time outstanding shall be identical in tenor and effect, except that the same may be of different denominations, may consist of coupon bonds and/or registered bonds without coupons, and may, in case of serial maturities, be of different maturity dates, rates of interest and terms and prices of redemption and may contain such variations in tenor and effect as are incidental to such differences, and except that all, or a part only, of the bonds, other than bonds of Series A, may have attached thereto warrants as hereinbefore provided. All coupon bonds of the same series, whenever issued, shall bear the same date. Each registered bond without coupons of each series shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof to which interest was paid, in which event it shall bear the date borne by the coupon bonds of that series. Each registered bond without coupons shall bear interest from the date thereof.

Section 2. Limitation of aggregate amount of Series A Bonds (intentionally omitted).

Section 3. Each bond of Series A shall be designated "First Mortgage Bond, Series A." The bonds of each series other than Series A shall be designated in such appropriate manner as shall be determined by the Board of Directors of the Company and as shall be approved by the Trustee. In the event the corporate name of the Company at any time or times shall be changed in any lawful manner all bonds and coupons thereafter issued under this Indenture may be issued under and bear the present or any changed corporate name so adopted by the Company.

Section 4. In each series coupon bonds may be issued in denominations of $1,000, $500 and/or $100 each as may from time to time be authorized by resolution of the Board of Directors of the Company. Registered bonds without coupons may be issued in the denominations of $1,000 each, $5,000 each, $10,000 each and/or in such other denomination or denominations, if any, as may, from time to time, be required to comply with the provisions of Section 3 of Article V hereof and/or as may be authorized from time to time by resolution of the Board of Directors of the Company. The principal amount of coupon bonds and of registered bonds without coupons of any series to be authenticated hereunder in each of the authorized denominations in which such bonds may then be authenticated shall be designated by the officer or officers of the Company to whom, or upon whose order, such bonds shall be deliverable. In each series coupon bonds for $1,000 shall be numbered M-1 and consecutively upwards; coupon bonds for $500 shall be numbered D-1 and consecutively upwards; coupon bonds for $100 shall be

numbered C-1 and consecutively upwards; and registered bonds without coupons shall be numbered R-1 and consecutively upwards, without regard to the denomination thereof, or in such other appropriate manner as may be authorized from time to time by resolution of the Board of Directors of the Company.

Section 5. The coupon bonds and the coupons appertaining thereto and the registered bonds without coupons to be issued under this Indenture, and the certificate of the Trustee upon all bonds, shall be substantially of the tenor and purport of the coupon bond, coupon, registered bond without coupons and the certificate of the Trustee, respectively, of Series A, hereinabove recited, with such appropriate insertions, omissions, substitutions and variations, required or permitted by this Indenture, as may be necessary or incidental to the exercise by the Company of any rights hereby reserved to it in respect of the terms, provisions and characteristics of said bonds. The Company by a resolution of its Board of Directors may make such changes in, additions to or eliminations from any bond or coupon appertaining thereto, of any series, other than Series A, issued hereunder or endorsements thereon as may be necessary or incidental to the exercise by the Company of any rights reserved to it under this Indenture, provided that such changes, additions or eliminations are approved as to form by the Trustee; and any bond may bear any endorsements approved as to form by the Trustee that may be necessary in order to conform to the provisions of any law or the requirements for listing on any exchange or exchanges and any appropriate legend indicating the manner in which any required stamp tax has been paid, if the same has been paid otherwise than by affixing stamps to such bond, and any bond may bear any appropriate legend indicating that the same has been authorized to be issued by any commission or governmental agency having jurisdiction to regulate the issue of bonds by the Company.

Section 6. All the bonds issued hereunder shall, from time to time, be executed on behalf of the Company by its President or one of its Vice-Presidents and by its Secretary or one of its Assistant Secretaries, or by such other form of execution as shall be prescribed by statute, by law, or by vote of the Board of Directors of the Company, and shall be sealed with its corporate seal. The interest coupons to be attached to coupon bonds issued hereunder shall be authenticated by the facsimile signature of the present Treasurer or of any future Treasurer of the Company, and the Company may also adopt and use for that purpose the facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time or the execution thereof or at the time when such bonds shall be actually authenticated and delivered.

In case any officer who shall have signed or sealed any bonds shall cease to be such officer before the bonds so signed and sealed shall have been actually authenticated by the Trustee and delivered, such bonds nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons who signed or sealed such bonds had not ceased to be such officer or officers of the Company. Any bond may be signed or sealed by any person who at the time of such signing or sealing shall be an officer authorized by this Indenture to sign or seal such bonds, although such person may not have been such officer at the date borne by such bond.

Section 7. The Company shall keep at the principal office or place of business of the Trustee, books for the registration, transfer and exchange of bonds issued hereunder, and the Trustee is hereby appointed the Registrar of the Company for the purpose of registering, transferring and exchanging the bonds secured hereby.

Section 8. The holder of any coupon bond issued hereunder may have the ownership thereof, registered, as to principal only, on said registry books of the Company, and such registration noted on the bond. After such registration no transfer shall be valid unless made on said books by the registered owner in person or by his attorney, duly authorized in writing, and similarly noted on the bond; but such bond may be discharged from registration by being in like manner transferred to bearer, and thereupon

transferability by delivery shall be restored; and such bond may again and from time to time be registered or transferred to bearer, as before. Such registration, however, shall not affect the negotiability of the coupons, but every such coupon shall continue to be transferable by delivery merely, and shall remain payable to bearer. No charge shall be made to the holder or registered owner of any coupon bond for any such registration, transfer or discharge from registration, except such amount as may be necessary to cover any stamp tax or governmental charge.

Section 9. Upon the surrender to the Trustee for exchange of any coupon bond or bonds outstanding hereunder with all unmatured coupons appertaining thereto, the Company shall issue and the Trustee shall authenticate and deliver in exchange therefor a coupon bond or bonds, bearing all unmatured coupons, of the same series and maturity date, of an aggregate principal amount equal to the aggregate principal amount of the bond or bonds so surrendered for exchange and of such denominations, within the authorized denominations then designated for the bonds of such series pursuant to the provisions of Section 4 of this Article, as may be requested by the person surrendering bonds for exchange.

Section 10. In the event the Company shall determine, with respect to any particular series, to issue registered bonds without coupons, any temporary or coupon bond or bonds of such series aggregating $1,000 in principal amount, or any multiple thereof, together with all unpaid matured coupons and all unmatured coupons, if any, thereto belonging, may be surrendered for exchange for registered bonds without coupons, and thereupon the Company shall issue, and the Trustee shall authenticate, and in exchange for such temporary or coupon bond or bonds shall deliver, a like principal amount in denominations then authorized hereunder of registered bonds without coupons of the same series and maturity date as the surrendered bond or bonds. Whenever in person or by his attorney, duly authorized in writing, the registered owner of any registered bond or bonds without coupons of the same series and maturity date shall surrender the same for transfer or exchange, accompanied by a written instrument of transfer in form approved by the Trustee, the Company shall issue, and the Trustee shall authenticate, in the name of such registered owner or his transferee, as the case may be, and in exchange for such registered bond or bonds without coupons shall deliver, a new registered bond or bonds without coupons, of the same series and maturity date as the surrendered bond or bonds and for a like aggregate principal amount in such denomination or denominations then authorized hereunder as may be requested. Whenever any registered bond without coupons, accompanied by a written instrument of transfer in form approved by the Trustee, executed by the registered owner or by his attorney, duly authorized in writing, shall be surrendered for exchange for one or more coupon bonds, the Company shall issue and the Trustee shall authenticate (unless coupon bonds previously authenticated shall then be available), and in exchange for such registered bond shall deliver, a like principal amount of coupon bonds, of the same series and maturity date as the surrendered bond, bearing all unpaid matured coupons and all unmatured coupons, and of such authorized denomination or denominations as may be requested by such registered owner. All such transfers or exchanges shall be made at the principal office or place of business of the Trustee.

Section 11. Upon every exchange of coupon bonds for registered bonds without coupons, or of registered bonds without coupons for coupon bonds, or of registered bonds without coupons for other registered bonds without coupons, or of coupon bonds for other coupon bonds of other denominations, and upon any transfer of registered bonds without coupons, the Company may make a charge therefor, sufficient to reimburse it for all costs incidental to such exchange or transfer, which shall be paid by the party requesting such exchange or transfer as a condition precedent to the exercise of the privileges conferred by this Article. The Trustee shall forthwith cancel any registered bonds without coupons surrendered to it upon any such exchange or transfer. Upon surrender to it of coupon bonds the Trustee may, in its discretion, retain such surrendered coupons bonds, uncancelled, for subsequent use in accordance with the provisions of this Indenture or may cancel and cremate the same and deliver a certificate of such cremation to the Company. The Company shall not be required to make registrations,

exchanges or transfers of bonds for a period of ten days next preceding an interest date or redemption date thereof.

Section 12. Until definitive engraved or lithographed bonds of any series are ready for delivery, there may be issued, authenticated and delivered in lieu of any thereof and subject to the same provisions, limitations and conditions, temporary typewritten, printed or lithographed bonds, in bearer or registered form, substantially of the same tenor, except that coupons may be omitted from temporary bonds, but with such appropriate omissions, insertions and variations as may be determined by the Board of Directors of the Company, and approved by the Trustee, and such temporary bonds shall be in such denominations as may be directed by the officer or officers of the Company to whom, or upon whose order, such bonds shall be delivered. As soon as definitive engraved or lithographed bonds are ready for delivery in exchange therefor, the holders or registered owners of such temporary bonds may surrender the same for cancellation at the principal office or place of business of the Trustee, or at such other place or places, if any, as may be designated therefor, together with all unmatured coupons, if any, thereto appertaining, and shall be entitled to receive in exchange definitive engraved or lithographed bonds either in the form of coupon bonds with all unmatured coupons attached or, if registered bonds without coupons be provided, in the form of registered bonds without coupons of the same series and maturity date and of like aggregate principal amount. Such exchanges will be made at the expense of the Company and no charge shall be made therefor. The Company will prepare and execute the definitive engraved or lithographed bonds with all reasonable dispatch. Until exchanged for definitive bonds, such temporary bonds shall be entitled to the same lien and security of this Indenture as the definitive bonds to be issued and authenticated hereunder. When and as interest is paid upon temporary bonds, the fact of such payment shall be noted thereon, unless payment of such interest is made upon presentation and surrender of a coupon appertaining thereto. Until such definitive bonds are ready for delivery, the holder or registered owner of one or more temporary bonds, upon the surrender thereof to the Trustee for cancellation, may exchange the same for, and shall be entitled to receive, temporary bonds of the same series and maturity date and of like aggregate principal amount in any denomination or denominations, indicated by such holder or registered owner, in which any temporary bonds of such series shall have been authorized to be issued. The Trustee shall authenticate and deliver definitive bonds for issue as aforesaid in exchange for temporary bonds duly authenticated and outstanding hereunder, and shall also authenticate and deliver temporary bonds for exchange as aforesaid for other temporary bonds of like aggregate principal amount duly authenticated and issued hereunder. All temporary bonds surrendered in exchange shall forthwith be cancelled and shall be cremated by the Trustee and a certificate of such cremation shall be delivered to the Company.

Section 13. Upon receipt by the Company and the Trustee of evidence satisfactory to them of the loss or destruction of any outstanding temporary or definitive bond hereby secured and upon receipt of indemnity satisfactory to them, or in case of the mutilation of any such outstanding bond, upon surrender and cancellation of such bond and, if a coupon bond, of all unpaid matured coupons and all unmatured coupons appertaining thereto and upon receipt of indemnity satisfactory to them, if requested, the Company, in its discretion, may execute, and the Trustee may authenticate and deliver, a new bond or bonds of the same series, maturity date and aggregate principal amount and of like tenor (to the serial number of which the Trustee may add a distinguishing mark) and, if a coupon bond or bonds, having attached thereto all unpaid matured coupons and all unmatured coupons, in lieu of such lost, destroyed or mutilated bond, as the case may be. Upon the issue of any substitute bond or bonds, the Company, may, in its discretion, require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge or other expense connected therewith, and also a further sum, not exceeding Ten Dollars, for each bond so issued in substitution. Any such substitute bond issued pursuant to this section shall constitute an original contractual obligation on the part of the Company whether or not the lost or destroyed bond or bonds be at any time found by anyone, and shall be equally secured and entitled to equal and

proportionate benefits with all other bonds issued hereunder in any moneys or property at any time held by the Trustee for the benefit of the bondholders.

Section 14. As to all registered bonds without coupons and all coupon bonds registered as to principal, the person in whose name the same shall be registered shall be deemed and regarded as the owner thereof for all purposes of this Indenture, and payment of or on account of the principal of such bond, if it be a registered coupon bond, and of the principal and interest, if it be a registered bond without coupons, shall be made only to the registered owner thereof or upon the order in writing of such registered owner or of his attorney duly authorized in writing, but such registration may be changed as above provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bonds to the extent of the sum or sums so paid. The Company and the Trustee, each in its discretion, may deem and treat the bearer of any coupon bond which shall not at the time be registered as to principal, and the bearer of any coupon for interest on any bond, whether such bond shall be registered or not, as the absolute owner of such bond or coupon for the purpose of receiving payment thereof, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

Section 15. No bond shall be secured hereby unless and until the certificate of the Trustee endorsed thereon, substantially in the form hereinbefore recited, that it is one of the bonds (or temporary bonds) herein described and of the series designated in such bonds, shall have been executed by the Trustee; and such certificate so executed on any bond shall be conclusive evidence that it is duly issued and is secured hereby.

At any time when the Company shall be in default hereunder, the Trustee shall not authenticate or deliver any additional bonds under this Indenture, except pursuant to the provisions of Section 13 of this Article or upon exchanges or transfers of bonds.

ARTICLE II

RELATING TO THE AUTHENTICATION AND DELIVERY OF BONDS

Section 1. Initial issue of $5,100,000 of Series A Bonds (intentionally omitted).

Section 2. Bonds of any series may be executed by the Company and authenticated and delivered hereunder by the Trustee from time to time, in the manner and subject to the limitations provided in this section and in Article I hereof, for or on account of the payment, cancellation, redemption or other discharge at, before or after maturity, of bonds of one or more other series theretofore authenticated under any provision of this Indenture, in a principal amount not exceeding the aggregate principal amount of the bonds of such other series so retired, or for the retirement of which the necessary money has been deposited with the Trustee, provided, however, (1) that such bonds of such other series have not been previously used as a basis for the authentication of any bonds under any provision of this Indenture or for the withdrawal of deposited cash or any other moneys under any provision of this Indenture, have not been certified to the Trustee to comply with any requirement of Article VII of this Indenture and have not been acquired, redeemed or discharged with moneys applied to any such purpose pursuant to any provision of Article VII, Article IX or Section 4 of Article II of this Indenture, and that no part of the expenditures for the redemption, the payment or the purchase and cancellation of such bonds has been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of this Indenture or been used or applied or certified to the Trustee to comply with any requirement of Article VII of this Indenture, and (2) that such bonds have not been acquired, redeemed or discharged through the operation of, or certified to comply with, any sinking fund or analogous fund created hereafter pursuant

to the terms of this Indenture in respect of any bonds authenticated and delivered hereunder.

Bonds shall be authenticated by the Trustee under this section subject to the restrictions hereof and shall be delivered by it to or upon the written order of the President or a Vice-President of the Company upon receipt by the Trustee of the following:

(a) A copy of a resolution of the Board of Directors of the Company authorizing the execution and authentication of the bonds proposed to be authenticated, and stating the principal amount thereof and the designation of the series in which to be authenticated and, except as to bonds of Series A, setting forth, either expressly or by reference to a resolution of the Board of Directors theretofore adopted, the terms, provisions and characteristics of such bonds, all in accordance with and subject to the restrictions of Article I hereof, and specifying the principal amount and series designation of the bonds of such other series for or on account of the payment, cancellation, redemption or discharge of which such bonds are authorized to be authenticated; and

(b) A principal amount of bonds, properly endorsed if registered, and with all unmatured coupons, if any, thereto appertaining (either cancelled or uncancelled, and in either temporary or definitive form), theretofore authenticated hereunder and specified in such resolution, equal to the principal amount of bonds then requested to be authenticated hereunder or if such bonds have been cremated a certificate of the cremation thereof executed on behalf of the Trustee; or

(c) An amount of cash equal to the principal amount, with interest thereon to maturity, of the bonds of such other series specified in such resolution for the purpose of the payment at maturity of such bonds and the interest thereon from time to time; or

(d) An amount in cash sufficient to redeem, and for the purpose of redeeming, the bonds of such other series specified in such resolution at a date, specified by the Company, upon which such bonds can be redeemed in accordance with the terms of such bonds and of this Indenture; and

(e) The certificates, orders, opinions, indenture and/or other instruments, if any, required by Sections 5 and 6 of this Article and a certificate, signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company, stating that the bonds of such other series delivered to the Trustee have not theretofore been used as a basis for the authentication of any bonds under any provision of this Indenture or for the withdrawal of deposited cash or any other moneys under any provision of this Indenture, have not been certified to the Trustee to comply with any requirement of Article VII of this Indenture and have not been acquired, redeemed or discharged with moneys applied to any such purpose pursuant to any provision of Article VII, Article IX or Section 4 of Article II of this Indenture; that no part of the expenditures for the redemption, the payment or the purchase and cancellation of such bonds has been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of this Indenture or been used or applied or certified to the Trustee to comply with any requirement of Article VII of this Indenture; and that such bonds have not been acquired, redeemed or discharged through the operation of, or certified to comply with, any sinking fund or analogous fund created hereafter pursuant to the terms of this Indenture in respect of any bonds authenticated and delivered under this

Indenture; which certificate shall also contain the statements required by Section 1 of Article XVII hereof.

Any bond which is delivered uncancelled to the Trustee and on account of which a new bond is authenticated under this section shall, when received by the Trustee, immediately be cancelled and, together with every cancelled bond delivered to the Trustee under this section, shall be cremated, together with the coupons appertaining thereto, and a certificate of such cremation shall be delivered to the Company. Any cash deposited with the Trustee under the provisions of this section shall be applied by the Trustee to the purposes for which such cash was so deposited and, until so applied, shall (subject to the provisions of Article XII hereof) be held irrevocably in trust by the Trustee for such purposes; provided, however, that upon the surrender by the Company to the Trustee for cancellation of any bond or bonds authenticated hereunder (properly endorsed, if registered, and with all unmatured coupons, if any, thereunto appertaining), for the payment at maturity or for the redemption of which cash shall have been deposited with the Trustee under the provisions of this section, the Trustee shall return to the Company out of such cash an amount equal to the amount deposited for the payment at maturity or the redemption, as the case may be, of such bond or bonds so surrendered.

Section 3. Bonds of any series may be executed by the Company and authenticated and delivered hereunder by the Trustee from time to time in the manner and subject to the limitations provided in this section and in Article I hereof. In case the Company, on or subsequent to January 1, 1946, shall acquire bondable property (as hereinafter in this section defined) through construction, purchase, consolidation or otherwise, bonds may be authenticated and delivered hereunder to the extent in principal amount of sixty per centum (60%) of all net expenditures (as hereinafter in this section defined) so made by the Company for such bondable property; provided (1) that all bondable property on account of which bonds are at any time authenticated under the provisions of this section shall be subject to the lien of this Indenture and shall not be subject to any liens or encumbrances equal or prior in lien to this Indenture, except permitted encumbrances and liens and prepaid liens (as those terms are defined in this section); and (2) that no bonds shall be authenticated and delivered under the provisions of this section unless the Company shall be entitled to the authentication and delivery thereof under the provisions of Section 5 of this Article with respect to the net earnings of the Company, and (3) that no bonds shall be authenticated and delivered under the provisions of this section for or on account of any expenditures for property which shall previously have been used as a basis for the authentication of bonds under any provision of this Indenture or as a basis for the withdrawal of deposited cash or any other moneys or the release of any property under any provision of this Indenture, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of this Indenture or which shall have been certified or used to comply with any requirement of Article VII of this Indenture, or which shall have been certified or used to comply with the provisions respecting any sinking fund or analogous fund created hereafter under the terms of this Indenture in respect of any bonds authenticated and delivered hereunder.

The term "bondable property," as used in this Indenture, shall mean and include any property, plant or equipment located in the State of Missouri or, if interconnected or capable of interconnection with property of the Company in the State of Missouri, located in any state contiguous to the State of Missouri, which the Company on or after January 1, 1946, shall construct or acquire and which shall be used or useful as a part of its permanent and fixed investment in the conduct by it of the business of generating, manufacturing, purchasing, transmitting, distributing, supplying and/or selling electricity and/or artificial or natural gas, for light, heat, power or other purposes, or of supplying water for domestic, commercial, industrial or public use.

The term "bondable property" shall not include, however, (a) any trucks, automobiles and other automotive transportation equipment, (b) any office

furniture and equipment, (c) any good will or going concern value, as such, or any franchise granted by any municipality, state or subdivision thereof, or any governmental permit, (d) any property acquired or constructed by the Company the cost of which is properly chargeable to maintenance or other operating expense, (e) any gas or oil well or any lease or real estate acquired for the purpose of obtaining gas or oil rights or any gas, oil or other minerals upon, within or under any real estate, (f) gas transmission lines and/or field gathering lines connecting wells with main or branch trunk lines (but shall include gas distribution systems or lines and gas transmission lines interconnecting gas distribution systems owned by the Company or connecting gas distribution systems owned by the Company with main or branch trunk lines not owned by the Company) and (g) any leasehold interest in property or permanent improvements constructed on property held by the Company under lease, but shall include rights-of-way and easements and any electric, gas or water transmission or distribution lines (other than gas transmission lines of the character excluded by clause (f) above) and equipment or appurtenances thereto located on any such right-of-way or easement or located upon or in any street, alley or public place of any municipality or upon any public highway.

The term "purchased property" shall mean any bondable property which prior to the date of its acquisition by the Company has been used or operated by a person or persons other than the Company in the electric utility, gas utility or water utility business, and shall be included in the term "bondable property."

The terms "fair value to the Company" or "fair value" of any property, as used in this Indenture, shall mean the fair value to the Company or the fair value, as the case may be, as determined by an engineer (except where some other method of determination, if any, is specifically provided for in this Indenture) and evidenced by a certificate signed by such engineer and delivered to the Trustee.

The term "engineer," as used in this Indenture, shall mean and shall include any engineer, firm of engineers or engineering corporation selected by the Company and satisfactory to the Trustee and who or which may be in the employ of or under retainer by the Company, except that, for the purpose of determining the fair value to the Company of any purchased property (as defined in this section) acquired by the Company, and in all other cases where this Indenture so provides, such engineer, firm of engineers or engineering corporation shall be an independent engineer, firm of engineers or engineering corporation. The term "independent engineer," as used in this Indenture, shall mean and shall include any engineer, firm of engineers or engineering corporation selected or approved by the Trustee in the exercise of reasonable care and who or which shall be in fact independent and shall not be a director, officer or employee of, or under retainer by, the Company or any affiliate of the Company (as defined in this section).

The term "affiliate of the Company" means any corporation or person controlling, controlled by or under common control with the Company; and for this purpose, the term "control" means the power to direct the management and policies of a corporation or person, directly or indirectly, through one or more intermediaries, whether through the ownership of voting securities, by contract, or otherwise.

"Gross expenditures," as used in this Indenture, shall mean and include cash payments actually made or agreed to be made and for which liability shall have been actually incurred by the Company for the construction or acquisition of bondable property and, in the case of purchased property, shall mean and include (a) all cash payments actually made or agreed to be made and for which liability shall have been actually incurred by the Company for the purchase thereof (including any expenditures made by the Company in the payment or discharge of the principal of any mortgage indebtedness existing on any purchased property at the time of its acquisition by the Company) in excess of any net current assets received by the Company or (b) the fair value to the Company of such purchased property at the time of its acquisition by the Company, whichever shall be less; provided that in cases where purchased property is acquired by the Company

without consideration or for a consideration not consisting wholly of cash payments made or agreed to be made, the fair value to the Company (determined as in this section provided) of such purchased property at the time of its acquisition by the Company, shall, within the meaning of this Indenture, be deemed to be a gross expenditure for such property. The "cost" (as that term is used in this Indenture) of any bondable property shall mean the aggregate of the gross expenditures therefor.

"Net expenditures" for bondable property, as that term is used in this Indenture, shall be determined as of any date as follows: From the total gross expenditures for bondable property made by the Company during the period beginning January 1, 1946, and ending on the date as of which the net expenditures are to be determined, there shall be deducted (a) the aggregate amount of such gross expenditures, if any, certified for or during such period to comply with the requirements of subparagraph (b) of Section 1 of Article VII hereof, and (b) the excess, if any, of the aggregate amount of gross retirements of property, as hereinafter defined, made during such period over the sum of (1) the aggregate amount certified by the Company to the Trustee as expended during such period for the purposes specified in subparagraphs (b) and (c) of Section 1 of Article VII hereof (excluding the aggregate amount certified under Section 1 of Article VII as a basis for the withdrawal of moneys under said section), (2) the aggregate amount paid to the Trustee for or during said period to comply with the requirements of Section 1 of Article VII and (3) the aggregate amount of all net considerations received by the Company during said period as the avails of property released from the lien of this Indenture under the provisions of Article VIII hereof.

In making any determination of net expenditures for the purpose of the authentication of bonds under the provisions of this section or the withdrawal of deposited cash under the provisions of Section 4 of this Article or the certification of net expenditures to the Trustee under the provisions of Section 2 of Article VII of this Indenture or the withdrawal of moneys under the provisions of Section 1 of Article IX of this Indenture, the net expenditures shall be determined as of a date (to be selected by the Company) not more than ninety days prior to the authentication of such bonds or the withdrawal of such deposited cash or the making of such certification or the withdrawal of such moneys, as the case may be, and the deductions required by subdivisions (a) and (b) of the next preceding paragraph to be made from gross expenditures shall be made for the period beginning January 1, 1946, to such date.

"Gross retirements of property," as that term is used in this Indenture, made during any such period shall mean and include all tangible property, plant and equipment, owned by the Company at the date of this Indenture, or thereafter acquired by it, and, except as to the date of its acquisition or construction, coming within the definition of bondable property, retired by the Company as the result of renewals, replacements, abandonments, losses, sales or other dispositions of property, or otherwise, during such period; and shall also include all reductions in the amount at which such tangible property, plant and equipment are recorded from time to time on the books of the Company, except any reduction resulting from the transfer of any portion of the amount at which such tangible property, plant and equipment are recorded to some other property account (tangible or intangible) of the Company, until the property so transferred shall be retired from such other account. Such retirements shall be stated at the amount at which the property retired was recorded on the books of the Company at the date of this Indenture (or at the book cost as estimated by the Company, if not separately shown), if owned by the Company at said date, or at the cost thereof (as in this section defined) if acquired or constructed by the Company after the date of this Indenture. Gross retirements of property shall not include for the purpose of this Indenture any intangible property of the Company except as above provided.

The term "permitted encumbrances and liens," as used in this Indenture, shall mean and include the following:

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(a) Liens for taxes, assessments or governmental charges not delinquent, or if delinquent in course of contest and secured by sufficient bond, and liens for workmen's compensation awards and similar obligations not delinquent, and liens for labor, materials or supplies not delinquent;

(b) Liens or charges existing upon real estate or rights in or relating to real estate, now owned or hereafter acquired for, or used for, substations (not including any substation involving an investment of more than $50,000), transmission lines, distribution lines or right-of-way purposes, if the Company has not assumed such liens or charges or any obligations secured thereby and customarily does not pay interest thereon;

(c) Judgments against the Company in course of appeal or otherwise in contest and, if required by law, secured by sufficient bond;

(d) Rights reserved to, or vested in, any municipality, political subdivision or public authority by the terms of any franchise, license, permit, grant, right or power, or by any provision of law, or otherwise, to terminate such franchise, license, permit, grant, right or power or to condemn, purchase, or otherwise acquire, any property of the Company; and

(e) Easements, restrictions, exceptions or reservations in or affecting any property of the Company, now owned or hereafter acquired, for the purpose of roads, railroads, pipe lines, transmission lines, removal of oil, gas, coal or other minerals, and other similar purposes, or for the joint or common use of properties, facilities and equipment, which do not in the opinion of counsel materially impair the use or value of such property for the purposes for which it is held by the Company; and defects and irregularities in titles to, or leases of, any property which do not in the opinion of counsel materially impair the use or value of such property for the purposes for which it is held by the Company.

The term "prepaid liens," as used in this Indenture, shall mean and include any mortgage or other lien, equal or prior to the lien of this Indenture, securing obligations or indebtedness for the payment, purchase or redemption of which the necessary funds shall have been deposited with the trustee under such mortgage or lien or with the Trustee hereunder, together with instructions in either case to apply such funds to the payment, purchase or redemption of such obligations or indebtedness and, until so applied, to hold such deposited funds irrevocably in trust for the purpose for which they shall have been deposited, but subject, if so instructed, to any applicable provision in such mortgage or lien for the return of any unclaimed portion of such deposited funds to the Company.

Bonds shall be authenticated by the Trustee under this section subject to the restrictions hereof and shall be delivered by it to or upon the written order of the President or a Vice-President of the Company upon receipt by the Trustee of the following:

(a) A copy of a resolution of the Board of Directors of the Company authorizing the execution and authentication of the bonds proposed to be authenticated and stating the principal amount thereof and the designation of the series in which to be authenticated and, except as to bonds of Series A, setting forth, either expressly or by reference to a resolution of the Board of Directors theretofore adopted, the terms, provisions and characteristics of such bonds, all in accordance with and subject to the restrictions of Article I hereof;

(b) A certificate signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company, setting forth (1) the gross expenditures for bondable property (other than purchased property) made by the Company in the period

covered by the certificate (which, in the case of the first certificate, shall begin on January 1, 1946, and in the case of each subsequent certificate may begin at the end of the period covered by the next preceding certificate), briefly describing such bondable property and identifying it as such within the definition thereof contained in this section, and stating that said expenditures have been actually made, or a liability therefor incurred, by the Company, and (2) the gross expenditures for, and the fair value to the Company at the time of acquisition (as determined by an independent engineer's certificate in accordance with the provisions of this Section 3) of, any purchased property acquired by the Company during the period covered by the certificate, a brief description of such purchased property (identifying the same as purchased property within the definition thereof contained in this section), the date of its acquisition and the amount and character of the consideration paid therefor, and (3) the aggregate amount of gross expenditures for bondable property, if any, certified for or during the period covered by the certificate, to comply with the requirements of subparagraph (b) of Section 1 of Article VII hereof, and (4) (a) the aggregate amount of gross retirements of property, as hereinbefore in this section defined, made during said period and (b) the sum of all amounts certified by the Company to the Trustee as expended during such period for the purposes specified in subparagraphs (b) and (c) of Section 1 of Article VII hereof (excluding all amounts certified under Section 1 of Article VII as a basis for the withdrawal of moneys under said section), (c) the aggregate amount paid to the Trustee for or during said period to comply with the requirements of Section 1 of Article VII and (d) the aggregate amount of all net considerations received by the Company during said period as the avails of property released from the lien of this Indenture under the provisions of Article VIII hereof, and (5) a computation showing the net expenditures for bondable property, as hereinbefore in this section defined, made by the Company which may be used as the basis for the authentication of additional bonds; and (6) that all such bondable property, including such purchased property, if any, has become subject to the lien of this Indenture and is not subject to any liens or encumbrances equal or prior in lien to this Indenture, except permitted encumbrances and liens and prepaid liens (as those terms are defined in this section), and (7) that no part of said net expenditures for bondable property has been previously used as a basis for the authentication of any bonds under this Indenture or as a basis for the withdrawal of deposited cash or any other moneys or the release of any property under any provision of this Indenture or has been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any property of the Company subject to the lien of this Indenture or has been certified or used to comply with any requirement of Article VII of this Indenture or has been certified or used to comply with the provisions respecting any sinking fund or analogous fund created hereafter pursuant to the terms of this Indenture, and (8) any other facts and data (not specifically required to be shown in some other manner) showing that the Company is entitled under the foregoing provisions of this section to have authenticated the bonds requested to be authenticated; which certificate shall also contain the statements required by Section 1 of Article XVII hereof;

(c) A certificate of an engineer (conforming to the requirements of this section) certifying to the fair value to the Company, at a date within ninety days prior to the date of delivery to the Trustee of the application of the Company for the authentication of bonds, of the bondable property (other than purchased property if any be included in such bondable property) described in the certificate required by subparagraph (b) of this section; which certificate of such engineer shall also contain the statements required by Section 1 of Article XVII hereof; provided,

however, that for all purposes of this Article II the fair value so certified to by such engineer shall be disregarded;

(d) A certificate of an independent engineer (conforming to the requirements of this section) certifying to the fair value to the Company, at a date within ninety days prior to the date of delivery to the Trustee of the application of the Company for the authentication of bonds, of any purchased property described in the certificate required by subparagraph (b) of this section and also its fair value to the Company at the time of its acquisition; which certificate of such independent engineer shall also contain the statements required by Section 1 of Article XVII hereof; provided, however, that for all purposes of this Article II the fair value at such date within ninety days so certified to by such engineer shall be disregarded; and

(e) The certificates, orders, opinions, indenture and/or other instruments, if any, required by Sections 5 and 6 of this Article.

"Bondable property" (other than purchased property and land) may be sufficiently described for any purpose of this Indenture by stating the descriptive name or title of the account or accounts (and subdivisions thereof applicable thereto) under or pursuant to a standard classification of accounts in general use to which the expenditures made for such property are applicable or have been charged or allocated and the amount thereof.

Section 4. Bonds of any series may be executed by the Company and be delivered to the Trustee for authentication, from time to time, in the manner and subject to the limitations provided in this section and in Article I hereof, and shall be authenticated by the Trustee and delivered by it to or upon the written order of the President or a Vice-President of the Company, upon receipt by the Trustee of the following:

(a) A copy of a resolution of the Board of Directors of the Company authorizing the execution and authentication of the bonds proposed to be authenticated and stating the principal amount thereof and the designation of the series in which to be authenticated and, except as to bonds of Series A, setting forth, either expressly or by reference to a resolution of the Board of Directors theretofore adopted, the terms, provisions and characteristics of such bonds, all in accordance with and subject to the restrictions of Article I hereof;

(b) An amount of cash equal to the principal amount of the bonds requested to be authenticated; and

(c) The certificates, orders, opinions, indenture and/or other instruments, if any, required by Sections 5 and 6 of this Article.

Money received by the Trustee under the provisions of this section is sometimes referred to in this Indenture as "deposited cash." Whenever the Company shall be entitled to the authentication and delivery of bonds under the provisions of either Section 2 or Section 3 of this Article and the Trustee shall have in its possession deposited cash equal to the principal amount of such bonds, the Trustee shall, on the request of the Company evidenced by resolution of its Board of Directors and in lieu of the authentication and delivery of such bonds, pay over to the Company on the written order of its President or a Vice-President, an amount of deposited cash equal to the principal amount of such bonds, but only upon receipt by the Trustee of a certificate signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company stating that the Company is not then in default under any provision of this Indenture and of the certificate or certificates, order or orders, opinion or opinions and other instruments (if any) required to be given for the authentication and delivery of such bonds under the provisions of either Section 2 or Section 3 of this Article (excepting only the certificates, orders, opinions,

indenture and/or other instruments, if any, required by Section 5 and by subdivisions (a) to (e), both inclusive, of Section 6 of this Article) but with such changes or differences as may be appropriate or required by reason of the fact that the Company's application is for the withdrawal of deposited cash instead of for the authentication of bonds. All moneys received by the Trustee under the provisions of this section shall, until paid out as aforesaid, be held by it as part of the mortgaged property, except that all or any part of such moneys may, upon the written direction of the Company, be applied by the Trustee to the purchase or redemption of bonds, upon the terms and conditions set forth in Section 1 of Article IX of this Indenture, and all such moneys remaining on deposit with the Trustee at the end of three years from the date of deposit of the same shall be so applied by the Trustee.

Section 5. No bonds shall be authenticated and delivered by the Trustee under the provisions of Sections 3 and/or 4 of Article II of this Indenture, and no bonds bearing a higher rate of interest than the bonds for or on account of the payment, cancellation, redemption or discharge of which they are authenticated shall be authenticated and delivered by the Trustee under the provisions of Section 2 of Article II of this Indenture unless the bonds for or on account of the payment, cancellation, redemption or discharge of which they are authenticated have been outstanding more than three years prior to the date of such authentication and have an expressed maturity not later than two years from the date of such authentication, except, in each case, upon receipt by the Trustee of a certificate signed by the President or a Vice-President of the Company, by the Treasurer or an Assistant Treasurer of the Company and by an accountant, whose qualifications shall conform to the requirements of this section, which certificate shall contain the statements required by Section 1 of Article XVII hereof and shall show that for a period of twelve consecutive calendar months ending within ninety days next preceding the authentication and delivery by the Trustee of any such bonds hereunder the net earnings, as hereinafter defined, of the Company shall have been a sum at least equal to two times the interest for one year (1) on all the bonds to be outstanding under this Indenture immediately after such authentication (excepting any of such bonds for the payment, purchase or redemption of which the necessary funds shall have been deposited with the Trustee hereunder together with instructions to apply such funds to the payment, purchase or redemption of such bonds and, until so applied, to hold such funds irrevocably in trust for the purpose for which such funds shall have been deposited, but such deposit may be made subject to the provisions of Article XII hereof) and (2) on all other indebtedness then secured by a lien equal or prior to the lien of this Indenture on any part of the Company's property (excepting any such indebtedness the evidences of which shall then be held in pledge by the Trustee hereunder or by the trustee under any mortgage constituting a lien equal or prior to the lien of this Indenture on any part of the Company's property, and excepting prepaid liens as defined in Section 3 of this Article II).

The accountant signing such certificate of net earnings shall be an independent public accountant, selected or approved by the Trustee in the exercise of reasonable care, if the aggregate principal amount of the bonds then proposed to be authenticated hereunder and of other bonds authenticated and delivered hereunder since the commencement of the then current calendar year (other than bonds with respect to which a certificate of net earnings is not required by this Indenture or with respect to which a certificate of an independent public accountant has previously been furnished) is ten per centum or more of the aggregate principal amount of all bonds at the time outstanding hereunder; provided, however, that in case the twelve consecutive calendar months for which the net earnings of the Company shall be stated in such certificate of net earnings are not the period covered by an annual report required to be filed by the Company, then the accountant signing such certificate of net earnings shall be an accountant who is the auditor, assistant auditor or other accounting officer or employee of the Company. In every case in which the certificate of net earnings is not required under the foregoing provisions of this paragraph to be signed by an independent public accountant, the accountant signing such certificate of

net earnings shall be an accountant who is the auditor, assistant auditor or other accounting officer or employee of the Company.

The "net earnings" (as that term is used in this Indenture) of the Company shall for any period mean the earnings of the Company, computed in accordance with accepted principles of accounting, determined by deducting from the total gross earnings and income of the Company derived from all sources for such period, all operating expenses of the Company for such period, including expenditures for maintenance and repairs, all charges or provisions for depreciation of property (or if the aggregate of such expenditures for maintenance and repairs and charges or provisions for depreciation of property be less than fifteen per centum (15%) of the excess of the gross operating revenues derived during such period from the operation of the electric utility, gas utility and water utility properties of the Company upon which this Indenture is or shall be a lien over an amount equal to the cost of electricity, gas and water purchased for exchange or resale during such period, then fifteen per centum (15%) of such excess), rentals, insurance costs, interest (other than interest on obligations referred to in (1) and (2) of the paragraph next but one preceding this paragraph) and all taxes other than federal and state taxes upon or measured by net income; and by making such adjustments, if any, of the resulting amount as may be necessary to comply with the provisions as to net earnings hereinafter in this section contained. Not more than 10% of the net earnings as finally determined shall consist of the aggregate of (a) net non-operating income, (b) net operating revenues derived from the operation by the Company of any properties other than electric utility, gas utility or water utility properties and (c) net revenues from any properties not owned by the Company. No dividends or interest received by the Company from any subsidiary or affiliated company shall be included in the net earnings of the Company except to the extent that such dividends or interest were earned by the paying company in the current or the next preceding fiscal year of such company. No profits or losses resulting from the sale or other disposition of capital assets shall be included in computing the net earnings of the Company. In case any property owned by the Company at the time of the authentication of bonds under this Indenture shall not have been owned by it during any part of any such period or shall have been owned by it during a part only of such period, then and in every such case the net earnings or net loss of such property during said period, or during such part thereof as shall have preceded the acquisition of said property by the Company, shall be included in computing the net earnings or net loss of the Company for such period. In case any property owned by the Company during any part of any such period shall not be owned by the Company at the time of the authentication of bonds hereunder, the net earnings or the net loss of the Company from such property during such period shall be excluded in computing the net earnings or net loss of the Company.

Section 6. No bonds shall be authenticated and delivered by the Trustee under the provisions of Sections 2, 3 or 4 of this Article except upon receipt by the Trustee of the following:

(a) An opinion of counsel stating each public service commission or other governmental agency, if any, of the United States of America or of any state or states thereof then having or claiming to have jurisdiction over the issuance of bonds under this Indenture by the Company, and also stating the principal amount of the bonds then requested to be authenticated with respect to which a certificate or order of any such public service commission or governmental agency is required or claimed to be required; and a certified copy of each such certificate or order, shown by said opinion to be required, together with an opinion of counsel to the effect that such certificates or orders are sufficient to authorize or permit the issuance of the bonds requested to be authenticated;

(b) An opinion of counsel stating that any recording or other tax or taxes required by law in connection with the issuance of such bonds or for the effectiveness of the lien of this Indenture as security for such bonds have been paid, or that no such tax or taxes are required by law to be paid, and stating further that such

bonds have been duly authorized to be issued and will be, when authenticated and issued, the legal and binding obligations of the Company secured by this Indenture;

(c) A certificate signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company stating that the Company is not then in default under any provision of this Indenture, and stating the aggregate principal amount of all bonds of all series and also the aggregate principal amount of all bonds of any particular series, of which any bonds then requested to be authenticated are a part, which will be outstanding under this Indenture upon the authentication and issue of the bonds then requested to be authenticated;

(d) An opinion of counsel stating that, upon the authentication and issue of the bonds then requested to be authenticated, the aggregate principal amount of all bonds of all series that will be outstanding under this Indenture, as shown by the certificate provided for in subdivision (c) of this Section 6, will not exceed the amount which at that time may be lawfully outstanding hereunder nor exceed any limitation then existing upon the indebtedness of the Company under its Charter or Articles of Association and amendments thereto or under any contract, indenture or other instrument to which the Company is a party or under any applicable law, and that the aggregate principal amount of all bonds of any particular series, of which any bonds then requested to be authenticated are a part, will not exceed the maximum principal amount, if any, fixed with respect to the bonds of such series;

(e) In case of the first authentication of bonds of any series, other than Series A, an indenture supplemental hereto, executed as provided in Article XVI hereof, (1) setting forth the form and substance of the bonds of said series and the terms, provisions and characteristics thereof, and (2) limiting the aggregate principal amount of bonds of such series that may be outstanding at any one time to an amount stated in such indenture, unless such indenture be accompanied by an opinion of counsel to the effect that such limitation is not required by law or by this Indenture, and (3) containing such other provisions, not inconsistent with the provisions of this Indenture, as may be deemed necessary or appropriate in the premises and as shall be satisfactory to the Trustee;

(f) In case of an application for the authentication of bonds under the provisions of Section 3 of this Article or in case of an application for the withdrawal of deposited cash under the provisions of Section 4 of this Article on account of expenditures for bondable property, (1) an opinion of counsel stating that the Company has acquired good and marketable title subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in Section 3 of Article II of this Indenture) to, and has lawful power to own and operate, any such bondable property included in the certificate provided for in subdivision (b) of said Section 3 or in said Section 4 (unless such bondable property shall have been covered by an opinion of counsel theretofore filed with the Trustee), and that such bondable property is subject to the lien of this Indenture and is not subject to any liens or encumbrances equal or prior in lien to this Indenture, except permitted encumbrances and liens and prepaid liens (as those terms are defined in Section 3 of Article II of this Indenture), and (2) all such deeds, conveyances, transfers or instruments of further assurance as may be necessary for the purpose of effectually subjecting such bondable property to the direct lien and operation of this Indenture, together with an opinion of counsel that the same are sufficient for the purpose, or an opinion of counsel that no such deeds, conveyances, transfers or instruments are necessary for such purpose;

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(g) A certificate signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company stating that in the opinion of the officers signing the certificate all conditions and requirements of this Indenture relating to the authentication and delivery of the bonds requested to be authenticated and delivered have been complied with; or, in the case of an application for the withdrawal of deposited cash under the provisions of Section 4 of this Article, that all conditions and requirements of this Indenture relating to the withdrawal of cash requested to be withdrawn have been complied with; and

(h) An opinion of counsel stating that in his opinion all conditions and requirements of this Indenture relating to the authentication and delivery of the bonds requested to be authenticated and delivered have been complied with; or, in the case of an application for the withdrawal of deposited cash under the provisions of Section 4 of this Article, that in his opinion all conditions and requirements of this Indenture relating to the withdrawal of cash requested to be withdrawn have been complied with.

Each certificate and opinion required by this section shall also contain, in addition to the matters above specified, the statements required by Section 1 of Article XVII hereof.

Section 7. Any resolution of the Board of Directors or stockholders of the Company required or permitted under any provision of this Indenture to be delivered to the Trustee hereunder shall have attached thereto a certificate of the Secretary or an Assistant Secretary of the Company certifying, under the corporate seal of the Company, to the adoption and the then effectiveness of such resolution, and, prior to the happening of any event of default (as defined in this Indenture) and subject to the provisions of the last paragraph of Section 1 of Article XV hereof, the Trustee, in the absence of bad faith on its part, may accept such certificate as conclusive evidence that any resolution so certified has been duly adopted by the Board of Directors of the Company or by its stockholders, as the case may be, and that any such resolution is in full force and effect.

The same officer or officers of the Company need not certify to all the facts required to be certified to under the provisions of this Article, but different officers may certify to different facts.

The words "opinion of counsel," wherever used in this Indenture, shall mean the written opinion of counsel (who may be of counsel for the Company) selected by the Company and satisfactory to the Trustee. Any opinion of counsel, in so far as it may relate to the title to property, may, but need not, be expressed to be based upon guaranties or certificates of title or policies of title insurance which in the opinion of such counsel may be relied upon.

Section 8. Except as provided in Section 10 of Article I hereof with respect to the exchange of bonds, each coupon bond issued under this Indenture shall have attached thereto at the time of issue all unmatured interest coupons thereunto appertaining and any matured interest coupons appertaining to such bonds shall be detached and cremated by the Trustee. A certificate of such cremation shall be made and preserved by the Trustee and a duplicate thereof shall be delivered to the Company upon its request therefor.

Section 9. Wherever in this Indenture the Company is permitted or required to deposit cash hereunder with the Trustee, the Company may deposit in lieu of cash an amount of direct and unconditional obligations of the United States of America of at least an equal face amount and having a then market value at least equal to the amount of cash in lieu of which such obligations are deposited, provided, however, that the Company shall not be entitled, less than ten days prior to or on any interest payment date, redemption date or maturity date of any bonds outstanding hereunder, to

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deposit any such obligations in lieu of the cash due to be paid on such date to the holders of bonds and/or coupons secured hereby. The Company may at any time withdraw any cash on deposit hereunder with the Trustee by depositing hereunder with the Trustee in substitution therefor an amount of direct and unconditional obligations of the United States of America of at least an equal face amount and having a then market value at least equal to the amount of cash so withdrawn, provided, however, that the Company shall not be entitled, less than ten days prior to or on any interest payment date, redemption date or maturity date of any bonds outstanding hereunder or at any time subsequent to such date, to withdraw any cash deposited hereunder for payment on such date to the holders of bonds and/or coupons secured hereby. Any obligations so deposited shall have attached thereto all unmatured interest coupons and shall be held by the Trustee in all respects as would be held the cash for which such obligations are so substituted. Any obligations so deposited shall be sold by the Trustee upon the written request of the Company, signed in its name by its President or one of its Vice-Presidents, at such prices as shall be fixed by the Company and approved by the Trustee, provided, however, that the Trustee, without any such request from the Company, shall be entitled, in its sole discretion and at such prices as may be approved by it, to sell at public or private sale any obligations so held by it in lieu of any cash which shall be payable, not more than ten days after the date of such sale, on an interest payment date, redemption date or maturity date of any bonds secured hereby. If the proceeds from any such sale shall be less than the amount of cash in lieu or for the withdrawal of which the obligations sold were deposited, or if the market value of any obligations so deposited hereunder shall, in the judgment of the Trustee, at any time be less than the amount of cash in lieu or for the withdrawal of which they were deposited, in either event the Company shall deposit hereunder with the Trustee cash sufficient to make up the deficiency; but the cash deposited to make up the deficiency in the market value of any obligations may at any time thereafter be withdrawn by the Company if at the time of withdrawal the market value of such obligations shall be not less than the amount of cash in lieu or for the withdrawal of which they were deposited. The Trustee shall collect from time to time all interest upon the deposited obligations as such interest matures and, so long as the Company shall not be in default hereunder, all such interest shall be paid by the Trustee to the Company as and when received. The proceeds of the sale of deposited obligations shall be paid out and applied by the Trustee in like manner and for like purposes as is provided in this Indenture in respect of the cash in lieu or for the withdrawal of which such obligations were deposited. The deposited obligations while held by the Trustee, and the proceeds of the sale thereof, until such proceeds are so paid out and applied, shall be held in accordance with the terms and provisions of this Indenture applicable to the cash in lieu of or in substitution for which such obligations were deposited.

ARTICLE III

PARTICULAR COVENANTS OF THE COMPANY

The Company hereby covenants and agrees with the Trustee, and with the respective holders and owners of the bonds issued hereunder:

Section 1. That, except as to after-acquired property, it is lawfully possessed of the premises and property hereinbefore by it conveyed or transferred to the Trustee and has good and marketable title thereto subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in Section 3 of Article II of this Indenture); that it will warrant and defend unto the Trustee, its successors and assigns, for the benefit of the holders and registered owners of the bonds, the mortgaged property and the lien and interest of the Trustee thereon and therein under this Indenture against all claims and demands of any person whomsoever; that it has good right and lawful authority to mortgage the same, as provided in and by this Indenture; that said premises and property (excepting after-acquired property) are free from all liens and encumbrances for the payment of money or its equivalent, except permitted encumbrances and liens and prepaid liens (as those terms are defined in Section 3 of Article II

hereof); and that, so long as any of the bonds issued hereunder are outstanding, it will maintain and preserve the lien of this Indenture on the whole of the mortgaged property now owned or hereafter acquired, but subject to permitted encumbrances and liens, and, as to any after-acquired property on account of which bonds shall not have been authenticated hereunder, to the lien of any mortgage or deed of trust existing on any such after-acquired property at the time of its acquisition by the Company.

Section 2. That it will not issue, or permit to be issued, any bonds hereby secured in any manner other than in accordance with the provisions of this Indenture and the agreements in that behalf herein contained, and will not suffer or permit any default to occur under this Indenture, but will faithfully observe and perform all the conditions, covenants and requirements hereof obligatory upon it.

Section 3. That it will pay the principal of and interest on all the bonds duly issued hereunder, according to the terms thereof and of this Indenture; that so long as any of such bonds shall remain outstanding and unpaid, it will not directly or indirectly extend or assent to the extension of the time for the payment of any bond or interest coupon or claim for interest of or upon any such bond, and will not directly or indirectly be a party to any arrangement therefor, either by purchasing or refunding or in any manner keeping alive such bond, interest coupon or claim for interest, or otherwise; that in case the payment of any such bond, interest coupon or claim for interest shall be so extended by or with or without the consent of the Company, then, anything in this Indenture contained to the contrary notwithstanding, such bond, interest coupon or claim for interest so extended shall not be entitled, in case of default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of all bonds and interest coupons and claims for interest as shall not have been so extended.

Section 4. That it will maintain, in each and every place where the principal of any outstanding bonds of any series issued hereunder may be made payable, an office or agency where notices, presentations and demands to or upon it in respect of said bonds may be given or made, and for the payment of the principal thereof; and it will also maintain an office or agency for the payment of interest in each and every place where the interest on any series of bonds issued hereunder may be made payable. From time to time the Company will file with the Trustee notice in writing of the location, and of any change in the location, of each such office or agency. In case the Company shall fail to maintain such office or agency or shall fail to give notice of the location or change of the location thereof, presentation and demand may be made, and notices may be served, upon the Company, as the principal office or place of business of the Trustee.

That, if the Company acts as its own paying agent, it will, on or before the due date of each installment of principal or interest on the bonds, set aside and segregate and hold or deposit in trust for the benefit of the bondholders or the Trustee a sum sufficient for the payment of such principal or interest so becoming due on the bonds and will give the Trustee notice of such action or any failure to take such action.

Section 5. That it will duly pay and discharge or cause to be duly paid and discharged, before the same become delinquent, all real estate and personal property taxes, water rates, assessments and governmental and other charges lawfully levied and imposed by the United States of America or by any state, county or municipality or by any governmental or taxing authority upon the mortgaged property, including the franchises, earnings and business of the Company; and that it will not make an assignment of its properties for the benefit of creditors, or consent to the appointment of a receiver of its properties, or file a petition for reorganization under the Acts of Congress, as amended, relating to bankruptcy, or suffer itself to be adjudged a bankrupt, or suffer any mechanics', laborers', statutory or other lien (except any lien expressly permitted by any provision of this Indenture) which might or could be held to be equal or prior to the lien of this Indenture to be created of record or to remain outstanding upon the property specifically described in this Indenture, or any part thereof, or

the income therefrom, or upon any after-acquired property, or the income therefrom, save only any mortgage or other lien on any after-acquired property which may exist on the date of its acquisition or be created as a vendor's lien or as a purchase money mortgage in connection with such acquisition; provided, however, that nothing contained in this Article shall require the Company to pay or make provision for the payment of such tax, assessment, lien or charge so long as the Company in good faith shall contest the validity or amount thereof and so long as such delay in payment shall not, in the opinion of counsel, subject the property mortgaged hereunder, or any part thereof, to forfeiture or sale.

That it will, on or before the first day of April in each year, deliver to the Trustee a certificate signed by the President or a Vice-President or the Treasurer of the Company stating that all taxes, water rates, assessments and governmental and other charges required by this section to be paid and discharged during the preceding calendar year have been so paid and discharged, except taxes, water rates, assessments or governmental and other charges the validity or amount of which the Company in good faith shall contest, in which event such certificate shall set forth the fact of such contest and be accompanied by an opinion of counsel stating that the delay in payment occasioned by such contest will not subject the property mortgaged hereunder, or any part thereof, to forfeiture or sale. Such certificate and such opinion of counsel (if any) shall also contain the statements required by Section 1 of Article XVII hereof.

Section 6. That it will keep all the property which is at any time covered by this Indenture and which is of a character usually insured by companies similarly situated and operating like properties insured against loss or damage from such hazards and risks as are usually insured against by companies similarly situated and operating like properties, and to such amount as such property is usually insured by such companies, either by means of policies issued by reputable insurance companies or, at the Company's election, by means of an adequate insurance fund set aside and maintained in conjunction with other companies through an insurance trust or other agreement, the loss, if any, to be made payable to the Trustee and to the trustee or trustees of any mortgages equal or prior in lien to this Indenture on such property, as their respective interests may appear; that it will, in each year on or before April 1, deliver to the Trustee a statement of all such policies of insurance and/or certificates issued under such insurance trust or other agreement and will promptly advise the Trustee of any cancellation or other change affecting such policies or certificates. Such statement shall be signed by the President or a Vice-President or the Treasurer of the Company and shall certify that all property of the Company required by this section to be insured as hereinabove provided is insured in the manner and to the extent provided in this section and that loss under such insurance is made payable as hereinabove provided, and shall also contain the statements required by Section 1 of Article XVII hereof. If the total amount received by the Trustee upon all policies or certificates shall, in the case of any one loss, be less than the sum of Ten Thousand Dollars ($10,000), such amount shall, if a default under this Indenture shall not have occurred, be paid forthwith to the Company by the Trustee, to be used by the Company to pay for repairs or replacements of or substitutions for the injured or destroyed property, but the Trustee shall not be obligated to see to the application thereof; in all other cases the proceeds of any and all insurance on any part of the mortgaged property which may be received by the Trustees shall be held and disposed of pursuant to the provisions of Section 1 of Article IX of this Indenture.

In the event there are at any time outstanding any bonds or obligations secured by any mortgage which constitutes a lien superior to the lien hereof on any part of the properties of the Company (as evidenced by a certificate, satisfactory in form and substances to the Trustee, of any trustee or mortgagee under any such mortgage, or of any counsel therefor), and a check for the amount of any loss covered by any insurance on any property subject to any such mortgage is drawn by an insurer, payable to the order, among others, of the Trustee hereunder and the trustee or mortgagee under any such mortgage, the Trustee hereunder shall endorse said check, without recourse,

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and deliver the same so endorsed to the appropriate trustee or mortgagee under any such mortgage; provided, however, that if such mortgage requires the application of such insurance moneys to the payment of the bonds or other obligations secured by such mortgage, any balance of such insurance moneys not so applied shall, subject to the provisions of such mortgage, be repaid to the Trustee hereunder by the trustee or mortgagee holding the same.

Section 7. That it will at all times maintain, preserve and keep its property mortgaged hereunder, with the appurtenances and every part and parcel thereof, in thorough repair, working order and condition and equipped with suitable equipment and appliances, and from time to time will make all needful and proper repairs, renewals and replacements thereof, so that at all times the value of the security for the bonds issued hereunder and the efficiency of the property of the Company hereby mortgaged shall be fully preserved and maintained, and subject to the provisions of this Indenture, will maintain and preserve all the rights, powers, privileges and franchises by it owned.

Nothing herein contained shall be construed to prevent the Company from ceasing to operate any of its plants or any other property if in the judgment of the Company it is advisable not to operate the same for the time being or if the Company intends to sell or otherwise dispose of the same and within a reasonable time endeavors to effectuate such a sale or other disposition; nor in any such event to prevent the Company from taking such action with respect to such plant or such other property as is proper and customary under the circumstances.

Section 8. That the Trustee may, and, if so requested in writing by the holders and registered owners of not less than a majority in Principal amount of the bonds then outstanding hereunder (determined as provided in Section 2 of Article XVII hereof) and upon being furnished by either such bondholders or the Company with the necessary funds therefor, shall, cause an inspection of the mortgaged premises to be made by an independent engineer (as defined in Section 3 of Article II, but hereinafter in this section referred to as the "inspecting engineer") to be selected by it, for the purpose of determining the matters hereinafter provided to be set forth in the report of the inspecting engineer, and that the Company will grant such engineer access to the properties, books and records of the Company for the purpose of such inspection; but no such inspection shall be made within five years from the date of filing with the Trustee of the report of any such inspection previously made hereunder.

The inspecting engineer, within a reasonable time from the date of his appointment, shall file with the Trustee and with the Company a written report signed by him stating (1) whether or not the mortgaged properties, as an operating system or systems, have been maintained in good repair, working order and condition, and (2) whether or not any property of the Company, which has not been retired on the books of the Company, should be classified as retired for the purpose of any computation of net expenditures for bondable property under the provisions of this Indenture or for any other purpose of this Indenture. If such report shall state that the mortgaged properties, as an operating system or systems, have not been so maintained, there shall be clearly stated in such report the character and extent of the estimated cost of making good, and the time, if longer than one year, reasonably required to make good, such deficiency in maintenance; and, if such report shall state that property of the Company, which has not been retired on the books of the Company, should be classified as retired for the purpose of any computation of net expenditures for bondable property under this Indenture or for any other purpose of this Indenture, such report shall briefly describe such property and shall state the aggregate book cost thereof if separately shown on the books of the Company, or the book cost estimated by the Company if not separately shown. Such report may be modified by a supplemental report signed and filed by the inspecting engineer with the Trustee and with the Company. In the event of the death, resignation or inability to act of the inspecting engineer, the Trustee may appoint another disinterested and competent engineer to make or complete such inspection and to file the report and/or a supplemental report modifying any report previously filed.

In the event the Company shall disagree with any findings or statements made in any report filed pursuant to the provisions of this section, it may, within sixty days after the filing with it of such report, file with the Trustee written objections signed by it specifying in reasonable particularity the findings or statements with which it is in disagreement, and thereupon the matters so in dispute shall be referred to a board of arbitrators, consisting of three competent disinterested persons skilled in the matter or matters constituting the subject of dispute. One of such arbitrators shall be the inspecting engineer who filed the report (or, in the event of the death, resignation or inability to act of such engineer, his successor appointed by the Trustee), and one shall be chosen by the Company within twenty days after the filing with the Trustee of its written objections. The two so chosen shall select the third arbitrator. If the Company fails within said period of twenty days to name by notice to the Trustee a person to act as its arbitrator, then the Trustee shall name the second arbitrator and the two thus chosen shall choose the third. If the two arbitrators chosen, as above provided, shall be unable to agree upon the third arbitrator, then the third arbitrator shall be named by a judge of the District Court of the United States then having jurisdiction in Jackson County, Missouri, upon application to such judge for such purpose made by either or both of the two arbitrators so chosen upon five days' notice in writing to the Trustee and the Company.

The board of arbitrators so chosen shall immediately proceed to hear and determine all matters stated in the report which are in dispute, after giving to the Trustee and the Company not less than five days' notice in writing of the time and place of such hearing; and at the time and place appointed they shall proceed summarily to hear and dispose of the matters in dispute unless in their judgment the hearing should be postponed to a later day or days, of which postponement like notice shall be given, unless such notice is waived by both parties, in which case the hearing may proceed at an earlier agreed date. The determination of the board of arbitrators, or of a majority of them, shall be filed with the Company and with the Trustee and shall be final and conclusive upon the Company, the Trustee and the bondholders. The term "report of the inspecting engineer", as hereinafter in this section used, shall mean the report filed by the inspecting engineer with the Trustee or, in case objections to such report are filed by the Company and the matters in dispute are referred to a board of arbitrators, shall mean the report filed with the Trustee by the inspecting engineer, as confirmed or modified by the determination of the board of arbitrators. The Company covenants and agrees with all reasonable speed and diligence to do such maintenance work as may be necessary to make good any deficiency in maintenance disclosed by the report of the inspecting engineer; and further covenants and agrees that, in any computation of net expenditures for bondable property or any other computation under this Indenture which shall be made subsequent to the filing with the Trustee of the report of the inspecting engineer, there shall be deducted the aggregate book cost, as shown by the books of the Company, or, if not so shown, the estimated book cost, of all property, if any, which such report states has not been retired on the books of the Company but which should be classified as retired for the purpose of making any such computation.

All expenses, including (without limitation) the reasonable compensation of the inspecting engineer and of the arbitrators, if any shall be appointed, which may be incurred pursuant to the provisions of this section, shall be paid by the Company.

Section 9. That if it shall fail to perform any of the covenants contained in Sections 5, 6, 7 and 8 of this Article, any receiver or trustee appointed by any court, as herein provided, may make advances to perform the same in its behalf; and the Company hereby agrees to repay, upon demand, all sums so advanced in its behalf with interest, from the date advanced, at the rate of six per centum (6%) per annum, and all sums so advanced with interest as aforesaid shall be secured hereby, having the benefit of the lien hereby created, in priority to the indebtedness evidenced by the bonds and coupons; but no such advance shall be deemed to constitute a waiver of any default hereunder.

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Section 10. That, so long as any bonds [intentionally omitted] of Series J or Series K or Series L or Series M or Series N or Series O or Series U or Series X or Series Y or Series AA or Series BB or Series CC or Series DD or Series FF or Series GG are outstanding under this Indenture, it will not acquire any property which at the time of the acquisition thereof shall be subject to any lien or liens equal or prior to the lien of this Indenture (other than permitted encumbrances and liens and prepaid liens, as those terms are defined in Section 3 of Article II hereof), unless at the date of the acquisition of such property the principal amount of obligations outstanding under and secured by such lien or liens shall not exceed sixty per centum (60%) of the fair value to the Company (determined as provided in Section 3 of Article II of this Indenture) of bondable property so acquired and unless the aggregate of the net earnings (determined as provided in Section 5 of Article II hereof) of the Company and the net earnings (determined as provided in Section 5 of Article II hereof) derived from the operation of the property to be acquired, during a period of twelve consecutive calendar months ending within ninety days next preceding the date of the acquisition of such property, shall be a sum at least equal to two times the interest for one year on all bonds outstanding hereunder, all obligations outstanding under and secured by any lien or liens equal or prior to the lien of this Indenture upon property of the Company subject to the lien of this Indenture and all obligations outstanding under and secured by any lien or liens equal or prior to the lien of this Indenture upon the property to be acquired, except bonds or other obligations in each case or the payment, purchase or redemption of which the necessary funds shall have been deposited with the trustee or trustees under such lien or liens or with the Trustee hereunder, together with instructions to apply such funds to the payment, purchase or redemption of such obligations and, until so applied, to hold such funds irrevocably in trust for the purpose for which such funds shall have been deposited (but subject, if so instructed, to the provisions of Article XII of this Indenture and to any applicable provision in such lien or liens for the return of any unclaimed portion of such funds to the Company); and that it will cause to be closed all mortgages or other liens existing at the time of acquisition on any property hereafter acquired by the Company and will permit no additional bonds to be issued thereunder nor any additional indebtedness in any manner to be secured thereby, but nothing herein contained shall prevent the issuance of bonds under any such mortgage or lien to replace any mutilated, lost or destroyed bonds or to effect exchanges of bonds of different denominations or transfers of bonds, as may be permitted in the mortgage or lien securing the same [intentionally omitted].

Section 11. That it will cause this Indenture and each supplemental indenture to be promptly recorded and filed in such manner and in such places as may be required by law in order fully to preserve and protect the security of the bondholders and all rights of the Trustee, and will furnish to the Trustee promptly after the execution and delivery of this Indenture and of each supplemental indenture, an opinion of counsel either stating that, in his opinion, this Indenture or such supplemental indenture has been properly recorded and filed so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that, in his opinion, no such action is necessary to make such lien effective; that it will re-record and refile this Indenture in such manner and in such places as may be required by law in order fully to preserve and protect the security of the bondholders and all rights of the Trustee, and will, within ninety days after the close of each calendar year after the execution and delivery of this Indenture, furnish to the Trustee an opinion of counsel either stating that, in his opinion, such action has been taken with respect to the recording, filing, re-recording and refiling of this Indenture and of each supplemental indenture as is necessary to maintain the lien thereof, and reciting the details of such action, or stating that, in his opinion, no such action is necessary to maintain such lien; and that it will do and perform all matters or things necessary or expedient to be done or observed by reason of any law of the United States of America, or of any state or states thereof, or any other competent authority, for the purpose of creating, performing and maintaining the trust hereby created for the security of the payment of the bonds and coupons thereto attached, and to perform all the obligations hereby imposed upon the Company.

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Section 12. That it will, upon reasonable request, execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture, especially to make subject to the lien hereof any property now owned or hereafter acquired by it which it is herein provided shall be subject to the lien hereof, and to transfer to any successor trustee or trustees the estate, powers, instruments, securities and funds held in trust hereunder; and that, in the event the cost of any one parcel of real estate, or easement therein, acquired by the Company exceeds $10,000, or in the event the aggregate cost of all parcels of real estate, or easements therein, acquired by the Company and not theretofore specifically conveyed to the Trustee, exceeds $35,000, it will execute and deliver to the Trustee all such deeds, conveyances, transfers or instruments of further assurance as may be necessary for the purpose of effectually subjecting the property so acquired to the direct lien and operation of this Indenture, together with an opinion of counsel that the same are sufficient for the purpose, or will file with the Trustee an opinion of counsel that no such deeds, conveyances, transfers or instruments are necessary for such purpose.

That it will, on or before the first day of April in each year, deliver to the Trustee a certificate signed by the President or a Vice-President or the Treasurer of the Company stating that no additional real estate or easement therein has been acquired by the Company during the preceding calendar year or, if any real estate or easement therein has been so acquired, stating the cost thereof to the Company and briefly describing the same.

Each certificate and opinion required by this section shall also contain, in addition to the matters above specified, the statements required by Section 1 of Article XVII hereof.

Section 13. That, except as herein otherwise provided or permitted, either expressly or by implication, it will at all times do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and its rights, permits and franchises; that it will comply with all the laws of the United States of America and/or of any state or states thereof applicable to the Company and to the right of the Company to transact business under any such laws, and with all lawful rules, orders and regulations of any commission, board or public authority having jurisdiction in the premises, in such form and manner as counsel may advise; provided that the Company may amend, surrender, abandon or otherwise terminate any right, permit, privilege or franchise, whenever the Company shall, contemporaneously or as a part of the same transaction, obtain or shall previously have obtained a new and, in the opinion of a majority of the Board of Directors of the Company, an equally advantageous right, permit, privilege or franchise under which the Company may continue to perform the service and conduct the business theretofore performed or conducted under or by virtue of the right, permit, privilege or franchise amended, surrendered, abandoned or terminated, or whenever the right, permit, privilege or franchise to be amended, surrendered, abandoned or terminated can no longer be profitably exercised or availed of or shall not be essential to the maintenance and continued use of the rest of the properties mortgaged hereunder, and consequently the security afforded by this Indenture would not be substantially impaired.

Section 14. That it will keep its books, records and accounts in accordance with the valid rules and regulations of any public service commission or other governmental agency of the United States of America and of the State of Missouri or other regulatory bodies that may from time to time have jurisdiction in respect thereof; and that all books, documents and vouchers relating to the plants, properties, business and affairs of the Company shall at all reasonable times be open to the inspection of such reputable accountants or other agent of recognized standing as the Trustee may from time to time designate. Prior to the occurrence of any event of default, as defined in Section 1 of Article X of this Indenture, and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, the Trustee shall be under no obligation to cause any such inspection to be made by it unless requested so

to do by the holders and registered owners of not less than a majority in principal amount of the bonds then outstanding hereunder (determined as provided in Section 2 of Article XVII hereof) and furnished with funds sufficient to pay all costs and expenses incurred or to be incurred by it in or in connection with such inspection.

Section 15. (a) That it will file with the Trustee copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the regulatory body having jurisdiction pursuant to the Trust Indenture Act of 1939 may by rules and regulations prescribe) which the Company is required to file with such regulatory body pursuant to the provisions of Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents or reports pursuant to either of such sections, that it will file with the Trustee and such regulatory body, in accordance with rules and regulations prescribed by such regulatory body, such of the supplementary and periodic information, documents and reports which may be required pursuant to the provisions of Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed in such rules and regulations;

(b) That it will file with the Trustee and with such regulatory body, in accordance with rules and regulations prescribed by such regulatory body, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture, as may be required by such rules and regulations;

(c) That it will transmit to the bondholders, in the manner and to the extent provided in subsection (c) of Section 10 of Article XV hereof with respect to reports made pursuant to subsection (a) of said Section 10, such summaries of any information, documents and reports required to be filed by the Company pursuant to the provisions of subsections (a) and (b) of this Section 15 as may be required by rules and regulations prescribed by such regulatory body; and

(d) That it will furnish or cause to be furnished to the Trustee on February 1st and August 1st in each year, and at such other times as the Trustee may request in writing, a list in such form as the Trustee may reasonably require, containing all the information in the possession or control of the Company or of any of its paying agents as to the names and addresses of the holders of bonds then outstanding hereunder obtained since the date as of which the next previous list, if any, was furnished. Any such list may be dated as of a date not more than fifteen days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date.

For the purpose of this section, the term "Company" shall include any other obligor upon the bonds.

Section 16. Restrictions on payment of dividends on common stock so long as any bonds of Series A are outstanding (intentionally omitted).

Section 17. Restrictions on payment of dividends on common stock so long as any bonds of Series A are outstanding (intentionally omitted).

Section 18. That it will notify the Trustee in writing promptly of any failure to pay the principal of, or interest on, any prior lien bond when and as the same becomes due and payable.

ARTICLE IV

CONVERSION INTO CAPITAL STOCK OR OTHER BONDS

Section 1. The Board of Directors of the Company shall have the right, in the manner provided in Section 1 of Article I hereof, to provide that the bonds of any series (other than Series A) to be issued hereunder may, in the manner provided in this Article, be converted into capital stock of the

Company of any class or into other bonds of the Company to be issued hereunder. Appropriate language evidencing such right of conversion shall be contained in such bonds or in warrants attached thereto.

Section 2. The Company covenants and agrees that it will duly authorize, reserve and have ready at all times shares of its capital stock of the designated class sufficient to effect the conversion of the principal amount of the outstanding and unpaid bonds of any series having the right of conversion into capital stock, and covenants and agrees that the holder or registered owner of any bonds of such series may convert the same into capital stock of the Company by surrendering said bond or bonds of such series, properly endorsed, if registered, and with all unmatured coupons, if any, thereto appertaining, at the office or agency of the Company in Warrensburg, Missouri, and at any such other office or agency of the Company as may be designated in said bond or warrant, and shall thereupon be entitled to receive in exchange therefor shares of the designated class of such capital stock upon such terms as may be fixed by the Board of Directors of the Company in the resolution authorizing the bonds of such series; provided, however, that as to such bond or bonds which may be called for redemption the right of the holder or registered owner thereof to convert the same into capital stock of the Company must be exercised on, or such number of days prior to, the date, fixed in the call, for such redemption of said bond or bonds, as shall be determined by the Board of Directors of the Company and expressed in said bonds, or, if the right of conversion be evidenced by warrants attached to said bonds, expressed in such warrants.

The Company shall promptly notify the Trustee as and when bonds are surrendered at the office or agency of the Company in exchange for shares of capital stock of the Company, as provided in this section.

Section 3. The holder or registered owner of any bond or bonds of any series having the right of conversion into other bonds shall have the right to convert the same into such other bonds of the Company to a like principal amount, to be issued hereunder, by surrendering said bond or bonds of such series, properly endorsed, if registered, and with all unmatured coupons, if any, thereto appertaining, at such office or agency of the Company as may be designated in the bonds of such series or in a warrant attached thereto, and shall thereupon be entitled to receive from the Company in exchange therefor such other bonds of the Company, to be issued hereunder, upon such terms as may be fixed by the Board of Directors of the Company in the resolution establishing the series having such right of conversion; provided, however, that as to such convertible bond or bonds which may be called for redemption the right of the holder or registered owner thereof to convert the same into other bonds of the Company as herein provided must be exercised on, or such number of days prior to, the date, fixed in the call, for such redemption of said bond or bonds having such right of conversion, as shall be determined by the Board of Directors of the Company and expressed in said bonds, or, if the right of conversion be evidenced by warrants attached to said bonds, expressed in such warrants.

Section 4. Upon any such conversion either into capital stock or other bonds, the Company forthwith shall deliver all such surrendered bonds to the Trustee for cancellation, and thereupon the Trustee shall cancel and cremate the same and the same shall be deemed to be and shall be satisfied and discharged. A certificate of the cremation of such bonds shall be delivered to the Company. Except as provided in Section 3 of this Article IV, no bond shall be issued by the Company or be authenticated or delivered by the Trustee under this Indenture on account of the satisfaction and discharge of any bond converted hereunder into any other bond issued under this Indenture, but bonds may be issued under the provisions of Section 2 of Article II of this Indenture on account of the satisfaction and discharge of bonds converted into capital stock of the Company under the provisions of this Article.

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ARTICLE V

REDEMPTION OF BONDS

Section 1. The Company may provide, in and by the resolution of its Board of Directors authorizing any series of bonds to be issued hereunder, for the redemption of such bonds upon the terms stated in such resolution, and the bonds of such series shall contain appropriate references to their redeemability. All bonds issued hereunder containing a redemption privilege shall, if the privilege is exercised, be redeemed in accordance with the terms of redemption set forth in such resolution and in accordance with the provisions of this Article.

Section 2. Unless a different method is provided in such resolution, the Company shall, in case it desires to redeem any bonds of any one or more series on any date, publish or cause to be published in one newspaper printed in the English language, published and of general circulation in Kansas City, Missouri, and in one newspaper printed in the English language, published and of general circulation in each other city (if any) where the interest on and the principal of the bonds of any such series is payable, once a week (in each of such newspapers) for four successive weeks (in each case upon any day of the week), the first publication in each of said cities to be not less than thirty (30) days before such redemption date, notice of such intended redemption, specifying (a) the date of redemption and (b) the series designation of the bonds to be redeemed and (c) if less than all the outstanding bonds of any such series are called for redemption, the serial numbers of the coupon bonds, and the serial numbers and the portions of registered bonds without coupons, of such series to be redeemed, and (d) the place of redemption of the bonds, which shall be at the principal office or place of business of the Trustee, and (e) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds; and in the event the fourth publication of such notice is made more than thirty (30) days prior to such redemption date, such notice shall be published again (in each of said newspapers) once within the week immediately preceding such redemption date. If the Company shall propose to redeem on such redemption date less than all the outstanding bonds of any series, the Company shall, unless a different method is provided in the resolution establishing such series, notify the Trustee in writing of the face amount of the bonds which it desires to redeem, specifying the day on which it desires to make redemption and the serial numbers of the bonds of such series held by it, if any, and as soon as practicable the Trustee shall determine by lot, in any manner in its discretion, the serial numbers of the bonds to be redeemed, and shall certify to the Company the serial numbers of the bonds so to be redeemed, and the bonds so certified shall be specified in such notice by their serial numbers. In any determination by lot under this section, (i) bonds held by the Company shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed and (ii) each registered bond without coupons shall be represented by a separate number for each $1,000 of its principal amount. If less than the whole principal amount of any such registered bond without coupons shall be called for redemption, said notice shall also specifically state the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such registered bond for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new coupon or registered bond or bonds of an aggregate principal amount equal to such unredeemed portion. A similar notice shall also be mailed or caused to be mailed by the Company to the respective owners of any registered bonds without coupons, or bonds registered as to principal, called for redemption, at least thirty (30) days prior to the redemption date, at their addresses appearing upon the registry books; provided, however, that the mailing of notice to such registered owners shall not be a condition precedent to redemption, and neither failure to mail such notice to such registered owners nor any imperfection or defect therein shall affect the validity of any of the proceedings for redemption. In case the Company shall desire to redeem all the bonds of any series outstanding on the date on which it desires to make redemption, it shall give notice thereof in like manner by publication and by mail, as aforesaid, except that the notice need not specify the serial numbers of the bonds to be redeemed.

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Section 3. Notice of redemption having been given by publication as provided in Section 2 of this Article, or if a different method is provided in the resolution of the Board of Directors of the Company authorizing any series of bonds then as to bonds of such series in accordance with the method provided in such resolution, and a sum in case sufficient to redeem the bonds, or the specified portions thereof, so called for redemption having been deposited with the Trustee on or before the redemption date, the bonds so called, or the specified portions thereof, shall, on the date designated in such notice, become due and payable at said office of the Trustee at the redemption price stated or referred to in such bonds; and, upon the presentation and surrender thereof, (in the case of coupon bonds) interest coupons maturing after the redemption date, and (in the case of registered bonds without coupons, or of coupon bonds registered as to principal, presented by any person other than the registered owner) accompanied by duly executed assignment or transfer powers, such bonds, or the specified portions thereof, shall be paid and redeemed at their redemption price. Upon the surrender of a registered bond without coupons of which only a portion of the principal is to be redeemed, the Company, without charge therefor, shall issue, and the Trustee, anything herein to the contrary notwithstanding, shall authenticate and deliver, in lieu of the unredeemed portion of such principal amount, a new registered bond or bonds without coupons or, at the option of the registered owner, a coupon bond or bonds of an aggregate principal amount equal to such unredeemed portion on and after the date so fixed for redemption and receipt by the Trustee on or before the redemption date of a sum in cash sufficient to redeem the bonds so called for redemption, the bonds called for redemption, and the portions of the principal of any registered bonds without coupons so called, shall cease to bear further interest and, together with all interest coupons appertaining thereto, shall cease to be secured by this Indenture, and all liability of the Company in respect thereof shall cease and determine; but all interest coupons which shall have matured on or prior to the redemption date shall continue to be payable to the respective holders thereof, but without interest thereon, unless defaulted. All moneys deposited with the Trustee under any provision of this Article for the payment of the principal of and the interest and the premium, if any, on the bonds so called for redemption shall be applied by the Trustee to such purpose and, subject to the provisions of Article XII of this Indenture, shall be held irrevocably in trust for such purpose until so applied. All bonds redeemed pursuant to the provisions of this Article shall forthwith be cancelled and cremated by the Trustee and a certificate of the cremation thereof shall be delivered to the Company.

ARTICLE VI

CONCERNING PLEDGED SECURITIES

Section 1. The Company may deliver to the Trustee and the Trustee may receive from time to time bonds, certificates for shares of stock, debentures, notes and/or other securities or obligations, and all such bonds, certificates for shares of stock, debentures, notes and/or securities or obligations so received shall be held by the Trustee as a part of the mortgaged and pledged property. Subject to the provisions of the second paragraph of Section 1 of Article XV hereof, the Trustee shall be under no obligation to accept a certificate for any shares of stock or any bonds, debentures, notes or other securities or obligations, or to cause or permit a transfer thereof to be made to it, if, in the opinion of the Trustee, such acceptance or transfer would involve it in, or render it liable to be subjected to, any liability or expense, unless the Trustee shall be indemnified to its satisfaction for so doing.

All certificates for shares of stock shall at the time of the delivery thereof be duly endorsed for transfer or accompanied by appropriate instruments of assignment and transfer duly executed in blank. The Trustee, from time to time, may, but, subject to the provisions of Section 1 of Article XV hereof, shall be under no obligation to, transfer into its name as Trustee, or into the name or names of its nominee or nominees, any or all such shares of stock pledged hereunder and may cause all or any securities

held by it hereunder to be registered in its name or in the name of its nominee or nominees. The bonds or obligations which may be pledged or deposited under any provision of this Indenture may be in temporary or definitive form and may be in such denomination or denominations as the Company may elect, and if bonds, may be coupon bonds, registered or unregistered as to principal, or registered bonds without coupons. All coupon obligations which may be pledged or deposited with the Trustee under any provision of this Indenture shall, except as hereinafter provided, have attached thereto at the time of such pledge or deposit all unmatured interest coupons thereunto appertaining, and all registered obligations without coupons and all coupon obligations registered as to principal shall be duly endorsed by the registered owner thereof or by his attorney thereunto duly authorized, or shall be accompanied by duly executed assignment or transfer powers. If any unmatured coupon or coupons appertaining to any such coupon obligation shall be missing at the time of such pledge or deposit, the Trustee may nevertheless, accept such obligation without such coupon or coupons in case a sum of money equal to the face amount of the missing coupon or coupons shall be deposited with the Trustee hereunder.

Section 2. Prior to the occurrence of any default, as defined in Section 1 of Article X hereof, and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, the Company shall have the right, except as hereinafter limited, to vote any shares of stock pledged hereunder with the same force and effect as though such shares were not so pledged; and from time to time, in case said shares of stock pledged hereunder shall have been transferred into the name of the Trustee or its nominee or nominees, the Trustee, upon the request of the Company, evidenced by a resolution of its Board of Directors, certified to by its Secretary or an Assistant Secretary, shall execute and deliver, or cause to be executed and delivered, to the Company proper proxies for voting said stock.

The Company shall not use or vote or permit to be used or voted any stock pledged hereunder for any purpose contrary to its covenants herein contained or otherwise inconsistent with the provisions or purposes of this Indenture.

Section 3. Prior to the occurrence of any default, as defined in Section 1 of Article X hereof, and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, the Company shall be entitled to receive, when and as paid, all interest paid on any obligations pledged hereunder and all cash dividends paid or declared out of earnings or surplus derived from operations in respect of any stock pledged hereunder; and from time to time, upon request of the Company, the Trustee shall forthwith deliver to it as they mature the coupons for such interest, in order that the Company may receive payment thereon for its own use, and shall deliver to the Company, if necessary, suitable orders in favor of the Company or its designated nominee or nominees, for the payment of such interest and such cash dividends, and the Company may collect such interest and dividends, and the Trustee shall at once pay over to the Company any such interest or dividends which may have been collected or received by it; provided, however, that:

(1) The Company shall not sell, assign or transfer any coupon or right to such interest or dividends delivered or assigned to it;

(2) It shall not collect any such coupons or interest by legal proceedings or by the enforcement of any security therefor without the prior written assent of the Trustee, nor in any manner which the Trustee shall deem prejudicial to the bonds issued hereunder;

(3) Until actually paid or discharged, every such coupon or right to interest or dividend shall in all respects remain subject to the lien of this Indenture;

(4) If any such coupons so delivered to the Company shall not forthwith be paid or cancelled, the Company shall return the same to the Trustee, subject to the right to have the same redelivered to the Company for payment or cancellation, and in case of payment or cancellation of any such coupon or claim for interest, the Company shall, upon demand, furnish to the Trustee satisfactory evidence thereof.

Prior to the occurrence of any default, as defined in Section 1 of Article X hereof, and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, the Trustee, subject to the provisions of the second, fifth and sixth paragraphs of Section 1 of Article XV hereof, may pay over to the Company any interest received by it on any bond or other security pledged hereunder, or any cash dividend received on any share of stock pledged hereunder, if satisfied that such interest or cash dividend was paid or declared out of earnings or surplus derived from operations; and upon being furnished by the Company with a certificate of an accountant or firm of accountants (who or which may be in the employ of or under retainer by the Company) selected by the Company and satisfactory to the Trustee showing that such interest or cash dividend was paid or declared out of earnings or surplus derived from operations or that there were such earnings or surplus available for the purpose, as shown by the books of the company paying or declaring such interest or dividend, shall pay over such interest or cash dividend to the Company. Such accountant's certificate shall also contain the statements required by Section 1 of Article XVII hereof. Prior to the occurrence of any default, as defined in Section 1 of Article X hereof, and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, the Trustee, subject to the provisions of the ninth paragraph of Section 1 of Article XV hereof, shall be under no obligation to make any investigation and shall incur no liability to any bondholder or the Company on account of any action it may take, or refrain from taking, in the premises.

Section 4. The Trustee shall be entitled to receive all moneys paid on account of the principal of any bonds or other securities held in pledge by it, and all stock dividends on any shares of stock so held in pledge, and all moneys at any time payable in respect of shares of stock, bonds or other securities so held in pledge, on dissolution, liquidation, reorganization, merger or consolidation of the issuer thereof, or derived from any sale, condemnation or other disposition of the property of such issuer, and all securities issued in respect of any securities held in pledge upon any reorganization, recapitalization, merger or consolidation of the issuer thereof or otherwise issued in exchange for the pledged securities. The shares of stock and all moneys so received shall be held by the Trustee, in trust, as additional security for the payment of the principal of and interest on the bonds issued under this Indenture, and such moneys shall be disposed of by the Trustee pursuant to the provisions of Section 1 of Article IX hereof.

Section 5. Prior to the occurrence of any default, as defined in Section 1 of Article X hereof, and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, the Trustee, upon the written request of the Company, shall consent to the extension or renewal at the same or a lower or higher rate of interest or dividend of any securities which may then be held by the Trustee in pledge hereunder, and shall consent to the extension or renewal of any mortgages or liens securing such securities; but if the Company shall then be in default hereunder, the Trustee may, subject to the provisions of Section 1 of Article XV hereof, give such consent without the request of the Company; and, in any case, the Trustee (in so far as it legally may) shall, prior to the occurrence of any default (as defined in Section 1 of Article X hereof), and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, do and perform all acts and things which may be requisite and necessary to give effect to any such renewal or extension so consented to, including the delivery and exchange of pledged securities or the presentation of the same for appropriate endorsement; and the Trustee, upon the written request of

the Company, may prior to the occurrence of any default (as defined in Section 1 of Article X hereof), and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, consent to the exercise by the Company of any other right, power or remedy, with respect to such securities, to which the Company may be entitled as owner thereof, including the consent to any plan of reorganization or recapitalization and the acceptance of new or different securities thereunder in exchange for the pledged securities and including also the cancellation of any securities or shares of the stock of a corporation which has conveyed its property to the Company and subjected it to the lien hereof, provided that the exercise of such right, power or remedy, as requested by the Company, shall not, in the opinion of counsel satisfactory to the Trustee, be prejudicial to the bonds hereby secured; and the Company covenants that in exercising any such right, power or remedy, if permitted so to do by the Trustee, it will not in any way act prejudicially to the interests or rights of the Trustee or the holders or registered owners of the bonds.

Section 6. Nothing in this Article contained shall authorize the authentication of bonds or the withdrawal of cash in lieu thereof under any provision of this Indenture on account of the pledge hereunder of any securities whatsoever.

ARTICLE VII

MAINTENANCE AND RENEWAL FUND, DEBT RETIREMENT PROVISIONS AND PROVISION FOR SINKING FUND ON OTHER SERIES

Section 1. The Company covenants and agrees that during each calendar year beginning with the calendar year of 1946, so long as any bonds issued under and secured by this Indenture shall be outstanding, amounts aggregating not less than fifteen per centum (15%) of the gross operating revenues derived during such calendar year from the operation of the electric utility, gas utility and water utility properties of the Company upon which this Indenture is or shall be a lien (after deducting from such revenues an amount equal to the cost of electricity, gas and water purchased for exchange or resale) shall, except as hereinafter in this section otherwise provided, be expended for one or more of the following purposes:

(a) The maintenance and repair of the electric utility, gas utility and water utility properties of the Company upon which this Indenture is or shall be a lien;

(b) The construction or acquisition of bondable property (as defined in Section 3 of Article II hereof) upon which this Indenture is a first lien subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in said Section 3);

(c) The retirement, through purchase, payment or redemption, of any bonds issued under and secured by this Indenture.

If in any such calendar year the total expenditures for some one or more of the foregoing purposes shall be in excess of the amount required, as aforesaid, to be expended in such year, the Company shall be entitled to be credited to the extent of such excess on account of amounts required under the provisions of this section to be expended in any subsequent calendar year or years.

No expenditures which shall have been made the basis for the authentication of bonds, or the withdrawal of deposited cash or any other moneys, or the release of property, under any provision of this Indenture, or which shall have been made with moneys applied pursuant to any provision of this section or of Section 4 of Article II or of Article IX of this Indenture or which shall have been made out of any insurance money or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of this Indenture or out of moneys

withdrawn under any provision of this Indenture, and no expenditures which shall have been previously used or certified to comply with this section or with Section 2 of this Article or with the provisions respecting any sinking fund or analogous fund created hereafter pursuant to the terms of this Indenture or to comply with any other provision of this Indenture shall be certified or be applied for the purpose of complying with this section.

On or before the first day of April in each year, beginning with the year 1947, the Company shall deliver to the Trustee a certificate signed in the name of the Company by its President or one of its Vice-Presidents and by its Treasurer or an Assistant Treasurer, setting forth in reasonable detail (1) the amount of gross operating revenues, derived as aforesaid, of the Company for the calendar year next preceding and the amount of the Company's obligation for such year pursuant to the provisions of this section; and (2) the amounts expended during such calendar year for any one or more of the purposes specified in this section which the Company desires to have applied to the requirements of this section for such year; and (3) such excess amounts, if any, as may have been expended for any one or more of such purposes in any preceding calendar year or years (not prior to January 1, 1946), which the Company desires to have applied to the requirements of this section for the calendar year next preceding the date of such certificate; and stating that no part of the amounts so expended which the Company desires to have applied to the requirements of this section for such year has been made the basis for the authentication of bonds, or the withdrawal of deposited cash or any other moneys, or the release of property, under any provisions of this Indenture, or has been made with moneys applied pursuant to any provision of this section or of Section 4 of Article II or of Article IX of this Indenture or has been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of this Indenture or out of moneys withdrawn under any provision of this Indenture or has been previously used or certified or applied to comply with the provisions of this section or of Section 2 of this Article or with the provisions of any sinking fund or analogous fund created hereafter pursuant to the term of this Indenture or to comply with any other provision of this Indenture. Gross expenditures (as defined in Section 3 of Article II hereof) for bondable property of the character referred to in subparagraph (b) of this section may be certified to comply with the provisions of said subparagraph (b).

If in any calendar year, the expenditures of the Company for one or more of the purposes set forth in subparagraphs (a), (b) and (c) of this section shall not equal in the aggregate the amount required by this section to be expended during such calendar year and if the Company shall not be entitled to take credit for such calendar year in the required amount on account of excess expenditures made in some preceding year or years, the Company shall pay in cash to the Trustee on or before April 1st next succeeding the expiration of such calendar year the amount of any deficiency. All sums received by the Trustee under this section shall be held by it as a part of the trust estate until paid out as hereinafter provided. In case the expenditures made by the Company for the purpose specified in subparagraph (b) of this section shall, in any calendar year, exceed the amount required to be expended and certified to comply with the requirements of this section for such year, any moneys theretofore paid to the Trustee under the provisions of this section and not withdrawn or applied under the provisions of Article IX of this Indenture, may be withdrawn by the Company upon delivery to the Trustee of a certificate signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company certifying the expenditures made for said purpose during such calendar year and showing that they were in excess of the expenditures required by this section to be made in such calendar year and requesting the payment to or on the order of the Company of an amount of money equal to the excess of said expenditures. Any sums received by the Trustee under this section and not withdrawn under the provisions of this paragraph may be withdrawn or applied in accordance with the provisions of Section 1 of Article IX hereof.

No expenditures certified or applied to the requirements of this section and no bonds retired (by purchase, payment or redemption) through

expenditures certified or applied to the requirements of this section shall be available as a basis for the authentication of bonds or the withdrawal of deposited cash or any other moneys or the release of property under, or to comply with, any provision of this Indenture.

The percentage of the gross operating revenues of the Company required to be expended as in this section specified may, at the option of the Company, be redetermined in the manner hereinafter provided, but no such redetermination shall be made effective prior to January 1, 1949, and no such redetermination shall be made effective within three years from the effective date of the last previous determination. Subject to the foregoing, the Company may at any time appoint in writing an independent engineer, satisfactory to the Trustee, to redetermine said percentage. A copy of such appointment shall be delivered to the Trustee. The engineer so appointed by the Company, satisfactory to the Trustee, shall file with the Trustee and with the Company a certificate signed by him in which shall be stated the percentage of the gross operating revenues of the Company which in his judgment, having due regard for the provisions of Section 7 of Article III of this Indenture, shall be sufficient and proper to provide adequate maintenance, repair, renewal and replacement of the electric utility, gas utility and water utility properties of the Company, and such percentage so stated in such certificate shall, effective for the calendar year in which such certificate shall be filed with the Trustee, be substituted for the percentage in effect at the time of filing such certificate and shall remain in effect until a further redetermination thereof is made in accordance with the provisions of this section.

Section 2. Sinking fund provision for Series A Bonds (intentionally omitted).

Section 3. Sinking fund provision for additional series so long as any bonds of Series A are outstanding (intentionally omitted).

Section 4. Prior to the occurrence of any default, as defined in Section 1 of Article X of this Indenture, and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, and subject to the provisions of the last paragraph of Section 1 of Article XV hereof, the Trustee, in the absence of bad faith on its part, shall be entitled to rely conclusively on any certificate furnished to it as in this Article provided and shall not be in any way liable for any act, matter or thing done by it in reliance thereon and each such certificate shall be full warrant and authority for any action taken by the Trustee in accordance therewith; but the Trustee in its discretion may require other or further evidence.

ARTICLE VIII

POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY

Section 1. Prior to the occurrence of any default, as defined in Section 1 of Article X hereof, and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, the Company shall be suffered and permitted by the Trustee to remain in full possession, enjoyment and control of all the properties, rights, privileges and franchises hereby mortgaged (other than any cash and securities deposited or pledged hereunder) and shall be permitted to manage and operate the same, and, subject always to the observance of the covenants in this Indenture with respect thereto, to receive, receipt for, take, use, enjoy and dispose of all rents, tolls, earnings, surplus, profits, revenues and income thereof, to modify and/or terminate its contracts, rights, permits, privileges and/or franchises and to make changes in the location of its lines, structures and equipment in the same manner and with the same effect as if this Indenture had not been made.

The Company may at all times and from time to time so long as it shall remain in possession of the trust estate, sell or otherwise dispose of, free from the lien of this Indenture and without any release by the Trustee, any

machinery, equipment, tools or implements, when obsolete, worn-out or unnecessary for the purposes of the Company, upon replacing the same with new machinery, equipment, tools or implements (in such manner as to come under the lien hereof) of a value at least equal to the value of those so disposed of, and the Company covenants and agrees to make such replacements from time to time as required by the provisions of this section.

Section 2. The Company may at any time and from time to time sell or otherwise dispose of any other property of the Company (including pledged securities) which shall be subject to the lien of this Indenture (but as to securities pledged under this Indenture pursuant to the provisions of Article VI hereof, subject to the provisions of any instrument [not in conflict with the provisions of this Indenture] executed for the purpose of or in connection with the subjecting of such securities to the lien hereof) and the Trustee shall release the same from the lien hereof upon receipt by the Trustee of the following:

1. A copy of a resolution of the Board of Directors of the Company reasonably identifying, and requesting the release of, the property to be released;

2. A certificate signed by the President or a Vice-President of the Company, and also by an engineer who shall be an independent engineer unless (i) the fair value of the property (including pledged securities, if any) to be released (as shown by such certificate) be less than $25,000 or less than one per centum (1%) of the aggregate principal amount of the bonds then outstanding under this Indenture and (ii) the fair value to the Company of any purchased property the subjection of which to the lien of this Indenture is to be made in whole or in part the basis for the release of the property to be released (as shown by such certificate) shall be less than $25,000 and less than one per centum (1%) of the aggregate principal amount of the bonds then outstanding under this Indenture, which certificate:

(a) shall state that the Company has sold or otherwise disposed of, or has contracted to sell or otherwise dispose of, the property to be released, describing the same in reasonable detail and stating the fair value thereof, as of a date within ninety days prior to the delivery of such certificate to the Trustee, as determined by such engineer;

(b) shall show, in reasonable detail, the amount and character of the consideration to be received by the Company for the property to be released, which consideration (subject to the provisions of this section) may be cash, purchase money obligations secured by first lien upon the property to be released, and/or other property constituting bondable property as defined in Section 3 of Article II of this Indenture, and shall state whether or not such consideration or any part thereof represents proceeds of dispositions of electric utility property to governmental bodies, as defined in Section 4 of Article XV hereof;

(c) if all or any part of such consideration shall consist of purchase money obligations secured by first lien upon the property to be released, shall state that such purchase money obligations are subject to no liens of record for the payment of money except permitted encumbrances and liens and prepaid liens (as those terms are defined in Section 3 of Article II hereof) and, if the property to be released is electric utility property, that the principal amount of such purchase money obligations does not exceed sixty per centum (60%) of the fair value of such property (as stated in such certificate) and that such purchase money obligations constitute the entire amount of the purchase money

obligations secured by lien upon such property and that the principal amount of all such purchase money obligations, together with the principal amount of all other purchase money obligations, if any, then held by the Trustee and secured by lien upon electric utility property previously released, does not exceed in the aggregate fifteen per centum (15%) of the principal amount of the bonds then outstanding under this Indenture;

(d) if all or any part of the consideration to be received by the Company for the property to be released shall consist of other property, shall reasonably identify such property and shall show the fair value to the Company of such property as of a date within ninety days prior to the delivery of such certificate to the Trustee, as determined by the engineer signing the certificate, and that such property constitutes bondable property as defined in Section 3 of Article II of this Indenture;

(e) shall show that the consideration to be received by the Company for the property to be released, taking any purchase money obligations included in such consideration at their face value and any property included in such consideration at the fair value thereof to the Company as shown by said certificate, is not less than the fair value (as shown by said certificate) of the property to be released;

(f) shall state that the retention of the property to be released is no longer desirable in the conduct of the business of the Company or that other property to be acquired, in the case of exchange, is not less suited to the needs of the business of the Company than the property to be released, and that the security afforded by this Indenture will not be impaired by such release;

(g) shall state on behalf of the officers of the Company signing the certificate that in their opinion all conditions and requirements of this Indenture relating to the release of property have been complied with; and

(h) shall contain the statements required by Section 1 of Article XVII hereof.

3. Any money and/or purchase money obligations stated in said certificate to have been or to be received in consideration for the property requested to be released, or the certificate of the trustee under any mortgage constituting a prior lien upon the property to be released stating that it has received such money and/or purchase money obligations; and, if real estate or other property is included in the consideration for the property to be released, such deeds or other instruments of conveyance, assignment, transfer or release as are sufficient, in the opinion of counsel, to subject the same to the lien of this Indenture with at least the same degree of priority which it possessed as a lien on the property to be released, or an opinion of counsel to the effect that no deeds or other instruments of conveyance, assignment or transfer are necessary to subject the same to the lien of this Indenture in the manner stated;

4. An opinion of counsel containing the statements required by Section 1 of Article XVII hereof and stating in effect that in his opinion any purchase money obligations included in such consideration and the mortgage or other instrument securing the same are valid instruments and that such mortgage or other instrument constitutes a first lien upon the property released subject to no liens or encumbrances prior in lien thereto except

permitted encumbrances and liens and prepaid liens (as those terms are defined in Section 3 of Article II hereof), and that all conditions and requirements of this Indenture relating to the release of the property requested to be released have been complied with; and

5. A certified copy of a certificate or order of each public service commission or other governmental agency of the United States of America, or of any state or states thereof, if any, then having jurisdiction in the premises, together with an opinion of counsel to the effect that such certificates or orders are such as are required to be obtained in connection with the sale, exchange or other disposition of the property to be released and that no certificate, consent or authorization of any other such commission or agency is required therefor, or for the release of said property, or, in the alternative, an opinion of counsel to the effect that no certificate, consent or authorization of any such commission or agency is required in the premises.

Any new property acquired by the Company by exchange, purchase, or otherwise, to take the place of any property released from the lien of this Indenture, shall forthwith and without further conveyance be and become subject to the lien of and be covered by this Indenture, but if requested by the Trustee the Company shall convey the same to the Trustee by proper deeds upon the trusts and for the purposes of this Indenture.

Section 3. If any property is taken by condemnation proceedings, the Trustee may accept any award made therein, if approved by the Company as representing its full value, and, if such award is accepted by the Trustee, it shall, if requested by the Company by resolution of its Board of Directors, execute and deliver a release of the property so taken upon receipt by the Trustee of the consideration therefor, after deducting from the amount thereof the amount of any assessments levied on property of the Company in connection with such condemnation proceedings unless some other disposition thereof is required under some prior mortgage. In any such proceedings the Trustee may be represented by counsel, who may be of counsel for the Company, and either the Company or the Trustee may appeal from any judgment, order or decree in such proceedings. The Company covenants that it will pay or cause to be paid to the Trustee the consideration for any property subject to the lien of this Indenture taken by condemnation proceedings (after deducting from the amount thereof the amount of any assessments levied on property of the Company in connection with such condemnation proceedings) unless the terms of a prior mortgage (as evidenced by a certificate, satisfactory in form and substance to the Trustee, of any trustee or mortgagee under any such mortgage, or of any counsel therefor), shall require such consideration to be paid to or deposited with the trustee or mortgagee under any such mortgage; provided, however, that if such mortgage requires the application of such consideration to the payment of the bonds or other obligations secured by such mortgage, any balance of such consideration not so applied shall, subject to the provisions of such mortgage, be paid to the Trustee hereunder by the trustee or mortgagee holding the same.

Section 4. No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Trustee to execute the release or to inquire as to any facts required by the provisions hereof for the exercise of such authority; nor shall any purchaser of machinery or equipment be under obligation to ascertain or inquire into the existence of any fact on which any such sale is hereby authorized.

Section 5. In case the mortgaged property shall be in the possession of a receiver or trustee appointed in judicial proceedings, the powers hereinbefore conferred upon the Company with respect to the sale or other disposition of property covered by this Indenture may be exercised by such receiver or trustee and, in any such event, the certificates provided by this Article to be executed by officers of the Company shall be executed by such receiver or trustee; and if the Trustee shall be in possession of the

mortgaged property under any provision of this Indenture, then such powers may be exercised by the Trustee in its discretion.

ARTICLE IX

APPLICATION OF MONEY RECEIVED BY THE TRUSTEE

Section 1. All moneys received by the Trustee as proceeds of released property or of property taken by the power of eminent domain or as insurance money, and all other moneys received by the Trustee which, under any other provision of this Indenture, are required to be paid out or disposed of under the provisions of this Article, shall, subject to the provisions of Section 2 of this Article IX, be paid over from time to time by the Trustee to the Company at its request, to reimburse the Company to the extent of one hundred per centum of (a) net expenditures for bondable property (as defined in Section 3 of Article II hereof) upon which this Indenture is a first lien subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in said Section 3) made by it at any time on or subsequent to January 1, 1946, and whether prior or subsequent to the receipt of such money by the Trustee, or (b) expenditures for repairs or replacements of or substitutions for property damaged or destroyed as a result of hazards or risks insured against (to the extent that insurance moneys arising from such loss are then held by the Trustee).

Such payments shall be made by the Trustee upon receipt by it of:

(1) A request in writing signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company for the payment of the amount of money stated therein which shall specify the portion, if any, of the amount of money requested to be withdrawn which represents proceeds of dispositions of electric utility property to governmental bodies, as defined in Section 4 of Article XV hereof;

(2) A certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company containing the statements required by Section 1 of Article XVII hereof and setting forth:

(a) that on or subsequent to January 1, 1946, the Company has acquired bondable property (as defined in Section 3 of Article II of this Indenture), briefly describing the same and separately describing any purchased property, and showing the gross and the net expenditures (as defined in said Section 3) therefor, and that such net expenditures were usable for, but have not been used, as a basis for the authentication of bonds under this Indenture, or has made certain repairs or replacements of or substitutions for property damaged or destroyed as a result of hazards or risks insured against (describing the same with reasonable detail), and that such bondable property or such repairs, replacements or substitutions are subject to the lien of this Indenture and are not subject to any liens or encumbrances equal or prior in lien to this Indenture except permitted encumbrances and liens and prepaid liens (as those terms are defined in Section 3 of Article II hereof);

(b) that the Company has made net expenditures for such bondable property, or has made expenditures for repairs or replacements of or substitution for property damaged or destroyed as a result of hazards or risks insured against, in the amount specified in the certificate;

(c) that no part of any such net expenditures for such bondable property, or that no part of such expenditures for repairs or replacements of or substitutions for property damaged or destroyed as a result of hazards or risks insured against, has been previously used as

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sale, condemnation or other disposition of any property of the Company subject to the lien of this Indenture, or has been used or applied or certified to the Trustee to comply with the requirements of Article VII of this Indenture or to comply with the provisions respecting any sinking fund or analogous fund created hereafter pursuant to the terms of this Indenture;

(d) that the Company is not, to the knowledge of the officers signing the certificate, in default in any of the terms, covenants or conditions of this Indenture; and

(e) that in the opinion of the officers signing the certificate, all conditions and requirements of this Indenture relating to the withdrawal of the money requested to be withdrawn have been complied with.

(3) (a) A certificate of an engineer (conforming to the requirements of Section 3 of Article II) certifying to the fair value to the Company, at a date within ninety days prior to the date of the delivery of such certificate to the Trustee, of the bondable property (except purchased property if any be included in such bondable property and except repairs or replacements of or substitutions for property damaged or destroyed as a result of hazards or risks insured against) described in the certificate required by subparagraph (2) above and on account of which moneys are requested to be withdrawn, which certificate of such engineer shall also contain the statements required by Section 1 of Article XVII; provided, however, that for all purposes of this Article IX the fair value so certified to by such engineer shall be disregarded; and

(b) A certificate of an independent engineer (conforming to the requirements of Section 3 of Article II) certifying to the fair value to the Company, at a date within ninety days prior to the date of the delivery of such certificate to the Trustee, of any purchased property (on account of which moneys are requested to be withdrawn) described in the certificate required by subparagraph (2) above and also the fair value to the Company of such purchased property at the time of its acquisition, which certificate of such independent engineer shall also contain the statements required by Section 1 of Article XVII; provided, however, that for all purposes of this Article IX the fair value at such date within ninety days so certified to by such engineer shall be disregarded;

(4) An opinion of counsel (a) stating that in his opinion the Company has acquired good and marketable title subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in Section 3 of Article II of this Indenture) to, and has lawful power to own and operate, any bondable property described in the certificate required by subparagraph (2) above (unless the bondable property described in such certificate shall have been covered by an opinion of counsel theretofore filed with the Trustee) and that such bondable property is subject to the lien of this Indenture and is not subject to any liens or encumbrances equal or prior in lien to this Indenture, except permitted encumbrances and liens and prepaid liens (as those terms are defined in Section 3 of Article II hereof), (b) stating that in his opinion all conditions and requirements of this Indenture relating to the withdrawal of the money requested to be withdrawn have been complied with, and (c) containing the statements required by Section 1 of Article XVII hereof; and

(5) All such deeds, conveyances, transfers or instruments of further assurance as may be necessary for the purpose of effectually subjecting such bondable property to the direct lien and operation of this Indenture, together with an opinion of counsel that the same are sufficient for the purpose; or an opinion of counsel that no such deeds, conveyances, transfers or instruments are necessary for such purpose.

All or any part of any such moneys in the hands of the Trustee and not theretofore paid over or requested to be paid over to reimburse the Company as aforesaid shall, in accordance with a request in writing signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer

of the Company, be applied by the Trustee: (i) to the redemption of bonds of any series specified in such request (if they be then redeemable) issued hereunder and outstanding in the hands of the public or (ii) to the purchase of such bonds at not exceeding their current redemption price if they be then redeemable, or, if they be not then redeemable, at not exceeding the price at which they are next thereafter redeemable, or, if they are never redeemable, at not exceeding 110% of the principal amount thereof and accrued interest; and any moneys in excess of $10,000 remaining in the hands of the Trustee at the end of three years from the date of the receipt of the same by the Trustee shall be so applied by the Trustee. Any bonds redeemed or purchased pursuant to the foregoing provisions hereof shall be cancelled and cremated by the Trustee and a certificate of such cremation shall be delivered to the Company and no other bonds shall be issued, nor shall any deposited cash or any other moneys be withdrawn, under any provision of this Indenture by reason of the redemption or purchase and cancellation of such bonds, nor shall such bonds be applied or certified for the purpose of complying with the provisions of Article VII hereof or any other provision of this Indenture. The Company covenants and agrees that it will from time to time upon request of the Trustee immediately pay to the Trustee, to be held and disposed of by it pursuant to the provisions of this section, an amount in cash equal to the accrued interest and the premium, if any, paid or required to be paid by the Trustee in purchasing or redeeming bonds of the Company pursuant to the provisions of this section.

Section 2. So long as Series A Bonds are outstanding, Company may not withdraw certain moneys if bondholders object (intentionally omitted).

Section 3. Bonds of Series A redeemed pursuant to the provisions of this Article out of moneys received by the Trustee as proceeds of electric utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority) shall be redeemed at the redemption price then prevailing for the redemption of bonds of said series out of such moneys. Bonds of Series A redeemed pursuant to the provisions of this Article out of other moneys shall be redeemed at the higher redemption price of said bonds then prevailing. Bonds of other series redeemed pursuant to the provisions of this Article shall be redeemed at the price or prices specified in the terms of their issue.

Section 4. The provisions of this Article shall not apply to any moneys at any time deposited with the Trustee hereunder for the purpose of purchasing, redeeming and/or discharging any obligations secured by any mortgage equal or prior in lien to this Indenture upon any property now or hereafter owned by the Company, but all such moneys shall be held and applied by the Trustee to the purposes for which the same were deposited and in accordance with the terms and provisions under which the same were deposited.

ARTICLE X

REMEDIES IN CASE OF DEFAULT

Section 1. The term "default" or "event of default" wherever used in this Indenture (unless either such term is in any specific instance otherwise defined) shall mean any one or more of the following events:

(a) failure to pay the principal of any bond hereby secured when the same shall have become due and payable, whether at maturity as therein expressed or by declaration, or otherwise;

(b) failure to pay interest upon any bond hereby secured for sixty days after such interest shall have become due and payable;

(c) failure to pay the principal (whether at maturity as therein expressed or by declaration, or otherwise) of, or the interest on, any outstanding prior lien bonds, continued beyond the

period of default, if any, specified in the prior lien securing such prior lien bonds;

(d) failure of the Company for a period of ninety days after written demand on the Company by the Trustee or by the holders and registered owners of not less than twenty-five per centum (25%) in aggregate principal amount of the bonds outstanding hereunder so to do, to comply with any other covenant, agreement or condition contained herein or in any indenture supplemental hereto or in any bond secured hereby or in any prior lien or in any bond secured thereby, provided that simultaneously with the making of any such written demand by bondholders, the bondholders making such demand shall deliver a copy thereof to the Trustee;

(e) by decree of a court of competent jurisdiction, the Company shall be adjudged insolvent or adjudicated a bankrupt or an order shall be made approving a petition or answer filed seeking reorganization or readjustment of the Company under the federal bankruptcy laws or other law or statute of the United States of America or any state thereof, or by order of such a court, a trustee or a receiver shall be appointed of all or substantially all the property of the Company or of all or any part of the mortgaged property, and any such decree or order shall have continued unstayed, on appeal or otherwise, and in effect for a period of sixty days;

(f) the Company shall file a petition in voluntary bankruptcy or shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or trustee of all or any part of its property, or shall file a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or other laws or statute of the United States of America or any state thereof, or shall file a petition to take advantage of any debtors' act, or shall admit in writing its inability to pay its debts generally as they become due and a copy of such writing shall have been delivered to the Trustee.

In case a default shall occur, then the Company, upon demand of the Trustee shall forthwith surrender to the Trustee the actual possession, and it shall be lawful (whether or not the Company has so surrendered possession) for the Trustee, either personally or by its agents or attorneys, forthwith to enter into and upon all or any part of the mortgaged properties, and to exclude the Company, its agents and servants, wholly therefrom, and to use, operate, manage and control the same, and conduct the business thereof, either personally or by superintendents, managers, receivers, agents, servants or attorneys, for the benefit of the holders and owners of the bonds issued hereunder, to the fullest extent authorized by law. Upon every such entry, the Trustee in possession may, from time to time, at the expense of the mortgaged properties and of the Company, maintain, restore and insure or keep insured, the tools, machinery, equipment, plants or other properties, buildings and structures of which it shall become possessed, as aforesaid; and likewise may, from time to time, at the expense of the mortgaged properties and of the Company, make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon, as to the Trustee in possession may seem judicious. The Trustee in possession, in case of such entry, shall have the right to manage the mortgaged properties and to carry on the business and to exercise all the rights, privileges and franchises of the Company, either in the name of the Company or otherwise, as the Trustee in possession shall deem best. In such case the Trustee in possession shall be entitled to collect and receive all tolls, dividends, earnings, income, rents, issues, products and profits of the mortgaged properties and of every part thereof. After deducting or setting up proper reserves for the expenses of operating the properties and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements and all payments which may be made for taxes, assessments, insurance and other proper charges upon the properties, or any part thereof, as well as just and reasonable compensation

for its own services and for the services of all counsel, agents and employees by it properly engaged and employed, the Trustee in possession shall apply the moneys arising as aforesaid, subject to the provisions of Section 3 of Article III hereof, as follows:

First. In case the principal of none of the bonds shall have become due, by declaration or otherwise, to the payment of the interest in default thereon in the order of the maturity of the installments of such interest, with interest thereon at the same rates borne by the respective bonds, such payments to be made ratably to the persons entitled thereto according to the amount due to each by the terms of the bond or bonds held by him; or

Second. In case the principal of any of the bonds, less than the whole number outstanding, shall have become due, to the payment of all the interest then due on all the bonds outstanding (with interest on the overdue installments thereof at the same rates borne by the respective bonds) in the order of the maturity of the installments, and, if any surplus remains, toward the payment of the principal of the bonds then due, such payments in every instance to be made ratably to the persons entitled thereto according to the amounts due them for interest and principal respectively; or

Third. In case the principal of all the bonds shall have become due, by declaration or otherwise, to the payment of the whole amount then due and unpaid either for principal or interest, or for both principal and interest, upon the bonds, with interest on the overdue installments of interest at the same rates borne by the respective bonds; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid, then to the payment of such principal and interest ratably, according to the aggregate of such principal and the accrued and unpaid interest, without preference or priority of any one series over any other series of bonds, or of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, except as to the difference, if any, in the respective rates of such interest.

Upon payment in full, as above provided, of whatever sum or sums may be due for principal or interest, or both, or payable for other purposes, the mortgaged properties and any excess moneys in the possession of the Trustee in possession arising as aforesaid shall be returned to the Company, its successors or assigns, as though no default had occurred.

Section 2. In case any event or events of default specified in Section 1 of this Article shall occur, then in each and every such case the Trustee shall cancel all assignments or orders for the payment of dividends or interest, and all proxies with respect to any of the pledged stock theretofore delivered by it to the Company, and the Trustee shall thereupon be entitled to receive and collect, for the benefit of the holders and registered owners of the bonds, all dividends that may thereafter be declared on any shares of stock pledged hereunder and all sums which may thereafter become due and payable as interest upon any bonds or other securities pledged hereunder or which may thereafter accrue upon any moneys deposited with the Trustee hereunder, and may itself vote or cause to be voted all shares of stock then pledged hereunder in such manner and for such purposes as it may in its discretion deem advisable.

The Trustee, subject to the provisions of Section 3 of Article III hereof, shall apply any and all moneys so received or collected by it in the same manner as hereinbefore provided in Section 1 of this Article for the application of moneys arising from the operation of the mortgaged properties.

Upon payment in full, as above provided, of any sum or sums which may have been due for principal or interest, or both, or payable for other purposes and upon the fulfillment and performance of all other obligations of the Company in respect of which it was in default under this Indenture,

the Company shall thereafter be entitled to receive the income from all shares of stock, bonds or other securities pledged hereunder, and to vote the pledged stock (unless such stock, bonds or other securities shall have been sold as in this Article provided) in the same manner and to the same extent as though no default had occurred.

Section 3. In case any of the events specified in paragraphs (a) to (f), inclusive, of Section 1 of this Article shall occur, disregarding for this purpose the period of time (if any) therein mentioned, and there shall be any existing judgment against the Company unsatisfied and unsecured by bond on appeal, or upon the filing of a bill in equity, or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Indenture, the Trustee shall be entitled forthwith to exercise and have any and all rights, powers and remedies herein conferred and provided to be exercised by the Trustee upon the occurrence of a default. In case any default specified in Section 1 of this Article shall occur, the Trustee shall thereupon be entitled as a matter of right to the appointment of a receiver of all the mortgaged properties and of the earnings, income, rents, issues, products and profits thereof, with such powers as the court making such appointment may confer; but notwithstanding the appointment of any receiver or trustee in bankruptcy or reorganization proceedings, the Trustee shall be entitled to continue to retain possession and control of any shares of stock, bonds or other securities pledged hereunder or cash on deposit with the Trustee under this Indenture.

Section 4. In case any default specified in Section 1 of this Article shall occur, or in case of the occurrence of any event described in Section 3 of this Article, the Trustee may and, upon the written request of the holders and registered owners of not less than a majority in aggregate principal amount of all the bonds then outstanding (determined as provided in Section 2 of Article XVII hereof), shall, by notice in writing mailed or delivered to the Company, declare the principal of all the bonds then outstanding to be due and payable immediately; and upon any such declaration the same shall become and be immediately due and payable, anything in this Indenture or in said bonds contained to the contrary notwithstanding. This provision is, however, subject to the condition that if, at any time after the principal of said bonds shall have been declared due and payable, all arrears of interest upon such bonds (with interest on overdue installments of interest at the same rates borne by the respective bonds) and all expenses and charges of the Trustee be paid by the Company, or be collected out of the mortgaged properties before any sale thereof shall have been made, and every default in the observance or performance of any covenant or condition in the bonds or in this Indenture contained shall have been made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in each and every case, the holders and registered owners of a majority in aggregate principal amount of the bonds then outstanding (determined as provided in Section 2 of Article XVII hereof), by written notice to the Company and to the Trustee, may waive such default and its consequences, and the Company may thereupon obtain from the Trustee rescission of such declaration of the maturity of the principal of such bonds as, except for such declaration, would not have been or become so due and payable; but no such waiver shall extend to or affect any subsequent default or impair any right or remedy consequent thereon.

Section 5. In case any default specified in Section 1 of this Article shall occur, then, and in each and every such case, the Trustee shall, in its discretion, be forthwith entitled, with or without entry, either personally or by its agents or attorneys, to sell, in the manner provided in Section 7 of this Article, all and singular the mortgaged and pledged properties, including all shares of stock and all bonds or other securities then pledged hereunder, or, in its discretion, the Trustee may forthwith proceed to protect and enforce its rights and the rights of the holders and registered owners of the bonds under this Indenture by a suit or suits in equity or at law, for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this Indenture, either for interest or for principal, or for both, or for the enforcement of any other appropriate legal or

equitable remedy, as the Trustee shall deem most effectual in support of any of its rights or duties hereunder. The court may appoint a special master to make any sale under or by virtue of the power of sale herein contained, or by virtue of judicial proceedings, or of any judgment or decree of foreclosure.

Section 6. In case any default specified in Section 1 of this Article shall occur, then, in each and every such case, the Trustee shall, unless the default shall be cured, or shall be waived as provided in Section 4 of this Article, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs, provided that nothing in this Section 6 contained shall be deemed to require the Trustee to perform in any jurisdiction any act which by the law of such jurisdiction it is forbidden or unable to perform.

Section 7. In the event of any sale under or by virtue of the power of sale herein contained, or by virtue of judicial proceedings, or by virtue of any judgment or decree of foreclosure and sale thereunder, the whole of the mortgaged properties, excluding all shares of stock, bonds and other securities which may be pledged under this Indenture, shall be sold in one parcel, as an entirety, unless such sale as an entirety be impracticable by reason of some statute or other cause, or unless the holders and registered owners of a majority in aggregate principal amount of all the bonds then outstanding (determined as provided in Section 2 of Article XVII hereof) shall in writing request that said properties, or any part thereof, be sold in parcels; in which case, so far as lawfully may be, the sales shall be made in such parcels as may be specified in such request.

Notice of any such sale shall state the time and place when and where the same is to be made, and shall contain a brief description of the properties to be sold, and shall be published once in each week (in each case upon any day of the week) for four consecutive weeks prior to such sale in a newspaper of general circulation published in Kansas City, State of Missouri; and such other notice shall also be given as may be required to comply with any applicable statute, rule of law, or order or rule of court. The Trustee may adjourn any sale under the power of sale herein contained, or cause the same to be adjourned from time to time, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned, unless otherwise provided by law. In case of any sale of the mortgaged properties, or any part thereof (other than securities pledged under this Indenture), under the provisions of this Article, the whole of the principal of the bonds, if not previously due, shall become immediately due and payable, anything in the bonds or in this Indenture contained to the contrary notwithstanding.

Upon the completion of any sale the Trustee shall execute and deliver to the accepted purchaser or purchasers a deed or deeds of the properties sold, or shall execute and deliver, in conjunction with the deed or deeds of the court officer conducting such sale, a conveyance of the interests of the Trustee in such properties. The Trustee, and its successors and assigns, are hereby appointed the true and lawful attorney or attorneys irrevocable of the Company in its name and stead to make, execute and deliver all necessary deeds and acts of conveyance, sale, assignment and transfer of such properties, and to substitute one or more persons or corporations with like power, the Company hereby ratifying and confirming all that its said attorney, attorneys or such substitutes, shall lawfully do or cause to be done by virtue hereof. Nevertheless, the Company shall, if so requested by the Trustee, ratify and confirm such sale by executing and delivering to the Trustee or to such purchaser or purchasers, all such proper assignments, deeds, conveyances and releases as may be designated in such request. In any deeds or instruments of conveyance, sale or transfer executed by the Trustee under this Article, the recitals therein of default, demand that sale be made, notice of sale, postponement of sale, terms of sale, sale, purchaser, payment of purchase money and any other fact or facts affecting the legality or validity of such sale, shall be effectual and conclusive proof of the facts related therein as against the Company, its successors

and assigns. Any such sale made under or by virtue of this Indenture, either under the power of sale hereby granted and conferred or under or by virtue of judicial proceedings, shall divest all right, title, interest, estate, claim and demand whatsoever, either at law or in equity, of the Company, in, of or to the properties sold and every part thereof and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or to claim the properties sold, or any part thereof, from, through or under the Company, its successors or assigns, respectively.

Section 8. In case of any sale of the mortgaged properties, whether under the power of sale hereby granted, or pursuant to judicial proceedings, the purchase money, proceeds or avails, together with any other sums which may then be held by or paid to the Trustee under any of the provisions of this Indenture as part of the security hereunder, other than sums held in trust for the payment or redemption of bonds or for the payment of interest thereon, shall be applied, subject to the provisions of Section 3 of Article III hereof, as follows:

First. To the payment of the costs, expenses, fees, and other charges of such sale, and a reasonable compensation to the Trustee, its agents and attorneys, and to the payment of all expenses incurred, and all liabilities incurred by the Trustee not due to its own negligence or willful default, and of all moneys advanced, or disbursements made, by the Trustee, and to the payment of all taxes, assessments or liens prior to the lien of this Indenture except any taxes, assessments or other superior liens subject to which such sale shall have been made;

Second. To the payment of the whole amount then due and unpaid either for principal or interest, or for both principal and interest, upon the bonds, with interest on the overdue installments of interest at the same rates borne by the respective bonds; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid, then to the payment of such principal and the accrued and unpaid interest, without preference or priority of any one series over any other series of bonds, or of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, except as to the difference, if any, in the respective rates of such interest; and

Third. The remainder, if any, shall be paid over to the Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Section 9. In case of any sale of the mortgaged properties or any part thereof, the purchaser, for the purpose of making settlement or payment for the properties purchased, shall be entitled to apply towards the payment of the purchase price, and to be credited therewith, any bonds and any matured and unpaid interest coupons or claims for interest to the amount to which such bonds and interest coupons or claims for interest would be entitled upon a distribution among the holders and registered owners of the bonds of the net proceeds of such sale, after making the deductions allowable under the terms hereof for the costs and expenses of the sale, or otherwise; but such bonds and interest coupons or claims for interest so applied in payment by the purchaser shall be deemed to be paid only to the extent so applied. At any such sale the Trustee, or any holder or registered owner of any bond may bid for and purchase such properties, or any part thereof, and may make payment therefor, as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such properties without further accountability. The receipt of the Trustee, or of the court officer conducting such sale, shall be a sufficient discharge for the purchase money to any purchaser of the properties, or any part thereof, sold as aforesaid; and no such purchaser, or his representatives, grantees or assigns, upon becoming entitled to and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture, or be answerable in any manner whatsoever for any loss,

misapplication or non-application of any such purchase money, or any part thereof.

Section 10. The Company will not at any time insist upon or plead or in any manner whatever claim or seek to take the benefit or advantage of, any stay or extension law now or at any time hereafter in force in any locality where the mortgaged properties, or any part thereof, may be situated; and it will not claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisement of the mortgaged properties, or any part thereof, prior to any sale or sales thereof made pursuant to any provision herein contained or the decree of a court of competent jurisdiction; and it will not, after any such sale or sales, claim or exercise any right under any law heretofore or hereafter enacted to redeem the properties so sold or any part thereof. The Company hereby expressly waives all benefit and advantage of any such law or laws; and it covenants that it will not in any way hinder, delay or impede the execution of any power herein granted to the Trustee, but it will suffer and permit the execution of every such power as if no such law or laws had been enacted.

Section 11. In case the Company shall fail to pay any installment of interest on any bond issued hereunder when and as such interest shall become due and payable and any such failure shall continue for a period of sixty days, or in case the Company shall fail to pay the principal of any such bond when and as the same shall become due and payable, whether at the maturity of said bond or pursuant to notice of redemption or by declaration, as authorized by this Indenture, or by a sale of the mortgaged properties as hereinbefore provided, or otherwise, then the Company will pay to the Trustee, for the benefit of the holders and registered owners of the bonds and interest coupons or claims for interest hereby secured then outstanding, the principal of all such bonds then due and payable, and the whole amount then due and payable for interest on such bonds, with interest upon the overdue principal and installments of interest at the same rates borne by the respective bonds, and, in case the Company shall fail to pay the same forthwith, the Trustee, in its own name, and as trustee of an express trust, shall be entitled to sue and recover judgment against the Company for such amount, and in case of the pendency of any receivership, insolvency, bankruptcy, reorganization or other judicial proceedings affecting the Company, its creditors or its property, to intervene and take any lawful action therein that the Trustee deems advisable for the protection of the interests of the bondholders and as may be permitted by the court, and, either with or without intervening in any such proceeding, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and of the bondholders allowed. The Trustee shall be entitled to recover judgment and/or to file and prove such claim or claims, as aforesaid, at any time before or after or during the pendency of any proceedings for the enforcement of the provisions of this Indenture or the lien of this Indenture upon the mortgaged properties, and its right to recover such judgment and/or to file and prove such claim or claims shall not be affected by nor be prejudicial to any entry or sale hereunder, or by or to the exercise of any powers conferred by any of the provisions of this Indenture, or by or to the foreclosure of the lien hereof; and, in case of a sale of such properties, and of the application of the proceeds of sale to the payment of the mortgage debt, the Trustee, as aforesaid, in its own name, and as trustee of an express trust, shall be entitled to receive and to enforce payment of any and all deficiencies or amounts then remaining unpaid upon or on account of any or all of the bonds then outstanding, for the benefit of the respective holders and registered owners thereof, and shall be entitled to sue and recover judgment for any portion of the mortgage debt remaining unpaid, with interest. No recovery of any judgment by the Trustee and no levy of any execution under any such judgment upon property subject to the lien of this Indenture, or upon any other property, shall in any manner or to any extent affect or impair the lien of the Trustee upon the mortgaged properties or any part thereof, or any rights, powers or remedies of the Trustee under this Indenture, or any lien, rights, powers or remedies of the holders or registered owners of the bonds hereby secured; but such lien, rights, powers and remedies shall continue unaffected and unimpaired as before. In the

event of any receivership, reorganization or insolvency proceedings, or any bankruptcy or other proceedings instituted under or pursuant to any of the provisions of the Acts of Congress, as amended, relating to bankruptcy, affecting the Company or its property, the Trustee, without prejudice to or waiver of the lien and security of this Indenture or of any right conferred hereby, shall (except as may be otherwise provided by law) be entitled to file and prove a claim or claims for the entire amount due and payable by the Company under this Indenture at the date of the institution of such proceedings, and for any additional amount which may become due and payable by the Company hereunder after such date, without regard to or deduction for the value of the mortgaged property, or the security of this Indenture, or for any amount which may have been or which may thereafter be received, collected or realized by the Trustee from or out of the mortgaged premises or any part thereof or from or out of the proceeds thereof or any part thereof, and the Trustee is hereby appointed the agent and attorney of the holders and registered owners of all bonds outstanding hereunder for such purpose. Any moneys collected by the Trustee under this Section 11 shall be applied by the Trustee, subject to the provisions of Section 3 of Article III hereof, first, to the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, second, to the payment of the compensation and other expenses of the Trustee hereunder, and third, to the payment of the amounts then due and unpaid upon such bonds and interest coupons or claims for interest, respectively, without any preference or priority of any kind, but ratably according to the amounts due and payable upon such bonds and interest coupons or claims for interest, respectively, at the date fixed by the Trustee for the distribution of such moneys, on presentation of the several bonds and coupons and their surrender if fully paid or for proper notation if only partly paid.

Section 12. Anything in this Indenture contained to the contrary notwithstanding, the holders and registered owners of not less than a majority in aggregate principal amount of the bonds at the time outstanding (determined as provided in Section 2 of Article XVII hereof) shall have the right from time to time, by an instrument or concurrent instruments in writing executed as provided in Article XI hereof and delivered to the Trustee, to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and the Trustee shall not be responsible to any one for any action taken or omitted by it in good faith pursuant to any such directions; provided that such directions shall not be inconsistent with the terms of this Indenture, and that, subject to the provisions of the second paragraph of Section 1 of Article XV hereof, the Trustee shall have the right to decline to follow any such directions if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith shall by responsible officers determine that the action or proceeding so directed would involve it in personal liability or be unjustly prejudicial to the non-assenting bondholders; and provided further that the Trustee shall not be required, subject to the provisions of the second paragraph of Section 1 of Article XV hereof, to exercise the power of entry into or upon all or any part of the mortgaged properties conferred by Section 1 of this Article or the power of sale conferred by Section 5 of this Article.

Section 13. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee, or to the holders and registered owners of the bonds is intended to be exclusive of any other remedy, but every remedy herein provided shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute; and every power and remedy given by this Indenture to the Trustee or to the holders and registered owners of the bonds may be exercised from time to time and as often as may be deemed expedient. No delay or omission by the Trustee or by any holder or registered owner of any bond to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein. In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of waiver, or for any other reason, or

or shall have been determined adversely, then, and in each and every such case, the Company and the Trustee shall severally and respectively be restored to their former positions and rights hereunder in respect of the mortgaged properties, and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Section 14. No holder or registered owner of any bond shall have the right to institute any suit, action or proceeding at law or in equity upon, or in respect of, this Indenture, or for the execution of any trust or power hereof, or for any other remedy under or upon this Indenture, unless such holder or registered owner shall previously have given to the Trustee written notice of an existing default; nor unless, also, such holder or registered owner shall have tendered to the Trustee security and indemnity satisfactory to it against all costs, losses, expenses and liabilities which might be incurred in or by reason of such action, suit or proceeding; nor unless, also, the holders and registered owners of not less than twenty-five per centum in aggregate principal amount of all the bonds then outstanding shall have requested the Trustee in writing to take action in respect of such default and the Trustee shall have declined to take such action or shall have failed so to do within thirty days thereafter; it being understood and intended that no holder or registered owner of any bond or interest coupon shall have any right in any manner whatever to affect, disturb or prejudice the lien of this Indenture by his action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunder shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders and registered owners of outstanding bonds. All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the bonds or coupons hereby secured or the production thereof on the trial or other proceedings relative thereto and any such suit or proceedings instituted by the Trustee shall be brought, as the case may be, in its own name and as trustee of an express trust and any recovery of judgment shall be for the ratable benefit of the holders and registered owners of said bonds and coupons hereby secured.

Nothing in this Article contained shall, however, affect or impair the right, which is absolute and unconditional, of any bondholders to enforce the payment of the principal of and the interest and premium, if any, on his bonds at or after the maturity thereof as therein expressed, or affect the obligation of the Company, which is also absolute and unconditional, to pay the principal of and the interest and premium, if any, on each of the bonds issued hereunder to the respective holders and registered owners thereof at the time and place in such bonds and the appurtenant coupons expressed.

ARTICLE XI

EVIDENCE OF RIGHTS OF BONDHOLDERS

Any request or other instrument which this Indenture may require or permit to be signed and executed by the bondholders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such bondholders in person or by attorney appointed in writing.

The fact and date of the execution by any person of such request or other instrument or writing may be proved by the certificate under his official seal of any notary public or other officer in any jurisdiction having power to take acknowledgments, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution.

The amount of bonds transferable by delivery held by any person executing such request or other instrument as a bondholder, and the series and serial numbers thereof, held by such person, and the date of his holding the same, may be proven by a certificate executed by any trust company, bank, banker or other depositary wheresoever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date

therein mentioned such person had on deposit with such depositary the bonds described in such certificate. The Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable. The ownership of registered bonds without coupons and of coupon bonds which shall at the time be registered as to principal shall be proved by the registry books as hereinbefore provided.

The Trustee shall not be bound to recognize any person as a bondholder unless and until his title to the bonds held by him is proved in the manner in this Article provided and, in its discretion, may, until otherwise advised, continue to recognize as a bondholder any person whose title to the bonds held by him is so proved.

ARTICLE XII

DEFEASANCE

If the Company, its successors or assigns, shall pay or cause to be paid unto the holders and registered owners of the bonds and coupons the principal and interest to become due thereon at the time and in the manner stipulated therein, and shall keep, perform and observe all and singular the covenants and promises in the bonds and in this Indenture expressed to be kept, performed and observed by it or on its part, then these presents and the estate and the rights hereby granted shall cease, determine and be void, and thereupon, upon request of the Company and at its expense and upon being furnished with a certificate signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company and an opinion of counsel, each containing the statements required by Section 1 of Article XVII hereof and stating that all bonds and coupons outstanding under and secured by this Indenture have been cancelled (or surrendered for cancellation), paid, redeemed or otherwise discharged and/or the necessary funds for the purchase or redemption thereof, or the payment thereof at maturity, have been deposited with the Trustee for the purpose, the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Company such deeds as shall be requisite to satisfy the lien hereof, and reconvey to the Company the estate and title hereby conveyed and assign and deliver to the Company any property subject to the lien of this Indenture which may then be in the possession of the Trustee. Bonds and/or coupons for the payment or redemption of which the necessary moneys shall have been duly set apart by or duly paid to the Trustee, together with instructions to apply such funds to the payment or redemption of such obligations and, until so applied, to hold such funds irrevocably in trust for the purpose for which they shall have been set apart by or paid to the Trustee (but subject, if so instructed, to the provisions of this Article XII providing for the return of any unclaimed portion of such moneys to the Company), and, if such bonds and/or coupons are to be redeemed, with respect to which notice of redemption shall have been published or arranged for in a manner satisfactory to the Trustee, shall be deemed to be paid within the meaning of this Article XII. In case the holder or registered owner of any bond at any time outstanding hereunder shall not, within ten years after the maturity date of such bond, or if such bond shall have been called for redemption, then within ten years after the date fixed for the redemption of such bond, claim the amount on deposit with the Trustee for the payment thereof and of the coupons appertaining thereto, the Trustee, upon receipt of such indemnity, if any, as it may require, shall, if permitted by law, pay over to or upon the written order of the Company the amount so deposited, and thereupon the Trustee shall be released from any and all further liability with respect to the payment of such bond or coupons and the holder or registered owner of such bonds and coupons shall be entitled to look only to the Company for the payment thereof; provided, however, that the Trustee, before being required to make any such payment, may (at the expense of the Company) cause notice that said moneys have not been so called for and that after a date named therein they will be returned to the Company to be published once a week (on any day of the week) for two consecutive weeks in a newspaper of general circulation published in the City of Kansas City, State of Missouri, and in such a newspaper published in

each of the other cities wherein any of such bonds or coupons are expressed to be payable.

The Company may at any time surrender to the Trustee for cancellation, or in cancelled form, any bonds of any series previously authenticated hereunder properly endorsed for transfer, if registered, and with all unmatured coupons, if any, thereto attached and such bonds, upon such surrender and upon delivery to the Trustee of evidence satisfactory to it of the payment or cancellation of all past due coupons appertaining to such bonds or of cash sufficient for the payment of any thereof not so paid or cancelled, shall be deemed to be and shall be paid and retired and shall be cremated by the Trustee and a certificate of such cremation delivered to the Company.

The Company will indemnify the Trustee and hold it harmless against any expense or liability arising, after the satisfaction and termination of this Indenture as aforesaid, out of or based upon any matter connected therewith.

ARTICLE XIII

IMMUNITY OF OFFICERS, STOCKHOLDERS AND DIRECTORS

No recourse under or upon any obligation, covenant or agreement contained in this Indenture, or any indenture supplemental thereto, or in any bond or coupon hereby or thereby secured, or under any judgment obtained against the Company, or by the enforcement of any assessment or penalty, or by any legal or equitable proceedings by virtue of any constitution or statute or rule of law, or otherwise, or under any circumstances, under or independent of this Indenture, or any indenture supplemental thereto, shall be had against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, or otherwise, for the payment for or to the Company or any receiver or trustee thereof, or for or to the holder or registered owner of any bond or coupon issued under or secured by this Indenture, or any indenture supplemental thereto, or otherwise, of any sum that may be due and unpaid by the Company upon any such bonds or coupons, and any and all personal liability of every name and nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, stockholder, officer or director, for the payment for or to the Company or any receiver or trustee thereof, or for or to the holder or registered owner of any bond or coupon issued under or secured by this Indenture, or any indenture supplemental thereto, or otherwise, of any sum that may remain due and unpaid upon the bonds and coupons, or any of them, issued or secured as aforesaid, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issue of such bonds and coupons.

ARTICLE XIV

CONSOLIDATIONS, MERGERS AND SALES

Section 1. Nothing in this Indenture contained shall prevent any lawful consolidation or merger of the Company with or into any other corporation, or any conveyance or transfer, subject to the lien of this Indenture, of all, or substantially all, the mortgaged property, as an entirety, to any corporation lawfully entitled to acquire and operate the same; provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance or transfer shall be upon such terms as in no respect to impair the lien of this Indenture upon the property then subject hereto, or any of the rights or powers of the Trustee or the bondholders hereunder; and provided further that the corporation formed by such consolidation, or into which such merger shall have been made, or acquiring all or substantially all the mortgaged property as an entirety as aforesaid, shall execute and

deliver to the Trustee hereunder an indenture which shall provide that such corporation shall assume the due and punctual payment of the principal of and interest on all the bonds outstanding hereunder according to their tenor, and the due and punctual performance of all the covenants of this Indenture to be kept or performed by the Company and which, unless an indenture meeting the requirements of Section 2 of this Article shall have been executed by such corporation and shall have been delivered to the Trustee, shall provide that all property, except property of a character similar to that of the Company which is excluded from the lien of this Indenture, thereafter acquired or constructed by such corporation in the territory theretofore served by the Company and all property, except property of a character similar to that of the Company which is excluded from the lien of this Indenture, forming an integral part of, or essential to the use or operation of, any property subject to the lien of this Indenture at the time of such consolidation, merger, conveyance or transfer, and of property subsequently subjected to the lien of this Indenture as a first mortgage lien thereon, and all renewals and replacements thereof, and all franchises necessary or proper for the operation thereof, shall be and become subject to the lien hereof, with the same force, effect and standing as if the Company had itself acquired or constructed such property; and provided further that the property of the other corporation with which the Company shall consolidate or merge or to which all or substantially all the mortgaged property shall be conveyed, shall not be subject to any lien or liens (other than permitted encumbrances and liens and prepaid liens, as those terms are defined in Section 3 of Article II hereof) which after such consolidation, merger or conveyance will be equal or prior to the lien of this Indenture on the property owned by such other corporation, unless the amount of obligations outstanding under and secured by such equal or prior lien or liens shall not exceed sixty per centum of the value of the property (which, if owned by the Company, would constitute bondable property as defined in Section 3 of Article II hereof) of such other corporation and unless the net earnings, determined as provided in Section 5 of Article II of this Indenture, derived from the operation of the property of such other corporation during a period of twelve consecutive calendar months ending within ninety days next preceding the date of such consolidation, merger or conveyance shall have been a sum at least equal to two (2) times the interest for one year on all obligations outstanding under and secured by such equal or prior lien or liens at the time of such consolidation, merger or conveyance, except obligations for the payment or redemption of which the necessary funds shall have been deposited with the trustee under such equal or prior lien or liens or with the Trustee hereunder, together with instructions to apply such funds to the payment or redemption of such obligations and, until so applied, to hold such funds irrevocably in trust for such purposes (but subject to any applicable provision in the instrument creating such lien or liens for the return of any unclaimed moneys to such other corporation or to the Company). The last proviso contained in the foregoing sentence shall not apply to the consolidation or merger of the Company with or into, or the conveyance or transfer by the Company of all, or substantially all, the mortgaged property, to Missouri Gas & Electric Service Company, a Missouri corporation.

Section 2. In case the Company shall be consolidated with or merged into any other corporation, or in case all or substantially all the mortgaged property shall be conveyed or transferred to any other corporation, the corporation resulting from such consolidation, or into which the Company shall have been merged, or which shall have received a conveyance or transfer, as aforesaid (such corporation being hereinafter called the successor corporation), may thereafter issue bonds under this Indenture, provided it shall first execute and deliver to the Trustee an indenture satisfactory to the Trustee whereby the successor corporation (1) shall convey to the Trustee upon the trusts herein declared, but subject to any outstanding liens and encumbrances, all the property which it shall own at the date of the conveyance and all which it may thereafter acquire, except property of a character similar to that of the Company which is excluded from the lien of this Indenture, and (2) shall adopt this Indenture as its own and shall assume and agree to pay the principal of and the interest on the bonds issued or to be issued hereunder and secured hereby in accordance with the provisions of said bonds and coupons and this Indenture,

and (3) shall assume and agree to perform and fulfill all the terms, covenants and conditions of this Indenture binding upon the Company. Upon the execution and delivery of such indenture, the successor corporation shall succeed to and be substituted for the Company under this Indenture with the same effect as if it had been named herein as the mortgagor corporation, and may thereafter, subject to all the terms, conditions and restrictions in this Indenture prescribed, issue bonds hereunder to the extent and for the purposes herein provided with respect to the issuance of bonds by the Company and may also issue any bonds which the Company was entitled to issue but had not issued hereunder. All the bonds so issued shall in all respects have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this Indenture. Upon the execution and delivery by such successor corporation of the indenture in this section above mentioned, all bondable property owned by it at and immediately prior to the time when it shall become such successor corporation (excluding the bondable property received from the Company) shall, within the meaning of the provisions of Article II of this Indenture, be deemed to be purchased property acquired by such successor corporation, at the date upon which it shall become such successor corporation, for or on account of the cost or fair value of which bonds may be issued hereunder subject to the conditions, and upon compliance with the provisions, of said Article II.

Subject to the provisions of the second, sixth and ninth paragraphs of Section 1 of Article XV hereof, the Trustee, in the absence of bad faith, may receive an opinion of counsel as conclusive evidence that any such consolidation, merger, conveyance or transfer and any indenture provided for in this Article complies with the foregoing conditions and provisions of this Article.

Section 3. Every such successor corporation shall possess, subject to the terms and conditions of this Indenture, and may from time to time exercise, each and every right and power of the Company, in the name of such successor corporation or otherwise; and any act, proceeding, resolution or certificate by any of the terms of this Indenture required or provided to be done, taken or performed, or made or executed, by any board or officer of the Company shall and may be done, taken and performed, or made and executed, with like force and effect, by the corresponding board or officer of any such successor corporation.

ARTICLE XV

CONCERNING THE TRUSTEE

Section 1. Whenever the expression "Trustee" is used in this Indenture, or in the bonds or coupons, such expression shall be held to include and mean the Trustee, the Co-Trustee or the trustees (as the case may be) for the time being under the terms of this Indenture, whether the original or some successor or substitute.

The Trustee hereby accepts the trusts hereby created and undertakes to exercise in case of the occurrence of any default (as defined in Section 1 of Article X of this Indenture), unless such default or defaults shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Prior to the occurrence of any default (as defined in Section 1 of Article X of this Indenture), and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, the Trustee shall be under no duty with respect to the performance of any duties except such as are specifically set forth in this Indenture and no implied covenant or obligation shall be read into this Indenture against the Trustee, but the duties and obligations of the Trustee to the

Company and to all others shall be determined solely by the express provisions of this Indenture. In the performance of such duties as are specifically imposed or of such powers as are conferred upon the Trustee by the provisions of this Indenture, the Trustee, prior to the occurrence of any default (as defined in Section 1 of Article X of this Indenture), and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, shall be entitled, in the absence of bad faith on the part of the Trustee, to rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate, opinion of counsel and/or other evidence conforming to the requirements of this Indenture and furnished to it pursuant to any provision of this Indenture. Prior to the occurrence of any default (as defined in Section 1 of Article X hereof), and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, the Trustee shall not be responsible, if acting in good faith, for the genuineness of any signature of any party to any document executed by any person whomsoever, in accordance with or in pursuance of the terms of this Indenture, but may, without liability on its part, assume as genuine any purported signature by any person, officer or corporation to any such instrument, and shall be protected in acting in good faith upon any notice, request, certificate, order, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Prior to the occurrence of any default (as defined in Section 1 of Article X hereof), and after default if such default shall have been cured, or shall have been waived as provided in Section 4 of Article X hereof, any notice, approval, request or other instrument of the Company mentioned in this Indenture shall be sufficiently evidenced by an instrument signed in the name of the Company by its President or a Vice-President and by its Treasurer or an Assistant Treasurer, unless other evidence in respect thereof is specifically prescribed in this Indenture.

The Trustee shall not be responsible for the correctness of any of the recitals or representations in this Indenture or in the bonds contained (except in respect of the executed certificate of the Trustee endorsed on such bonds), all of which shall be taken as recitals by the Company alone, or with respect to the application or use of bonds delivered to the Company pursuant to the terms hereof, or with respect to the disposition of the proceeds of the bonds secured hereby. It shall be no part of the duty of the Trustee to see to the execution, acknowledgment or recording of this Indenture or any supplemental instrument as a mortgage or a conveyance of real or personal estate, all liability in this regard being by the terms hereof expressly assumed by the Company, or to do any other act which may be suitable and proper to be done to make this Indenture or any supplemental instrument a lien, or to continue, extend or supplement such lien, or for giving notice of the existence of such lien; nor shall the Trustee have any responsibility as to the legality or validity of this Indenture, or as to the amount or extent of the security afforded by the property hereby conveyed or purported to be conveyed, nor as to the legality, value, validity or priority of any bonds issued hereunder, nor, subject to the provisions of the second paragraph of this section, as to the performance by the Company of any of its covenants or obligations hereunder.

The Trustee may select and employ, in and about the execution of any of the duties incumbent upon it hereunder, suitable agents and attorneys. The Trustee shall not be answerable or accountable for any error of judgment made in good faith by a responsible officer or officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts. To the extent permitted by the second and third paragraphs of this section, the Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance with the opinion of such counsel.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent act, its own negligent failure to act, or its own willful misconduct, except to the extent that the third paragraph

of this section, the second sentence of the fifth paragraph of this section and Section 12 of Article X hereof may so relieve the Trustee.

To the extent permitted by the second and third paragraphs of this section, in case it shall be necessary or proper for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action, or doing or not doing anything as such Trustee, except when it is specifically otherwise provided herein, a certificate signed in the Company's name by its President or one of its Vice-Presidents, and attested by its Secretary or one of its Assistant Secretaries under its corporate seal, and verified by the affidavit of one or more of the Company's directors, shall be conclusive evidence of such fact to protect the Trustee in any action that it may in good faith take or fail to take by reason of the supposed existence of such fact; but the Trustee may, in its discretion, make such further examination or investigation with reference to such supposed fact as it may deem advisable, and the Company covenants and agrees to pay on demand all expenses reasonably incurred by the Trustee in making any such investigation or examination.

The Company covenants and agrees from time to time, on demand, to pay to the Trustee reasonable compensation for its services hereunder, and reasonable compensation for the services of its counsel and solicitors employed by it in connection with the discharge of the trusts hereunder, and covenants and agrees to pay or reimburse the Trustee from time to time, on demand, for all proper outlays and expenses of every sort or nature made or incurred by the Trustee in the discharge of the trusts hereunder and at all times to indemnify the Trustee against any liabilities which it may incur in the discharge of the trusts hereunder and which are not due to the negligence or misconduct of such Trustee; and all such fees, compensations, outlays, liabilities and expenses shall constitute a first lien upon the mortgaged property in favor of the Trustee prior to any other claim hereunder.

Anything in this section contained to the contrary notwithstanding, the Trustee shall examine any certificate, opinion of counsel and/or other evidence furnished to it by the Company or any other obligor upon the bonds under any provision of this Indenture to determine whether or not such certificate, opinion of counsel and/or other evidence conforms to the requirements of this Indenture.

Section 2. The Trustee shall give to the bondholders, in the manner and to the extent provided in subsection (c) of Section 10 of this Article, notice of all defaults under this Indenture known to the Trustee, within ninety (90) days after the occurrence thereof. For the purpose of this section, the term "defaults under this Indenture" shall mean the occurrence of any of the events specified in paragraphs (a) to (f), inclusive, of Section 1 of Article X hereof, disregarding for this purpose the period of time (if any) therein mentioned.

The term "responsible officers" of the Trustee as used in this Indenture shall mean the Chairman of the Board of Directors, or the President of the Trustee, or any Vice-President, Trust Officer or Assistant Trust Officer of the Trustee assigned to the supervision of its trust functions.

Section 3. Except as herein otherwise provided, any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee on the Company shall be deemed to have been sufficiently given and served, for all purposes, by being deposited postage prepaid in a post office letter box addressed (until written notice of another address is filed by the Company with the Trustee) as follows: Missouri Public Service Corporation, Warrensburg, Missouri.

Section 4. Subject to the provisions of Article XII hereof, any moneys which at any time shall be deposited by the Company with the Trustee or with any paying agent or other depositary for the purpose of paying any of the bonds which shall have become due or payable either at the maturity thereof or upon call for redemption or otherwise, or for the purpose of paying any interest on or coupons appertaining to any of the bonds, shall be and are

hereby assigned, transferred, and set over unto such Trustee, paying agent or depositary in trust for the benefit of the respective holders and registered owners of the bonds or coupons for the purpose of paying which the said moneys shall have been deposited. Each such paying agent or other depositary shall give to the Trustee notice of any default by the Company in the payment of any sum or sums due and payable to such paying agent or depositary for principal or interest on the bonds in accordance with the terms of such bonds and of this Indenture. In the event of the appointment of a receiver or trustee of the Company or of its property, such receiver or trustee shall have no right, title or interest in said moneys so deposited or in any part thereof. All moneys coming into the hands of the Trustee, and held under the provisions of this Indenture, shall be held in trust. Such moneys shall not be invested by the Trustee, and, except for moneys deposited with or paid to the Trustee for the redemption of bonds, notice of the redemption of which has been duly given, shall, while held by the Trustee, constitute part of the trust estate and be subject to the lien hereof. Except as permitted by, and when adequately secured in accordance with, the regulations of the Board of Governors of the Federal Reserve System or other regulatory body having jurisdiction in the premises, none of the moneys paid to or deposited with the Trustee shall be intermingled with other funds of the Trustee. For the purposes of this section, the term "Company" shall include any other obligor upon the bonds.

When moneys representing proceeds of released property or of property taken by the power of eminent domain are deposited with the Trustee pursuant to the provisions of Article VIII hereof, the Company shall designate whether or not the moneys so deposited represent proceeds of dispositions of electric utility property to governmental bodies. The Trustee shall keep moneys received by it as proceeds of dispositions of electric utility property to governmental bodies separate and apart from moneys received by it as proceeds of other dispositions of property by the Company. If the Company shall desire to withdraw any moneys received by the Trustee as proceeds of released property or of property taken by the power of eminent domain or shall desire to have any such moneys applied to the redemption or purchase of bonds, it shall have the right to specify, and shall specify, the portion of such moneys desired to be withdrawn or applied which represent the proceeds of dispositions of electric utility property to governmental bodies and the portion of such moneys desired to be withdrawn or applied which represent the proceeds of other dispositions of property by the Company. The term "proceeds of dispositions of electric utility property to governmental bodies," as used herein, shall mean the proceeds of electric utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority).

Section 5. There shall at all times be a trustee (herein referred to as the "Trustee") under this Indenture which shall be a corporation organized and doing business under the laws of the United States of America or of a State thereof, having its principal office or place of business in the City of Kansas City, State of Missouri, or in the Borough of Manhattan, The City of New York, State of New York, or in the City of Chicago, State of Illinois, which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by Federal or State authority and which has a combined capital and surplus of not less than One Million Dollars ($1,000,000). For the purposes of this section the combined capital and surplus of the Trustee shall be deemed to be the combined capital and surplus as set forth in the most recent report of condition published by the Trustee, provided such report is published at least annually, pursuant to law or to the requirements of a Federal or State supervising or examining authority.

The Trustee may resign as such trustee by written resignation delivered to the Company, such resignation to take effect upon the appointment of a successor eligible to act hereunder and the acceptance by such successor of trusteeship hereunder. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to such Trustee and to the Company, signed by the holders or registered owners of a majority

in principal amount of the bonds then outstanding hereunder or by the attorneys of such holders or owners. In case the Trustee or any successor shall resign or be removed or otherwise be or become incapable of acting or ineligible to act as Trustee by reason of the provisions of this Section 5, or if at any time there shall be a vacancy in such trusteeship, then, and in any such event, a successor or successors may at any time be appointed by the holders or registered owners of a majority in principal amount of the bonds hereby secured and then outstanding by an instrument or concurrent instruments in writing signed by such holders or owners or by their attorneys duly authorized; but in case of any such resignation, removal, incapability, ineligibility or vacancy, the Company, by an instrument executed by order of its Board of Directors, or, in case all or substantially all of the assets of the Company shall be in the possession of one or more receivers lawfully appointed, trustees in bankruptcy or reorganization proceedings (including a trustee or trustees appointed under the provisions of Chapter X of an Act to establish a uniform system of bankruptcy throughout the United States, approved July 1, 1898, as amended), or assignees for the benefit of creditors, such receivers, trustees or assignees, by an instrument in writing, may and shall have power to appoint a new or successor trustee or trustees until a new trustee or trustees shall be appointed by the bondholders, as aforesaid, and when any such new trustee or trustees shall be so appointed by the bondholders, any trustee or trustees theretofore appointed by the Company or by such receivers, trustees or assignees, shall thereupon by such appointment of the bondholders be superseded and retired. It shall be the duty of the Company to cause to be recorded in the same manner as this Indenture shall have been recorded, each resignation, appointment and acceptance of trusteeship hereunder. Whenever a new trustee or trustees shall succeed to trusteeship under this Indenture, such new trustee or trustees shall, without any further act, deed or conveyance, be and become vested with all the estate, properties, rights, powers, duties and trusts of its, his or their predecessor or predecessors in the trust hereunder, with like effect as if originally named as the trustees or one of the trustees herein; but each retiring trustee upon payment to it or him of all amounts due and owing to it hereunder shall, nevertheless, upon written demand of the new trustee, execute and deliver to the new trustee such proper conveyances and make such transfers as will legally transfer to the new trustee the mortgaged property and the trusts hereunder. Should any deed, conveyance or instrument in writing from the Company be required by any new trustee for more fully and certainly vesting in and confirming to such new trustee said estates, properties, rights, trusts and duties, then any and all such deeds, conveyances and instruments in writing shall, on request of such new trustee, be executed, acknowledged and delivered by the Company.

Section 6. In each and every case of any incapacity or lack of authority of Commerce Trust Company or its successor in trust hereunder in any jurisdiction, by reason of any present or future law of any such jurisdiction, each and every estate, right, title, interest, lien, claim, demand and cause of action expressed or intended by this Indenture to be vested in or conveyed to the Trustee or any such successor in any such jurisdiction shall (whether or not the same shall be lawfully conveyed to or vested in the Trustee or any such successor) in any event hereby vest in and be conveyed to a Co-Trustee duly qualified and competent to assume the duties and obligations of this trust (who may be an individual) who shall be appointed by an instrument in writing duly executed on behalf of the Company by its President or a Vice-President under its seal and each and every covenant or obligation expressed or intended by this Indenture to run in favor of, and each and every right, power, remedy and duty expressed or intended by this Indenture to be conferred upon or enforceable by, the Trustee, in any such jurisdiction, shall (whether or not the same shall lawfully run in favor or be conferred upon or be enforceable by the Trustee or any such successor) in any event run in favor of, be conferred upon and be enforceable by said Co-Trustee and its or his successors in trust hereunder, with like effect as though this Indenture were originally entered into between the Company and said Co-Trustee as sole trustee.

If by any present or future law in any jurisdiction in which it may be necessary to perform any act in the execution of the trusts herein created,

the Trustee, or its successor or successors, may be incompetent or disqualified to act as such Trustee, then all the acts required to be performed in such jurisdiction in the execution of the trust hereby created shall be performed by the Co-Trustee, or his successor or successors, acting alone. Except as it may be deemed necessary, as aforesaid, for the Co-Trustee, acting alone, to execute the trusts hereby created, the Trustee, or its successor or successors, shall alone, anything contained in this Indenture to the contrary notwithstanding, have and exercise the powers and shall alone be charged with the performance of the duties hereinbefore declared to be held, exercised or performed on the part of the Trustee. Any request in writing by the Trustee, its successor or successors, to the Co-Trustee hereunder, or to any Co-Trustee appointed in succession to him, shall be sufficient warrant for the Co-Trustee, or his successor, to take such action as may be requested of him or it, as the case may be. The Co-Trustee, or any successor, may delegate to the Trustee, its successor or successors, the exercise of any or all powers, discretionary or otherwise, conferred by any provision of this Indenture. The Trustee and its successors in the trust shall have the power at any time, by instrument in writing duly executed by its President or a Vice-President under its seal, to remove the Co-Trustee, or his successor in trust, from his position as one of the Trustees hereunder, and to appoint some other person, qualified to be appointed as herein authorized, as successor in trust to the Co-Trustee so removed.

In case the Co-Trustee, or any successor to him as Co-Trustee, shall die, become incapable of acting, resign (as such Co-Trustee at any time may), or be removed, all the estate, properties, rights, powers, trusts, duties and obligations of the Trustee hereunder so far as permitted by law shall vest in and be exercised by the Trustee for the time being until the appointment of a new Co-Trustee, as hereinbefore provided.

Section 7. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation to which substantially all the corporate trust business of the Trustee may be transferred, provided, that such corporation shall be eligible and qualified under the provisions of Section 5 of this Article XV to act as Trustee under this Indenture, shall be the successor to the Trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on the part of any other parties hereto, anything herein to the contrary notwithstanding. In case any of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such bonds, adopt the certificate of authentication of the original Trustee or of any successor to it as Trustee hereunder, and deliver the said bonds so authenticated; and in case any of said bonds shall not have been authenticated, any successor to the Trustee may authenticate such bonds either in the name of any predecessor hereunder or in the name of the successor trustee, and in all such cases such certificate shall have the full force which it is anywhere in said bonds or in this Indenture provided that the certificate of the Trustee shall have; provided, however, that the right to authenticate bonds in the name of Commerce Trust Company shall apply only to its successor or successors by merger or consolidation.

Section 8. (a) Subject to the provisions of subsection (b) of this section, if the Trustee shall be, or shall become, a creditor, directly or indirectly, secured or unsecured, of the Company (as hereinafter in this section defined), within four months prior to a default (as defined in the last paragraph of this subsection), or subsequent to such a default, then, unless and until such default shall be cured, such trustee shall set apart and hold, in a special account for the benefit of such trustee individually, the holders and registered owners of the bonds and the holders of other indenture securities (as defined in the last paragraph of this subsection)---

(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four

months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in paragraph (2) of this subsection, or from the exercise of any right of set-off which such trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(2) all property received in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such four months' period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of the Company and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of any trustee under this Indenture---

(A) to retain for its or his own account (i) payments made on account of any such claim by any person (other than the Company) who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by any such trustee to a third person, and (iii) distributions made in cash, securities, or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law;

(B) to realize, for its or his own account, upon any property held by it or him as security for any such claim, if such property was so held prior to the beginning of such four months' period;

(C) to realize, for its or his own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it or him as security for any such claim, if such claim was created after the beginning of such four months' period and such property was received as security therefor simultaneously with the creation thereof, and if any such trustee shall sustain the burden of proving that at the time such property was so received such trustee had no reasonable cause to believe that a default (as defined in the last paragraph of this subsection) would occur within four months; or

(D) to receive payment on any claim referred to in paragraph (B) or (C), against the release of any property held as security for such claim as provided in paragraph (B) or (C), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (B), (C), and (D), property substituted after the beginning of such four months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any preexisting claim of any such trustee as such creditor, such claim shall have the same status as such preexisting claim.

If any such trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between such trustee, the bondholders, and the holders of other indenture securities in such manner that such trustee, the bondholders, and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, the same percentage of their respective claims, figured before crediting to the claim of such trustee anything on account of the receipt by it or him from the Company of the funds and property in such special account and before crediting to the

respective claims of such trustee, the bondholders, and the holders of other indenture securities dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this paragraph, with respect to any claim, the term "dividend" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership, or proceeding for reorganization is pending shall have jurisdiction (i) to apportion between any such trustee, the bondholders, and the holders of other indenture securities, in accordance with the provisions of this paragraph, the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this paragraph due consideration in determining the fairness of the distributions to be made to such trustee, the bondholders, and the holders of other indenture securities with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

Any trustee under this Indenture who has resigned or been removed after the beginning of such four months' period shall be subject to the provisions of this subsection as though such resignation or removal had not occurred. Any trustee under this Indenture who has resigned or been removed prior to the beginning of such four months' period shall be subject to the provisions of this subsection if and only if the following conditions exist---

(i) the receipt of property or reduction of claim which would have given rise to the obligation to account, if such trustee had continued as trustee, occurred after the beginning of such four months' period; and

(ii) such receipt of property or reduction of claim occurred within four months after such resignation or removal.

As used in this subsection, the term "default" means any failure to make payment in full of the principal of or interest upon the bonds or upon other indenture securities when and as such principal or interest becomes due and payable; and the term "other indenture securities" means securities upon which the Company is an obligor (as defined in the Trust Indenture Act of 1939) outstanding under any other indenture (a) under which the trustee hereunder required to account is also trustee, (b) which has been qualified under the Trust Indenture Act of 1939, and (c) under which a default exists at the time of apportionment of the funds and property held in such special account.

(b) There shall be excluded from the operation of subsection (a) of this section a creditor relationship arising from---

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one year or more at the time of acquisition by any trustee under this Indenture;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction, or by this Indenture, for the purpose of preserving the property subject to the lien of this Indenture or of discharging tax liens or other prior liens or encumbrances on the trust estate, if notice of such advance and of the circumstances surrounding the making thereof is given to the bondholders as

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provided in subsection (a), (b) and (c) of Section 10 of this Article with respect to advances by any trustee hereunder as such;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction as defined in this subsection (b);

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25(a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Company; or

(6) the acquisition, ownership, acceptance, or negotiation of any drafts, bills of exchange, acceptances, or obligations which fall within the classification of self-liquidating paper as defined in this subsection (b).

For the purpose of this section, the term "Company" shall include any other obligor upon the bonds.

For the purpose of this section, the term "cash transaction" shall mean any transaction in which full payment for goods or securities sold is made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand.

For the purpose of this section, the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of or a lien upon the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by any trustee hereunder simultaneously with the creation of the creditor relationship with the obligor arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation.

Section 9. (a) If the Trustee has or shall acquire any conflicting interest, as defined by subsection (d) of this section, it shall, within ninety days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign in the manner provided in this Indenture, such resignation to become effective upon the appointment of a successor trustee and such successor's acceptance of such appointment. The Company (as hereinafter in this section defined) covenants to take prompt steps to have a successor appointed in the manner provided in this Indenture.

(b) In the event that such trustee shall fail to comply with the foregoing provisions of subsection (a) of this section, such trustee shall, within ten days after the expiration of such ninety-day period, transmit notice of such failure to the bondholders in the manner and to the extent provided in subsection (c) of Section 10 of this Article with respect to reports pursuant to subsection (a) of said Section 10.

(c) Subject to the provisions of Section 3 of Article XVII hereof, any holder or registered owner of one or more of the bonds outstanding under this Indenture who has been a bona fide holder or registered owner of such bonds for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of such trustee, and the appointment of a successor, if such trustee

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fails, after written request therefor by such holder or owner, to comply with the provisions of subsection (a) of this section.

(d) Any trustee under this Indenture shall be deemed to have a conflicting interest if---

(1) such trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding unless such other indenture is a collateral trust indenture under which the only collateral consists of bonds issued under this Indenture;

(2) such trustee or any of its directors or executive officers is an obligor upon the bonds or an underwriter for the Company;

(3) such trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(4) such trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of the Company, or of an underwriter (other than such trustee itself) for the Company who is currently engaged in the business of underwriting, except that (A) one individual may be a director and/or an executive officer of such trustee and a director and/or an executive officer of the Company, but may not be at the same time an executive officer of both such trustee and the Company; (B) if and so long as the number of directors of the Company in office is more than nine, one additional individual may be a director and/or an executive officer of the Trustee and a director of the Company; and (C) such trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent, or depositary, or in any other similar capacity, or, subject to the provisions of paragraph (1) of this subsection, to act as trustee, whether under an indenture or otherwise;

(5) ten per centum or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner, or executive officer thereof, or twenty per centum or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or ten per centum or more of the voting securities of the Trustee is beneficially owned either by an underwriter for the Company or by any director, partner, or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) such trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter in this subsection defined, (A) five per centum or more of the voting securities, or ten per centum or more of any other class of security, of the Company, not including the bonds issued under this Indenture and securities issued under any other indenture under which such trustee is also trustee, or (B) ten per centum or more of any class of security of an underwriter for the Company;

(7) such trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter in this subsection defined, five per centum or more of the voting securities of any person who, to the knowledge of such trustee, owns ten per centum or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company;

(8) such trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter in this subsection defined, ten per centum or more of any class of security of any person who, to the knowledge of such trustee, owns fifty per centum or more of the voting securities of the Company; or

(9) such trustee owns, on May 15 in any calendar year, in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of twenty-five per centum or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under paragraph (6), (7), or (8) of this subsection. As to any such securities of which such trustee acquired ownership through becoming executor, administrator, or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply for a period of two years from the date of such acquisition, to the extent that such securities included in such estate do not exceed twenty-five per centum of such voting securities or twenty-five per centum of any such class of security. Promptly after May 15 in each calendar year, each trustee shall make a check of its or his holdings of such securities in any of the above-mentioned capacities as of such May 15. If the Company fails to make payment in full of principal or interest upon the bonds when and as the same become due and payable, and such failure continues for thirty days thereafter, each trustee shall make a prompt check of its or his holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such thirty-day period, and after such date, notwithstanding the foregoing provisions of this paragraph, all such securities so held by such trustee with sole or joint control over such securities vested in it or him, shall, but only so long as such failure shall continue, be considered as though beneficially owned by such trustee, for the purposes of paragraphs (6), (7), and (8) of this subsection (d).

The specification of percentages in paragraphs (5) to (9), inclusive, of this subsection shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of paragraph (3) or (7) of this subsection.

For the purposes of paragraphs (6), (7), (8), and (9) of this subsection only, (A) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies, or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (B) an obligation shall be deemed to be in default when a default in payment of principal shall have continued for thirty days or more, and shall not have been cured; and (C) any trustee hereunder shall not be deemed to be the owner or holder of (i) any security which it or he holds as collateral security (as trustee or otherwise) for an obligation which is not in default as above defined, or (ii) any security which it or he holds as collateral security under this Indenture, irrespective of any default hereunder, or (iii) any security which it or he holds as agent for collection, or as custodian, escrow agent, or depositary, or in any similar representative capacity.

The percentages of voting securities and other securities specified in this section shall be calculated in accordance with the following provisions:

(a) A specified percentage of the voting securities of the Trustee, the Company or any other person referred to in this section (each of whom is referred to as a "person" in this paragraph) means such amount of the outstanding voting securities of such person as entitles the holder or holders thereof to cast

such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(b) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(c) The term "amount," when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares, and the number of units if relating to any other kind of security.

(d) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

(1) Securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(2) Securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(3) Securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise;

(4) Securities held in escrow if placed in escrow by the issuer thereof;

Provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(e) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges, provided, however, that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes, and provided, further, that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

For the purpose of this section, the term "Company" shall include any other obligor upon the bonds.

The term "underwriter" when used with reference to the Company means every person, who, within three years prior to the time as of which the determination is made, has purchased from the Company with a view to, has sold for the Company in connection with, the distribution of any security of the Company outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

Section 10. (a) The Trustees shall transmit, within sixty days after December 31 in each year, beginning with the year 1946, to the bondholders

as hereinafter in this section provided, a brief report dated as of such December 31 with respect to---

(1) its eligibility and its qualifications under Sections 5 and 9 of this Article, or in lieu thereof, if to the best of its knowledge it has continued to be eligible and qualified under such sections, a written statement to such effect;

(2) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee as such which remain unpaid on the date of such report, and for the reimbursement of which it claims or may claim a lien or charge, prior to that of the bonds on the trust estate or on property or funds held or collected by it, as trustee, if such advances so remaining unpaid aggregate more than one-half of one per centum of the principal amount of the bonds outstanding on the date of such report;

(3) the amount, interest rate, and maturity date of all other indebtedness owing by the Company or any other obligor upon the bonds to the Trustee in its individual capacity on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in paragraph (2), (3), (4), or (6) of subsection (b) of Section 8 of this Article;

(4) the property and funds physically in the possession of the Trustee as such, or of a depositary for it, on the date of such report;

(5) any release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) which it has not previously reported, provided, however, that to the extent that the aggregate value as shown by the release papers of any or all of such released properties does not exceed an amount equal to one per centum of the principal amount of bonds then outstanding, the report need only indicate the number of such releases, the total value of property released as shown by the release papers, the aggregate amount of cash received and the aggregate value of property received in substitution therefor as shown by the release papers;

(6) any additional issue of bonds which it has not previously reported; and

(7) any action taken by the Trustee in the performance of its duties under this Indenture which it has not previously reported and which in its opinion materially affects the bonds or the trust estate.

(b) The Trustee shall transmit to the bondholders as hereinafter provided a brief report with respect to---

(1) the release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as set forth in the certificate or opinion required by Section 2 of Article VIII, is less than ten per centum of the principal amount of bonds outstanding at the time of such release, or such release and substitution, such report to be so transmitted within ninety days after such time; and

(2) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee as such since the date of the last report transmitted pursuant to the provisions of subsection (a) of this section (or if no such report has yet been so transmitted, since the date of execution of this Indenture) for

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the reimbursement of which it claims or may claim a lien or charge prior to that of the bonds on the trust estate or on property or funds held or collected by it, as trustee, and which it has not previously reported pursuant to this paragraph, if such advances remaining unpaid at any time aggregate more than ten per centum of the principal amount of bonds outstanding at such time, such report to be so transmitted within ninety days after such time.

(c) Reports pursuant to this section shall be transmitted by mail---

(1) to all registered holders of bonds, as the names and addresses of such holders appear upon the registration books of the Company;

(2) to such holders of bonds as have, within two years preceding such transmission, filed their names and addresses with the Trustee for that purpose; and

(3) except in the case of reports pursuant to subsection (b) of this section, to each bondholder whose name and address is preserved at the time by the Trustee, as provided in Section 13 of this Article.

(d) A copy of each such report shall, at the time of such transmission to bondholders, be filed by the Trustee with each stock exchange upon which the bonds are listed and also with any regulatory body having jurisdiction pursuant to the Trust Indenture Act of 1939.

(e) For the purpose of this section, all bonds which have been authenticated and delivered and not returned to the Trustee and cancelled, shall be deemed to be outstanding.

Section 11. In any proceeding brought by the Trustee hereunder, it shall be held to represent all the holders and registered owners of the bonds and it shall not be necessary to make such holders and owners parties to any such proceeding.

Section 12. Subject to the provisions of Sections 8 and 9 of this Article, the Trustee and any successor or successors, or any agent of the Company appointed for the purposes of Section 4 of Article III hereof or for any other purpose, may each acquire and hold bonds and coupons and otherwise deal with the Company in the same manner and to the same extent with like effect as though they were not trustees hereunder or as though they were not such agents.

Section 13. The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders and registered owners of bonds (i) contained in the most recent list furnished to it as provided in subsection (d) of Section 15 of Article III hereof, and (ii) if acting in the capacity of paying agent, received by it in such capacity. Such information may be inspected and copied by the holder or holders of twenty-five per centum (25%) or more in aggregate principal amount of bonds then outstanding hereunder or by his or their authorized agent, the ownership of such principal amount of bonds and the authority of any such agent having been evidenced to the satisfaction of the Trustee.

In the event this Indenture shall be qualified at any time hereafter under the Trust Indenture Act of 1939, then and only in such event the following provisions of this section shall be operative:

Within five business days after the receipt by the Trustee of a written application by any three or more bondholders stating that the applicants desire to communicate with other bondholders with respect to their rights under this Indenture or under the bonds, and accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, and by reasonable proof that each such applicant has owned one or more

bonds for a period of at least six months preceding the date of such application, the Trustee shall, at its election, either---

(1) afford to such applicants access to all information so furnished to or received by the Trustee and preserved by it as provided in the first paragraph of this section; or

(2) inform such applicants as to the approximate number of bondholders according to the most recent information so furnished to or received by the Trustee, and as to the approximate cost of mailing to such bondholders the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford to such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to all such bondholders copies of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision satisfactory to the Trustee for the payment, of the reasonable expenses of such mailing, unless within five days after such tender, the Trustee shall mail to such applicants, and file with the regulatory body having jurisdiction pursuant to the Trust Indenture Act of 1939, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the bondholders or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. After opportunity for hearing upon the objections specified in the written statement so filed, such regulatory body may, and if demanded by the Trustee or by such applicants shall, enter an order either sustaining one or more of such objections, or refusing to sustain any of them. If such regulatory body shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, such regulatory body shall find, after notice and opportunity for hearing, that all objections so sustained have been met and shall enter an order so declaring, the Trustee shall mail copies of such material to all such bondholders with reasonable promptness after the entry of such order and the renewal of such tender.

Each and every holder and registered owner of bonds and coupons, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee shall be held accountable by reason of the disclosure of any information as to the names and addresses of bondholders in accordance with the provisions of this section, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under this section.

Section 14. The Trustee hereby accepts the trusts hereunder and agrees to perform the same but only upon the terms and conditions provided in this Indenture.

Section 15. In any judicial proceeding to which the Company is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of owners of bonds outstanding hereunder, the Trustee may, and if so requested in writing by the holders and registered owners of not less than a majority in principal amount of the bonds then outstanding hereunder (determined as provided in Section 2 of Article XVII hereof) shall, intervene on behalf of the bondholders; provided, however, that the rights and obligations of the Trustee in respect of such intervention shall be subject to the approval of the court having jurisdiction in the premises.

ARTICLE XVI

SUPPLEMENTAL INDENTURES

Section 1. The Company, when authorized by resolution of its Board of Directors, and the Trustee, from time to time and at any time, subject to the restrictions in this Indenture contained, may, and when so required by this Indenture shall, enter into such indentures supplemental hereto, as may or shall by them be deemed necessary or desirable, for any one or more of the purposes hereinbefore provided for and/or for one or more of the following purposes:

(a) To correct the description of any property by this Indenture or by any supplemental indenture conveyed, mortgaged or pledged or intended so to be, or to assign, convey, mortgage, pledge, transfer and set over unto the Trustee, subject to such liens or other encumbrances as shall be therein specifically described, additional property or properties of the Company, for the equal and proportionate benefit and security, except as herein otherwise expressly provided, of the holders and registered owners of all bonds at any time issued and outstanding under this Indenture;

(b) To add other limitations, to be thereafter observed, to the limitations on the authorized issue and purposes of issue of the bonds which may be issued for any of the purposes specified in Article II; to specify definitive limitations on the total authorized issue of any series of bonds issued hereunder; or to add to the covenants or agreements of the Company for the protection of the bondholders and of the trust estate;

(c) To provide the terms and conditions of redemption, and/or for a special sinking fund or analogous fund for the retirement, of the bonds of any particular series then about to be issued;

(d) To provide additional or other restrictions and limitations upon the issue of any new series of bonds or additional covenants and undertakings of the Company with respect thereto;

(e) To provide the terms and conditions of the exchange of bonds of one series for bonds of another or other series, or as to the exchange of bonds of one denomination for bonds of another denomination, of the same series;

(f) To provide that the principal of the bonds of any particular series may be converted at the option of the holders into the capital stock or other bonds of the Company, and the terms and conditions of such conversion;

(g) To evidence the succession of another corporation to the Company, or successive successions, and the assumption by such successor corporation of the covenants and obligations of the Company under this Indenture;

(h) To set forth the form and substance of the bonds, other than Series A, and the terms, provisions and conditions thereof;

(i) To amend this Indenture by modifying, eliminating or amending any provision contained therein which is required by the Trust Indenture Act of 1939 (as approved August 3, 1939, and as in effect January 1, 1946) to be included in an indenture to be qualified under said Act so long as the Indenture, as so amended, shall comply with the provisions of said Act in effect at the time of any such amendment; to eliminate all such required provisions in the event said Act shall no longer be in effect; or to insert in this Indenture any provision which shall be required by the provisions of said Act then in effect; provided, however, that no such modification, elimination or amendment of any such provision

or provisions which would adversely affect any bonds theretofore issued and then outstanding under this Indenture shall be made;

(j) To change, alter, modify, vary or eliminate any of the terms, provisions, restrictions or conditions of this Indenture; provided, however, that any such changes, alterations, modifications, variations or eliminations made in a supplemental indenture pursuant to this subdivision (j) of this section shall be expressly stated in such supplemental indenture to become effective only with respect to bonds authenticated subsequent to the execution of such supplemental indenture; and provided, further, that no such changes, alterations, modifications, variations or eliminations which would adversely affect any bonds theretofore issued and then outstanding under this Indenture shall be made;

(k) For any other purpose not inconsistent with the terms of this Indenture and which shall not impair the security of the same, or for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provision contained in this Indenture or in any supplemental indenture.

Section 2. In each and every case provided for in this Article, the Trustee shall be entitled to exercise its uncontrolled discretion in determining whether or not any proposed supplemental indenture or any term or provision therein contained, is necessary or desirable, having in view the needs of the Company and the respective rights and interests of the holders and registered owners of bonds theretofore issued hereunder; and, subject to the provisions of Section 1 of Article XV hereof, the Trustee shall be under no responsibility or liability to the Company or to any holder or registered owner of any bond, or to anyone whatever, for any act or thing which they may do or decline to do in good faith, pursuant to the provisions of this Article in the exercise of such discretion.

Section 3. The Trustee is authorized to join with the Company in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder.

Any supplemental indenture executed in accordance with any of the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes, and, if deemed necessary or desirable by the Trustee, any of such terms or conditions may be set forth in reasonable and customary manner in the bonds of the particular series to which such supplemental indenture shall apply. In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the bonds of any series issued thereafter, if deemed necessary or desirable by the Trustee.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

Section 1. Each certificate or opinion provided for in this Indenture delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Indenture shall include (1) a statement that the person making such certificate or opinion has read such covenant or condition; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and (4) a statement as to

whether or not, in the opinion of such person, such condition or covenant has been complied with.

Each certificate or opinion of an independent engineer or independent public accountant provided for in this Indenture delivered to the Trustee shall also state that such engineer or accountant, as the case may be, is in fact independent and is not a director, officer or employee of, or under retainer by, the Company or any affiliate of the Company (as defined in Section 3 of Article II hereof).

Section 2. For the purposes of Sections 8 and 14 of Article III, Section 2 of Article IX, Sections 4, 7, and 12 of Article X, Section 15 of Article XV, and Section 3 of this Article, in determining whether the holders and registered owners of the required principal amount of bonds outstanding under this Indenture have concurred in any direction or objection, bonds owned by the Company or any other obligor upon the bonds, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or such other obligor, shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction or shall take cognizance of such objection, only bonds which such Trustee knows are so owned shall be so disregarded.

Section 3. All parties to this Indenture agree, and each holder or registered owner of any bond by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against any trustee under this Indenture for any action taken or omitted by such trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this section shall not apply to any suit instituted by any such trustee, to any suit instituted by any bondholder, or group of bondholders, holding in the aggregate more than ten per centum in principal amount of the bonds outstanding (determined as provided in Section 2 of this Article), or to any suit instituted by any bondholder for the enforcement of the payment of the principal of or interest on any bond, on or after the respective due dates expressed in such bond.

Section 4. In case any provision of this Indenture limits, qualifies or conflicts with another provision hereof which is required to be included in an indenture to be qualified under the Trust Indenture Act of 1939 by any of Sections 310 to 317, inclusive, of such Act, such required provision shall control. The "Trust Indenture Act of 1939," as used in this Indenture means the Trust Indenture Act of 1939 as approved August 3, 1939, and as in effect on January 1, 1946.

Section 5. All the covenants, stipulations and agreements in this Indenture contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders and registered owners from time to time of the bonds and of the coupons hereby secured.

The provisions of the Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Eighteenth, Twenty-first, Twenty-second, Twenty-fourth, Twenty-fifth, Twenty-sixth, Twenty-seventh, Twenty-eighth, Thirtieth and Thirty-first Supplemental Indentures shall extend to and shall bind and apply to and inure to the benefit of the successors and assigns of the respective parties thereto.

Whenever in this Indenture any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all of the covenants, promises and agreements in this Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not; but the provisions of this

paragraph shall not be deemed to subject to the lien hereof the property of any successor corporation not acquired from the Company and not then subject to the lien hereof, unless it shall have expressly agreed that such shall be the case, in the manner provided in Article XIV hereof.

In case any one or more of the provisions contained in this Indenture, or in the bonds or coupons issued hereunder shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

The headings of the different Articles of this Indenture are inserted for convenience of reference, and are not to be taken to be any part of these provisions, nor to control or affect the meaning, construction or effect of the same.

This Indenture and the First through Thirty-first Supplemental Indentures 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, said UtiliCorp United Inc. has caused this instrument to be executed in its corporate name by its President or a Vice-President and its corporate seal to be hereunto affixed and to be attested by its Secretary or an Assistant Secretary, and said Commerce Bank of Kansas City, N.A., to evidence its acceptance of the trust hereby created, has caused this instrument to be executed in its corporate name by its President or a Vice-President assigned to the Trust Division and its corporate seal to be hereunto affixed and to be attested by its Secretary or an Assistant Secretary, in several counterparts, on the 3rd day of March, 1986, all as of the day and year first above written.

UTILICORP UNITED INC.

[SEAL]

By Richard Green Jr
President
RICHARD GREEN JR.

ATTEST:

Roger K. Sallee
Secretary
ROGER K. SALLEE

Executed, signed and delivered by
UTILICORP UNITED INC. in the presence of:

James R. Hatfield

Jennifer L. Hoth

Witnesses

COMMERCE BANK OF KANSAS CITY, N.A.

[SEAL]

By:
Senior Vice-President.
STEPHEN I. SWETT

ATTEST:

Assistant Secretary
WILLIAM EKEY

Executed, signed and delivered by
COMMERCE BANK OF KANSAS CITY, N.A.
in the presence of:

Witnesses

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 3rd day of March, 1986, before me appeared RICHARD GREEN JR., to me personally known, who, being by me duly sworn, did say that he is President of UTILICORP UNITED INC., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said company, and that said instrument was signed and sealed in behalf of said company by authority of its Board of Directors, and said RICHARD GREEN JR. acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of March, 1986.

Denise D. Hoenshell
Notary Public

My Commission Expires:
DENISE D. HOENSHELL
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires March 28, 1989

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 3rd day of March, 1986, before me appeared Stephen I. Swett, to me personally known, who being by me duly sworn, did say that he is a Senior Vice-President assigned to the Trust Division of COMMERCE BANK OF KANSAS CITY, N.A., a national banking association organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the corporate seal of said company, and that said instrument was signed and sealed in behalf of said company by authority of its Board of Directors, and said Stephen I. Swett acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of March, 1986.

Georgia Serrone
Notary Public

My Commission Expires:
GEORGIA SERRONE
Notary Public, State of Missouri
Commissioned in Jackson County
My Commission Expires February 20, 1988

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APPENDIX A

(1) Fourth Supplemental Indenture

Section 1. The Company hereby adopts as its own said Indenture of Mortgage or Deed of Trust (herein called the "Indenture") dated January 1, 1946 (but actually executed April 25, 1946), said Supplemental Indenture dated September 1, 1946 (but actually executed August 27, 1946), said Second Supplemental Indenture dated January 1, 1948 (but actually executed June 16, 1948), and said Third Supplemental Indenture dated January 1, 1949 (but actually executed April 12, 1949), (herein referred to collectively as "Supplemental Indentures"), heretofore executed and delivered by said Missouri Public Service Corporation (the Delaware corporation) to Commerce Trust Company, as Trustee; and hereby assumes and agrees to pay the principal of and the interest on all the bonds heretofore issued and which shall hereafter be issued under and secured by the Indenture and all indentures supplemental thereto in accordance with the provisions of said bonds and the coupons appertaining thereto and of the Indenture and all indentures supplemental thereto; and hereby assumes and agrees to perform and fulfill all the terms, covenants and conditions of the Indenture and the Supplemental Indentures binding upon and to be kept and performed by said Missouri Public Service Corporation (the Delaware corporation).

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(2) Tenth Supplemental Indenture (Series J Bonds)

No._____ $_____

(Form of Registered Bond Without Coupons of Series J)

MISSOURI PUBLIC SERVICE COMPANY

First Mortgage Bond, Series J

Due February 1, 1987

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ _____ Dollars on the first day of February, 1987, and to pay to the registered owner interest on said sum from the date hereof, at the rate of four and three-quarters per centum (4 3/4%) per annum, payable half-yearly on the first day of February and the first day of August in each year, the first installment of interest being payable on August 1, 1957, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the registered owner, in like coin or currency at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, the Ninth Supplemental Indenture dated as of June 1, 1955, and the Tenth Supplemental Indenture (hereinafter referred to as "Tenth Supplemental Indenture") dated as of February 1, 1957, executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any or all of the bonds of Series J, of which this is one, may be redeemed at any time and from time to time at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture,

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption and, if redeemed prior to February 1, 1986, a premium equal to a percentage of the principal amount thereof as follows:

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If redeemed during the twelve months' period ending January 31,

1958	4 3/4%	1974	2 %
1959	4 3/4%	1975	1 3/4%
1960	4 3/4%	1976	1 1/2%
1961	4 3/4%	1977	1 1/4%
1962	4 3/4%	1978	1 1/8%
1963	4 3/4%	1979	1 %
1964	4 1/2%	1980	7/8%
1965	4 1/4%	1981	3/4%
1966	4 %	1982	5/8%
1967	3 3/4%	1983	1/2%
1968	3 1/2%	1984	3/8%
1969	3 1/4%	1985	1/4%
1970	3 %	1986	1/8%
1971	2 3/4%	and thereafter without premium;	
1972	2 1/2%		
1973	2 1/4%		

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of the Tenth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas, or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series J, of which this is one, may be redeemed at any time prior to February 1, 1962, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. Registered bonds without coupons of this series and coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19__.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

Trustee's Certificate

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

COMMERCE TRUST COMPANY,
As Trustee

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series J at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $5,000,000. Each bond of Series J shall be designated "First Mortgage Bond, Series J". The bonds of Series J and the coupons thereof shall be substantially in the forms hereinbefore recited, respectively. Each coupon bond of said series shall be dated February 1, 1957, and each registered bond without coupons of said series, if any be issued, shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof to which interest was paid, in which event it shall be dated February 1, 1957, shall be due and payable February 1, 1987, shall bear interest from February 1, 1957 in the case of coupon bonds, and from the date thereof, in the case of registered bonds without coupons, at the rate of four and three-quarters per centum (4 3/4%) per annum payable half-yearly on the first day of February and the first day of August in each year, the first installment of interest being payable on August 1, 1957; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the holder or registered owner, in like coin or currency, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York.

Any or all of the bonds of Series J shall be redeemable at any time and from time to time, at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture,

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption and, if redeemed prior to February 1, 1986, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending January 31,

1958	4 3/4%	1974	2 %
1959	4 3/4%	1975	1 3/4%
1960	4 3/4%	1976	1 1/2%
1961	4 3/4%	1977	1 1/4%
1962	4 3/4%	1978	1 1/8%
1963	4 3/4%	1979	1 %
1964	4 1/2%	1980	7/8%
1965	4 1/4%	1981	3/4%
1966	4 %	1982	5/8%
1967	3 3/4%	1983	1/2%
1968	3 1/2%	1984	3/8%
1969	3 1/4%	1985	1/4%
1970	3 %	1986	1/8%
1971	2 3/4%	and thereafter without premium;	
1972	2 1/2%		
1973	2 1/4%		

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of this Tenth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas, or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series J may be redeemed at any time prior to February 1, 1962, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company.

Section 2: The Company covenants and agrees subject to the terms and provisions of this Section, that, so long as any bonds of Series J shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will

(a) retire, through purchase, payment or redemption, during the calendar year 1958 and during each calendar year thereafter, so long as any bonds of Series J shall be outstanding under the Indenture, a principal amount of bonds of Series J at least equal to one per centum (1%) of the greatest principal amount of bonds of Series J outstanding under the Indenture at any time (determined as in this Section provided) between the end of such calendar year and January 31, 1957; or

(b) in lieu of the retirement of all or any portion of the principal amount of bonds of Series J required by subdivision (a) hereof to be retired in any such calendar year, make net expenditures for bondable property (as those terms are defined in Section 3 of Article II of the Indenture) upon which the Indenture is a first lien, subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in said Section 3), in an amount equal to $1,666.67 for each $1,000 in principal amount of bonds in lieu of the retirement of which such net expenditures are made; or

(c) pay to the Trustee in cash on or before the first day of April next succeeding the close of such calendar year as debt retirement fund moneys a sum equal to the principal amount of bonds

of Series J required by subdivision (a) hereof to be retired which the Company shall have failed to retire during such calendar year or in lieu of the retirement of which the Company shall not have made net expenditures for bondable property as provided in subdivision (b) hereof.

If in any such calendar year the total of the principal amount of bonds of Series J retired through purchase, payment or redemption and/or the amount of net expenditures made for such bondable property shall be in excess of the amount by this Section required for such year, the Company shall be entitled to be credited to the extent of such excess on account of the requirements of this Section in any subsequent calendar year or years; provided, however, that no retirement of bonds or net expenditures for bondable property which shall have been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Tenth Supplemental Indentures, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture, or which shall have been made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or which shall have been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or with any other provision of the Indenture on the First through the Tenth Supplemental Indentures, shall be certified or be applied for the purpose of complying with this Section or for the purpose of withdrawing any moneys paid to the Trustee pursuant to this Section. Subject to the foregoing provisions of this paragraph, any such retirement of bonds of Series J made prior to the calendar year 1958 and/or net expenditures for such bondable property made prior to the calendar year 1958, may be certified to comply with the requirements of this Section for the calendar year 1958 or for any calendar year or years subsequent thereto.

In determining, for the purposes of this Section, the principal amount of bonds of Series J outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then owned by the Company and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee; and "the greatest principal amount of bonds of Series J outstanding under the Indenture at any time" during any period shall mean the greatest principal amount of such bonds outstanding, as shown by the Trustee's records, at the close of business on any day in such period after making the foregoing exclusions.

On or before the first day of April in each year beginning with the calendar year 1959, so long as any bonds of Series J shall be outstanding, the Company shall deliver to the Trustee a certificate, signed in the name of the Company by its President or a Vice President and by its Treasurer or an Assistant Treasurer (i) showing in reasonable detail (1) the greatest principal amount of bonds of Series J outstanding under the Indenture at any time during the period between the end of the preceding calendar year and January 31, 1957, determined in accordance with the provisions of this Section, (2) the principal amount of bonds of Series J retired, through purchase, payment or redemption, during the preceding calendar year, and/or the amount of net expenditures for such bondable property made during such calendar year, which the Company desires to have applied to the requirements of this Section for such year, and (3) such excess amounts, if any, of bonds of Series J so retired and/or net expenditures for such bondable property made, in any preceding calendar year or years, which the Company desires to have applied to the requirements of this Section for the calendar year next preceding the date of such certificate, and (ii) stating that none of the such bonds of Series J and none of such expenditures for such bondable property desired by the Company to be applied to the requirements of this Section for such next preceding calendar year has theretofore been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Tenth Supplemental Indentures, or has

been retired or made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture or has been retired or made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or has been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Tenth Supplemental Indentures. If the retirements of bonds of Series J and the net expenditures for such bondable property recited in such certificate for the purpose of complying with this Section are insufficient to meet the requirements of this Section for such calendar year and the Company shall not be entitled, on account of excess retirements of bonds of Series J or net expenditures for such bondable property made in one or more preceding years, to take credit for such calendar year in the amount of the deficiency, the Company shall pay in cash to the Trustee, concurrently with the delivery of such certificate, the amount of any such deficiency which may be required to comply with the above subdivision (c) of this Section.

At the option of the Company any moneys paid to the Trustee under the provisions of this Section shall, upon the written request of the Company, signed in its name by its President or a Vice President, (1) be applied by the Trustee to the purchase in the open market of bonds of Series J, at not exceeding the redemption price specified in clause (a) of Section 1 of this Tenth Supplemental Indenture, or to the redemption of bonds of Series J, at the principal amount thereof and accrued interest thereon to the date of redemption, or (2) be paid to or upon the order of the Company to the extent of the principal amount of bonds of Series J purchased or paid by the Company and delivered to the Trustee, cancelled or for cancellation, and/or (3) be paid to the Company to reimburse it for, and to the extent of sixty per centum (60%) of, net expenditures for such bondable property made by it; PROVIDED, HOWEVER, that so long as any bonds of Series J shall be outstanding, any such moneys remaining in the hands of the Trustee at the end of three years from the date of the receipt of the same by the Trustee shall not be paid to the Company pursuant to (2) or (3) above, but shall be applied by the Trustee to the purchase or redemption of bonds or Series J as provided in (1) above, except that, unless requested to do so by a writing signed by the President or a Vice President of the Company, the Trustee shall not apply such moneys remaining in its hands to the redemption of bonds of Series J until the aggregate amount of such moneys shall be sufficient to redeem not less than $10,000 principal amount of such bonds. The requisite showing of facts entitling the Company to have paid to it any moneys under the provisions of this Section shall be made by a certificate signed by the President or a Vice President of the Company and by its Treasurer or an Assistant Treasurer and delivered to the Trustee.

No retirement of bonds or net expenditures for such bondable property certified or applied to comply with the requirements of this Section or made out of moneys deposited with the Trustee under the provisions of this Section or used as a basis for the withdrawal of any such moneys shall be certified to comply with the provisions of Section 1 of Article VII of the Indenture or be available as a basis for the authentication of bonds or the withdrawal of deposited cash or any other moneys or the release of property under, or to comply with, any provision of the Indenture.

Any and all bonds of Series J, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the provisions of this Section, together with all unmatured coupons appertaining thereto, shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and cremated by the Trustee (if not theretofore cancelled and cremated). All other bonds of Series J received by the Trustee pursuant to any provision of this Section, together with all unmatured coupons appertaining to such bonds, shall thereupon be cancelled and cremated by the Trustee.

Upon the purchase or redemption by the Trustee of any bonds of Series J pursuant to the provisions of this Section:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all bonds of Series J so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the bonds of Series J purchased or redeemed.

(b) The Trustee shall, upon the written request of the Company, signed in its name by its President or a Vice President, pay to or upon the order of the Company, from any moneys deposited with the Trustee under this Section, an amount equal to the amount by which the aggregate principal amount of bonds of Series J purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such bonds of Series J.

Section 3. [Intentionally omitted.]

Section 4. Article III of the Indenture dated as of January 1, 1946, is hereby amended, effective upon execution and delivery of this Tenth Supplemental Indenture, by adding a new section to be known and designated as Section 17B and to provide as follows, to-wit:

"Section 17B. That, so long as any of the Bonds of Series J are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1956, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1956, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1956,

will not be in excess of the sum of $750,000 plus the net income of the Company for the period from January 1, 1957 to the date of such dividend, distribution, purchase or other acquisition."

Section 5. [Intentionally omitted.]

(3) Eleventh Supplemental Indenture (Series K Bonds)

(Form of Registered Bond Without Coupons of Series K)

No._____ $_____

MISSOURI PUBLIC SERVICE COMPANY

First Mortgage Bond, Series K

Due September 1, 1987

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the first day of September, 1987, and to pay to the registered owner interest on said sum from the date hereof, at the rate of five and three-eighths per centum (5.38%) per annum, payable half-yearly on the first day of March and the first day of September in each year, the first installment of interest being payable on March 1, 1958, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the registered owner, in like coin or currency at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, and the Eleventh Supplemental Indenture (hereinafter referred to as "Eleventh Supplemental Indenture") dated as of September 1, 1957, executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any or all of the bonds of Series K, of which this is one, may be redeemed at any time and from time to time at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture,

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption and, if redeemed prior to September 1, 1985, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending August 31,

1958	7.00%	1973	3.25%
1959	6.75%	1974	3.00%
1960	6.50%	1975	2.75%
1961	6.25%	1976	2.50%
1962	6.00%	1977	2.25%
1963	5.75%	1978	2.00%
1964	5.50%	1979	1.75%
1965	5.25%	1980	1.50%
1966	5.00%	1981	1.25%
1967	4.75%	1982	1.00%
1968	4.50%	1983	0.75%
1969	4.25%	1984	0.50%
1970	4.00%	1985	0.25%
1971	3.75%	and thereafter	
1972	3.50%	without premium;	

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of the Eleventh Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series K, of which this is one, may be redeemed at any time prior to September 1, 1967, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. Registered bonds without coupons of this series and coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19___.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

Trustee's Certificate

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

COMMERCE TRUST COMPANY,
As Trustee

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series K at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $6,000,000. Each bond of Series K shall be designated "First Mortgage Bond, Series K". The bonds of Series K and the coupons thereof shall be substantially in the forms hereinbefore recited, respectively. Each coupon bond of said series shall be dated September 1, 1957, and each registered bond without coupons of said series, if any be issued, shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof to which interest was paid, in which event it shall be dated September 1, 1957, shall be due and payable September 1, 1987, shall bear interest from September 1, 1957 in the case of coupon bonds, and from the date thereof, in the case of registered bonds without coupons, at the rate of five and three-eighths per centum (5.38%) per annum payable half-yearly on the first day of March and the first day of September in each year, the first installment of interest being payable on March 1, 1958; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or at the option of the holder or registered owner, in like coin or currency, at the option of the holder or registered owner, in like coin or currency, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York.

Any or all of the bonds of Series K shall be redeemable at any time and from time to time, at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture,

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereof to the date of

redemption and, if redeemed prior to September 1, 1985, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending August 31,

1958	7.00%	1973	3.25%
1959	6.75%	1974	3.00%
1960	6.50%	1975	2.75%
1961	6.25%	1976	2.50%
1962	6.00%	1977	2.25%
1963	5.75%	1978	2.00%
1964	5.50%	1979	1.75%
1965	5.25%	1980	1.50%
1966	5.00%	1981	1.25%
1967	4.75%	1982	1.00%
1968	4.50%	1983	.75%
1969	4.25%	1984	.50%
1970	4.00%	1985	.25%
1971	3.75%	and thereafter	without premium;
1972	3.50%		

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of this Eleventh Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas, or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series K may be redeemed at any time prior to September 1, 1967, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company.

Section 2: The Company covenants and agrees subject to the terms and provisions of this Section, that, so long as any bonds of Series K shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will

(a) retire, through purchase, payment or redemption, during the calendar year 1958 and during each calendar year thereafter, so long as any bonds of Series K shall be outstanding under the Indenture, a principal amount of bonds of Series K at least equal to one per centum (1%) of the greatest principal amount of bonds of Series K outstanding under the Indenture at any time (determined as in this Section provided) between the end of such calendar year and August 31, 1957; or

(b) in lieu of the retirement of all or any portion of the principal amount of bonds of Series K required by subdivision (a) hereof to be retired in any such calendar year, make net expenditures for bondable property (as those terms are defined in Section 3 of Article II of the Indenture) upon which the Indenture is a first lien, subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in said Section 3, in an amount equal to $1,666.67 for each $1,000 in principal amount of bonds in lieu of the retirement of which such net expenditures are made; or

(c) pay to the Trustee in cash on or before the first day of April next succeeding the close of such calendar year as debt retirement fund moneys a sum equal to the principal amount of Series K required by subdivision (a) hereof to be retired which the Company shall have failed to retire during such calendar year or in lieu of the retirement of which the Company shall not have made net expenditures for bondable property as provided in subdivision (b) hereof.

If in any such calendar year the total of the principal amount of bonds of Series K retired through purchase, payment or redemption and/or the amount of net expenditures made for such bondable property shall be in excess of the amount by this Section required for such year, the Company shall be entitled to be credited to the extent of such excess on account of the requirements of this Section in any subsequent calendar year or years; provided, however, that no retirement of bonds or net expenditures for bondable property which shall have been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture, or the First through the Eleventh Supplemental Indentures, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture, or which shall have been made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or which shall have been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or the First through the Eleventh Supplemental Indentures, shall be certified or be applied for the purpose of complying with this Section or for the purpose of withdrawing any moneys paid to the Trustee pursuant to this Section. Subject to the foregoing provisions of this paragraph, any such retirement of bonds of Series K made prior to the calendar year 1958 and/or net expenditures for such bondable property made prior to the calendar year 1958, may be certified to comply with the requirements of this Section for the calendar year 1958 or for any calendar year or years subsequent thereto.

In determining, for the purposes of this Section, the principal amount of bonds of Series K outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then owned by the Company and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee; and "the greatest principal amount of bonds of Series K outstanding under the Indenture at any time" during any period shall mean the greatest principal amount of such bonds outstanding, as shown by the Trustee's records, at the close of business on any day in such period after making the foregoing exclusions.

On or before the first day of April in each year beginning with the calendar year 1959, so long as any bonds of Series K shall be outstanding, the Company shall deliver to the Trustee a certificate, signed in the name of the Company by its President or a Vice President and by its Treasurer or an Assistant Treasurer (i) showing in reasonable detail (1) the greatest principal amount of bonds of Series K outstanding under the Indenture at any time during the period between the end of the preceding calendar year and August 31, 1957, determined in accordance with the provisions of this Section, (2) the principal amount of bonds of Series K retired, through purchase, payment or redemption, during the preceding calendar year, and/or the amount of net expenditures for such bondable property made during such calendar year, which the Company desires to have applied to the requirements of this Section for such year, and (3) such excess amounts, if any, of bond of Series K so retired and/or net expenditures for such bondable property made, in any preceding calendar year or years, which the Company desires to have applied to the requirements of this Section for the calendar year next preceding the date of such certificate, and (ii) stating that none of the such bonds of Series K and none of such expenditures for such bondable property desired by the Company to be applied to the requirements of this Section for such next preceding calendar year has theretofore been made the basis for the authentication of bonds or the release of property or the

withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Eleventh Supplemental Indentures, or has been retired or made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture or has been retired or made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or has been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Eleventh Supplemental Indentures. If the retirements of bonds of Series K and the net expenditures for such bondable property recited in such certificate for the purpose of complying with this Section are insufficient to meet the requirements of this Section for such calendar year and the Company shall not be entitled, on account of excess retirements of bonds of Series K or net expenditures for such bondable property made in one or more preceding years, to take credit for such calendar year in the amount of the deficiency, the Company shall pay in cash to the Trustee, concurrently with the delivery of such certificate, the amount of any such deficiency which may be required to comply with the above subdivision (c) of this Section.

At the option of the Company any moneys paid to the Trustee under the provisions of this Section shall, upon the written request of the Company, signed in its name by its President or a Vice President, (1) be applied by the Trustee to the purchase in the open market of bonds of Series K, at not exceeding the redemption price specified in clause (a) of Section 1 of this Eleventh Supplemental Indenture, or to the redemption of bonds of Series K, at the principal amount thereof and accrued interest thereon to the date of redemption, or (2) be paid to or upon the order of the Company to the extent of the principal amount of bonds of Series K purchased or paid by the Company and delivered to the Trustee, cancelled or for cancellation, and/or (3) be paid to the Company to reimburse it for, and to the extent of sixty per centum (60%) of, net expenditures for such bondable property made by it; PROVIDED, HOWEVER, that so long as any bonds of Series K shall be outstanding, any such moneys remaining in the hands of the Trustee at the end of three years from the date of the receipt of the same by the Trustee shall not be paid to the Company pursuant to (2) or (3) above, but shall be applied by the Trustee to the purchase or redemption of bonds of Series K as provided in (1) above, except that, unless requested to do so by a writing signed by the President or a Vice President of the Company, the Trustee shall not apply such moneys remaining in its hands to the redemption of bonds of Series K until the aggregate amount of such moneys shall be sufficient to redeem not less than $10,000 principal amount of such bonds. The requisite showing of facts entitling the Company to have paid to it any moneys under the provisions of this Section shall be made by a certificate signed by the President or a Vice President of the Company and by its Treasurer or an Assistant Treasurer and delivered to the Trustee.

No retirement of bonds or net expenditures for such bondable property certified or applied to comply with the requirements of this Section or made out of moneys deposited with the Trustee under the provisions of this Section or used as a basis for the withdrawal of any such moneys shall thereafter be certified to comply with the provisions of Section 1 of Article VII of the Indenture or be available as a basis for the authentication of bonds or the withdrawal of deposited cash or any other moneys or the release of property under, or to comply with, any provision of the Indenture or the First through the Eleventh Supplemental Indentures.

Any and all bonds of Series K, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the provisions of this Section, together with all unmatured coupons appertaining thereto, shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and cremated by the Trustee (if not theretofore cancelled and cremated). All other bonds of Series K received by the Trustee pursuant to any provision of this Section, together with all unmatured coupons appertaining to such bonds, shall thereupon be cancelled and cremated by the Trustee.

Upon the purchase or redemption by the Trustee of any bonds of Series K pursuant to the provisions of this Section:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all bonds of Series K so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the bonds of Series K purchased or redeemed.

(b) The Trustee shall, upon the written request of the Company, signed in its name by its President or a Vice President, pay to or upon the order of the Company, from any moneys deposited with the Trustee under this Section, an amount equal to the amount by which the aggregate principal amount of bonds of Series K purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such bonds of Series K.

Section 3. [Intentionally omitted.]

Section 4. Article III of the Indenture dated as of January 1, 1946, is hereby amended, effective upon execution and delivery of this Eleventh Supplemental Indenture, by adding a new section be known and designated as Section 17C and to provide as follows, to wit:

"Section 17C. That, so long as any of the Bonds of Series K are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1956, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1956, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1956,

will not be in excess of the sum of $750,000 plus the net income of the Company for the period from January 1, 1957 to the date of such dividend, distribution, purchase or other acquisition."

Section 5. [Intentionally omitted.]

(4) Twelfth Supplemental Indenture (Series L Bonds)

(Form of Registered Bond Without Coupons of Series L)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

First Mortgage Bond, Series L

Due April 1, 1989

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the first day of April, 1989, and to pay to the registered owner interest on said sum from the date hereof, at the rate of four and ninety one-hundredths per centum (4.90%) per annum, payable half-yearly on the first day of April and the first day of October in each year, the first installment of interest being payable on October 1, 1959, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the registered owner, in like coin or currency at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, and the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957 and the Twelfth Supplemental Indenture (hereinafter referred to as "Twelfth Supplemental Indenture") dated as of April 1, 1959, executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any or all of the bonds of Series L, of which this is one, may be redeemed at any time and from time to time at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in the Twelfth Supplemental Indenture),

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of

redemption and, if redeemed prior to April 1, 1988, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending March 31,

1960.....5.00%	1976.....2.24%
1961.....4.83%	1977.....2.07%
1962.....4.66%	1978.....1.90%
1963.....4.48%	1979.....1.72%
1964.....4.31%	1980.....1.55%
1965.....4.14%	1981.....1.38%
1966.....3.97%	1982.....1.21%
1967.....3.79%	1983.....1.03%
1968.....3.62%	1984.....0.86%
1969.....3.45%	1985.....0.69%
1970.....3.28%	1986.....0.52%
1971.....3.10%	1987.....0.34%
1972.....2.93%	1988.....0.17%
1973.....2.76%	and thereafter
1974.....2.59%	without premium;
1975.....2.41%	

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of the Twelfth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series L, of which this is one, may be redeemed at any time prior to April 1, 1964, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than 4.90% per annum. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. Registered bonds without coupons of this series and coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the

Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19__.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Trustee's Certificate)

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

COMMERCE TRUST COMPANY,
As Trustee

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series L at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $10,000,000. Each bond of Series L shall be designated "First Mortgage Bond, Series L." The bonds of Series L and the coupons thereof shall be substantially in the forms hereinbefore recited, respectively. Each coupon bond of said series shall be dated April 1, 1959, and each registered bond without coupons of said series, if any be issued, shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof to which interest was paid, in which event it shall be dated April 1, 1959, shall be due and payable April 1, 1989, shall bear interest from April 1, 1959 in the case of coupon bonds, and from the date thereof, in the case of registered bonds without coupons, at the rate of four and ninety one-hundredths per centum (4.90%) per annum payable half-yearly on the first day of April and the first day of October in each year, the first installment of interest being payable on October 1, 1959; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the holder or registered owner, in like coin or currency, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York.

Any or all of the bonds of Series L shall be redeemable at any time and from time to time, at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the

effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of this Twelfth Supplemental Indenture),

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption and, if redeemed prior to April 1, 1988, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending March 31,

1960.....5.00%	1976.....2.24%
1961.....4.83%	1977.....2.07%
1962.....4.66%	1978.....1.90%
1963.....4.48%	1979.....1.72%
1964.....4.31%	1980.....1.55%
1965.....4.14%	1981.....1.38%
1966.....3.97%	1982.....1.21%
1967.....3.79%	1983.....1.03%
1968.....3.62%	1984.....0.86%
1969.....3.45%	1985.....0.69%
1970.....3.28%	1986.....0.52%
1971.....3.10%	1987.....0.34%
1972.....2.93%	1988.....0.17%
1973.....2.76%	and thereafter
1974.....2.59%	without premium;
1975.....2.41%	

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of this Twelfth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series L may be redeemed at any time prior to April 1, 1964, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than 4.90% per annum.

Section 2. The Company covenants and agrees subject to the terms and provisions of this Section and Section 3 of this Twelfth Supplemental Indenture, that, so long as any bonds of Series L shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will

(a) retire, through purchase, payment or redemption, during the calendar year 1960 and during each calendar year thereafter, so long as any bonds of Series L shall be outstanding under the Indenture, a principal amount of bonds of Series L at least equal to one per centum (1%) of the greatest principal amount of bonds of Series L outstanding under the Indenture at any time (determined as in this Section provided) between the end of such calendar year and March 31, 1959; or

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(b) in lieu of the retirement of all or any portion of the principal amount of bonds of Series L required by subdivision (a) hereof to be retired in any such calendar year, make net expenditures for bondable property (as those terms are defined in Section 3 of Article II of the Indenture) upon which the Indenture is a first lien, subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in said Section 3), in an amount equal to $1,666.67 for each $1,000 in principal amount of bonds in lieu of the retirement of which such net expenditures are made; or

(c) pay to the Trustee in cash on or before the first day of April next succeeding the close of such calendar year as debt retirement fund moneys a sum equal to the principal amount of bonds of Series L required by subdivision (a) hereof to be retired which the Company shall have failed to retire during such calendar year or in lieu of the retirement of which the Company shall not have made net expenditures for bondable property as provided in subdivision (b) hereof.

If in any such calendar year the total of the principal amount of bonds of Series L retired through purchase, payment or redemption and/or the amount of net expenditures made for such bondable property shall be in excess of the amount by this Section required for such year, the Company shall be entitled to be credited to the extent of such excess on account of the requirements of this Section in any subsequent calendar year or years; provided, however, that no retirement of bonds or net expenditures for bondable property which shall have been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Twelfth Supplemental Indentures, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture, or which shall have been made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or which shall have been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Twelfth Supplemental Indentures, shall be certified or be applied for the purpose of complying with this Section or for the purpose of withdrawing any moneys paid to the Trustee pursuant to this Section. Subject to the foregoing provisions of this paragraph, any such retirement of bonds of Series L made prior to the calendar year 1960 and/or net expenditures for such bondable property made prior to the calendar year 1960, may be certified to comply with the requirements of this Section for the calendar year 1960 or for any calendar year or years subsequent thereto.

In determining, for the purposes of this Section, the principal amount of bonds of Series L outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then owned by the Company and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee; and "the greatest principal amount of bonds of Series L outstanding under the Indenture at any time" during any period shall mean the greatest principal amount of such bonds outstanding, as shown by the Trustee's records, at the close of business on any day in such period after making the foregoing exclusions.

On or before the first day of April in each year beginning with the calendar year 1961, so long as any bonds of Series L shall be outstanding, the Company shall deliver to the Trustee a certificate, signed in the name of the Company by its President or a Vice President and by its Treasurer or an Assistant Treasurer (i) showing in reasonable detail (1) the greatest principal amount of bonds of Series L outstanding under the Indenture at any time during the period between the end of the preceding calendar year and March 31, 1959, determined in accordance with the provisions of this Section, (2) the principal amount of bonds of Series L retired, through

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purchase, payment or redemption, during the preceding calendar year, and/or the amount of net expenditures for such bondable property made during such calendar year, which the Company desires to have applied to the requirements of this Section for such year, and (3) such excess amounts, if any, of bonds of Series L so retired and/or net expenditures for such bondable property made, in any preceding calendar year or years, which the Company desires to have applied to the requirements of this Section for the calendar year next preceding the date of such certificate, and (ii) stating that none of the such bonds of Series L and none of such expenditures for such bondable property desired by the Company to be applied to the requirements of this Section for such next preceding calendar year has theretofore been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Twelfth Supplemental Indentures, or has been retired or made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture or has been retired or made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or has been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or the First through the Twelfth Supplemental Indentures. If the retirements of bonds of Series L and the net expenditures for such bondable property recited in such certificate for the purpose of complying with this Section are insufficient to meet the requirements of this Section for such calendar year and the Company shall not be entitled, on account of excess retirements of bonds of Series L or net expenditures for such bondable property made in one or more preceding years, to take credit for such calendar year in the amount of the deficiency, the Company shall pay in cash to the Trustee, concurrently with the delivery of such certificate, the amount of any such deficiency which may be required to comply with the above subdivision (c) of this Section.

At the option of the Company any moneys paid to the Trustee under the provisions of this Section shall, upon the written request of the Company, signed in its name by its President or a Vice President, (1) be applied by the Trustee to the purchase in the open market of bonds of Series L, at not exceeding the redemption price specified in clause (a) of Section 1 of this Twelfth Supplemental Indenture, or to the redemption of bonds of Series L, at the principal amount thereof and accrued interest thereon to the date of redemption, or (2) be paid to or upon the order of the Company to the extent of the principal amount of bonds of Series L purchased or paid by the Company and delivered to the Trustee, cancelled or for cancellation, and/or (3) be paid to the Company to reimburse it for, and to the extent of sixty per centum (60%) of, net expenditures for such bondable property made by it; PROVIDED, HOWEVER, that so long as any bonds of Series L shall be outstanding, any such moneys remaining in the hands of the Trustee at the end of three years from the date of the receipt of the same by the Trustee shall not be paid to the Company pursuant to (2) or (3) above, but shall be applied by the Trustee to the purchase or redemption of bonds or Series L as provided in (1) above, except that, unless requested to do so by a writing signed by the President or a Vice President of the Company, the Trustee shall not apply such moneys remaining in its hands to the redemption of bonds of Series L until the aggregate amount of such moneys shall be sufficient to redeem not less than $10,000 principal amount of such bonds. The requisite showing of facts entitling the Company to have paid to it any moneys under the provisions of this Section shall be made by a certificate signed by the President or a Vice President of the Company and by its Treasurer or an Assistant Treasurer and delivered to the Trustee.

No retirement of bonds or net expenditures for such bondable property certified or applied to comply with the requirements of this Section or made out of moneys deposited with the Trustee under the provisions of this Section or used as a basis for the withdrawal of any such moneys shall thereafter be certified to comply with the provisions of Section 1 of Article VII of the Indenture or be available as a basis for the authentication of bonds or the withdrawal of deposited cash or any other

moneys or the release of property under, or to comply with, any provision of the Indenture or the First through Twelfth Supplemental Indentures.

Any and all bonds of Series L, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the provisions of this Section, together with all unmatured coupons appertaining thereto, shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and cremated by the Trustee (if not theretofore cancelled and cremated). All other bonds of Series L received by the Trustee pursuant to any provision of this Section, together with all unmatured coupons appertaining to such bonds, shall thereupon be cancelled and cremated by the Trustee.

Upon the purchase or redemption by the Trustee of any bonds of Series L pursuant to the provisions of this Section:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all bonds of Series L so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the bonds of Series L purchased or redeemed.

(b) The Trustee shall, upon the written request of the Company, signed in its name by its President or a Vice President, pay to or upon the order of the Company, from any moneys deposited with the Trustee under this Section, an amount equal to the amount by which the aggregate principal amount of bonds of Series L purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such bonds of Series L.

Section 3. In case of the redemption of a part only of the bonds of Series L, the particular coupon bonds and/or registered bonds without coupons or portions ($1,000 or any integral multiple thereof) of registered bonds without coupons to be redeemed shall be selected by the Trustee in the following manner:

(a) The Trustee shall first prorate the principal amount of bonds of such Series to be redeemed between (i) the registered bonds without coupons of such Series and (ii) the coupon bonds of such Series, in proportion to the respective principal amounts thereof at the time outstanding.

(b) The Trustee shall then determine the particular coupon bonds of such Series to be redeemed by lot in such manner as the Trustee in its uncontrolled discretion shall determine.

(c) The Trustee shall then prorate the principal amount of such registered bonds without coupons of such Series to be redeemed among all registered bonds without coupons of such Series at the time outstanding in proportion to the respective principal amounts of such registered bonds without coupons of such Series and shall then designate for redemption, bonds of such Series or portions

In any such prorating pursuant to this Section 3, (i) the Trustee shall, according to such method as it shall deem proper in its discretion, make such adjustments by increasing or decreasing by not more than $1,000 the amount which would be allocable on the basis of exact proportion to registered bonds without coupons or to coupon bonds, or to any one or more registered bonds without coupons, as may be necessary to the end that the principal amount so prorated shall be in each instance an integral multiple of $1,000, and (ii) the Trustee shall not be required to allocate any amount to a registered bond without coupons to which the amount allocable on the basis of exact proportion would be less than $1,000. In any redemption pursuant to Sections 1 and 2 of this Twelfth Supplement Indenture, bonds

held by the Company shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

So long as all the outstanding bonds of such Series are registered bonds without coupons or bonds registered as to principal, effective notice of any redemption pursuant to Sections 1 and 2 of this Twelfth Supplemental Indenture may be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of such Series are called for redemption, the serial numbers of the coupon bonds, and the serial numbers and the portions of registered bonds without coupons, of such Series, to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any registered bonds without coupons shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such registered bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new coupon or registered bond or bonds of an aggregate principal amount equal to such unredeemed portion.

Section 4. [Intentionally omitted.]

Section 5. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Twelfth Supplemental Indenture, by adding a new section to be known and designated as Section 17D and to provide as follows, to wit:

"Section 17D. That, so long as any of the Bonds of Series L are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1956, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1956, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1956,

will not be in excess of the sum of $750,000 plus the net income of the Company for the period from January 1, 1957, to the date of such dividend, distribution, purchase or other acquisition."

Section 6. [Intentionally omitted.]

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(5) Thirteenth Supplemental Indenture (Series M Bonds)

(Form of Coupon Bond of Series M)

No._____ $_____

MISSOURI PUBLIC SERVICE COMPANY

First Mortgage Bond, Series M

Due April 15, 1991

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer or if this bond is registered as to principal, then to the registered owner hereof, the principal sum of _____ Dollars on the fifteenth day of April, 1991, and to pay interest thereon from April 15, 1961, at the rate of four and three-fourths per centum (4.75%) per annum, payable half-yearly on the fifteenth day of April and the fifteenth day of October in each year, the first installment of interest being payable on October 15, 1961, until said principal sum is paid. The installments of such interest falling due at or prior to the maturity of this bond shall be paid only in accordance with and upon presentation and surrender of the annexed coupons as they severally become due. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the holder or registered owner, in like coin or currency at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948 the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950, by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, and the Eleventh Supplemental Indenture (hereinafter referred to as "Eleventh Supplemental Indenture") dated as of September 1, 1957, the Twelfth Supplemental Indenture dated as of April 1, 1959, and the Thirteenth Supplemental Indenture (hereinafter referred to as "Thirteenth Supplemental Indenture") dated as of April 15, 1961, executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any or all of the bonds of Series M, of which this is one, may be redeemed at any time and from time to time at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and

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with the effect provided in Article V of the Indenture, (except as otherwise provided in the Thirteenth Supplemental Indenture),

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption and, if redeemed prior to April 15, 1990, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending April 14,

1962	4 3/4%	1978	2 %
1963	4 3/4%	1979	1 3/4%
1964	4 3/4%	1980	1 1/2%
1965	4 3/4%	1981	1 1/4%
1966	4 3/4%	1982	1 1/8%
1967	4 3/4%	1983	1 %
1968	4 1/2%	1984	7/8%
1969	4 1/4%	1985	3/4%
1970	4 %	1986	5/8%
1971	3 3/4%	1987	1/2%
1972	3 1/2%	1988	3/8%
1973	3 1/4%	1989	1/4%
1974	3 %	1990	1/8%
1975	2 3/4%	and thereafter	
1976	2 1/2%	without premium;	
1977	2 1/4%		

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of the Thirteenth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series M, of which this is one, may be redeemed at any time prior to April 15, 1966, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than 4 3/4% per annum. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder or registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond shall pass by delivery unless registered as to principal in the holder's name at the principal office or place of business of the Trustee under the Indenture, on registry books to be kept for the purpose at such place, such registration being noted hereon as

provided in the Indenture. After such registration no further transfer of this bond shall be valid unless made on said books by the registered owner in person or by attorney duly authorized, and similarly noted hereon, but this bond may be discharged from registration by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the annexed coupons which shall always be transferable by delivery and be payable to bearer. No charge shall be made to the holder or registered owner hereof for any such registration, transfer or discharge from registration, except such amount as may be necessary to cover any stamp tax or governmental charge. Registered bonds without coupons of this series, if any be issued, and coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. Neither this bond nor any interest coupon appertaining hereto shall be valid or become obligatory for any purpose unless and until this bond shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer, this 15th day of April, 1961.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Form of Coupon)

No._____ $_____

On the fifteenth day of _____, 19__, unless the bond herein mentioned shall have been called for previous redemption and payment thereof duly provided for, Missouri Public Service Company will, upon the surrender of this coupon, pay to bearer, at the office or agency of the Company in Kansas City, State of Missouri, or at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York, _____ Dollars in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, being six months' interest then payable on its First Mortgage Bond, Series M, due April 15, 1991, No. _____.

_____
Treasurer

(Form of Registered Bond Without Coupons of Series M)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

First Mortgage Bond, Series M

Due April 15, 1991

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay

to _____ or registered assigns, the principal sum of _____ Dollars on the fifteenth day of April, 1991, and to pay to the registered owner interest on said sum from the date hereof, at the rate of four and three-fourths per centum (4 3/4%) per annum, payable half-yearly on the fifteenth day of April and the first day of October in each year, the first installment of interest being payable on October 15, 1961, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the registered owner, in like coin or currency at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, and the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957, the Twelfth Supplemental Indenture dated as of April 1, 1959, and the Thirteenth Supplemental Indenture (hereinafter referred to as "Thirteenth Supplemental Indenture") dated as of April 15, 1961, executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any or all of the bonds of Series M, of which this is one, may be redeemed at any time and from time to time at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in the Thirteenth Supplemental Indenture),

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption and, if redeemed prior to April 15, 1990, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending April 14,

1962	4 3/4%	1978	2 %
1963	4 3/4%	1979	1 3/4%
1964	4 3/4%	1980	1 1/2%
1965	4 3/4%	1981	1 1/4%
1966	4 3/4%	1982	1 1/8%
1967	4 3/4%	1983	1 %
1968	4 1/2%	1984	7/8%
1969	4 1/4%	1985	3/4%

1970	4 %	1986	5/8%
1971	3 3/4%	1987	1/2%
1972	3 1/2%	1988	3/8%
1973	3 1/4%	1989	1/4%
1974	3 %	1990	1/8%
1975	2 3/4%	and thereafter	
1976	2 1/2%	without premium;	
1977	2 1/4%		

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of the Thirteenth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series M, of which this is one, may be redeemed at any time prior to April 15, 1966, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than 4 3/4% per annum. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. Registered bonds without coupons of this series and coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents,

and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19___.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Trustee's Certificate)

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

COMMERCE TRUST COMPANY,
As Trustee

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series M at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $8,000,000. Each bond of Series M shall be designated "First Mortgage Bond, Series M". The bonds of Series M and the coupons thereof shall be substantially in the forms hereinbefore recited, respectively. Each coupon bond of said series shall be dated April 15, 1961, and each registered bond without coupons of said series, if any be issued, shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof to which interest was paid, in which event it shall be dated April 15, 1961, shall be due and payable April 15, 1991, shall bear interest from April 15, 1961 in the case of coupon bonds, and from the date thereof, in the case of registered bonds without coupons, at the rate of four and three-fourths per centum (4.75%) per annum payable half-yearly on the fifteenth day of April and the fifteenth day of October in each year, the first installment of interest being payable on October 15, 1961; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or at the option of the holder or registered owner, in like coin or currency, at the option of the holder or registered owner, in like coin or currency, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York.

Any or all of the bonds of Series M shall be redeemable at any time and from time to time, at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of this Thirteenth Supplemental Indenture),

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption and, if redeemed prior to April 15, 1990, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending April 14,

1962.....4 3/4%	1978.....2 %
1963.....4 3/4%	1979.....1 3/4%
1964.....4 3/4%	1980.....1 1/2%
1965.....4 3/4%	1981.....1 1/4%
1966.....4 3/4%	1982.....1 1/8%
1967.....4 3/4%	1983.....1 %
1968.....4 1/2%	1984.....7/8%
1969.....4 1/4%	1985.....3/4%
1970.....4 %	1986.....5/8%
1971.....3 3/4%	1987.....1/2%
1972.....3 1/2%	1988.....3/8%
1973.....3 1/4%	1989.....1/4%
1974.....3 %	1990.....1/8%
1975.....2 3/4%	and thereafter
1976.....2 1/2%	without premium;
1977.....2 1/4%	

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of this Thirteenth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series M may be redeemed at any time prior to April 15, 1966, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than 4.75% per annum.

Section 2: The Company covenants and agrees subject to the terms and provisions of this Section and Section 3 of this Thirteenth Supplemental Indenture, that, so long as any bonds of Series M shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will

(a) retire, through purchase, payment or redemption, during the calendar year 1962 and during each calendar year thereafter, so long as any bonds of Series M shall be outstanding under the Indenture, a principal amount of bonds of Series M at least equal to one per centum (1%) of the greatest principal amount of bonds of Series M outstanding under the Indenture at any time (determined as in this Section provided) between the end of such calendar year and April 14, 1961; or

(b) in lieu of the retirement of all or any portion of the principal amount of bonds of Series M required by subdivision (a) hereof to be retired in any such calendar year, make net expenditures for bondable property (as those terms are defined in Section 3 of Article II of the Indenture) upon which the Indenture is a first lien, subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in said Section 3, in an amount equal to $1,666.67 for each $1,000 in principal amount of

bonds in lieu of the retirement of which such net expenditures are made; or

(c) pay to the Trustee in cash on or before the first day of April next succeeding the close of such calendar year as debt retirement fund moneys a sum equal to the principal amount of Series M required by subdivision (a) hereof to be retired which the Company shall have failed to retire during such calendar year or in lieu of the retirement of which the Company shall not have made net expenditures for bondable property as provided in subdivision (b) hereof.

If in any such calendar year the total of the principal amount of bonds of Series M retired through purchase, payment or redemption and/or the amount of net expenditures made for such bondable property shall be in excess of the amount by this Section required for such year, the Company shall be entitled to be credited to the extent of such excess on account of the requirements of this Section in any subsequent calendar year or years; provided, however, that no retirement of bonds or net expenditures for bondable property which shall have been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture, or the First through the Thirteenth Supplemental Indentures, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture, or which shall have been made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or which shall have been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Thirteenth Supplemental Indentures, shall be certified or be applied for the purpose of complying with this Section or for the purpose of withdrawing any moneys paid to the Trustee pursuant to this Section. Subject to the foregoing provisions of this paragraph, any such retirement of bonds of Series M made prior to the calendar year 1962 and/or net expenditures for such bondable property made prior to the calendar year 1962, may be certified to comply with the requirements of this Section for the calendar year 1962 or for any calendar year or years subsequent thereto.

In determining, for the purposes of this Section, the principal amount of bonds of Series M outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then owned by the Company and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee; and "the greatest principal amount of bonds of Series M outstanding under the Indenture at any time" during any period shall mean the greatest principal amount of such bonds outstanding, as shown by the Trustee's records, at the close of business on any day in such period after making the foregoing exclusions.

On or before the first day of April in each year beginning with the calendar year 1963, so long as any bonds of Series M shall be outstanding, the Company shall deliver to the Trustee a certificate, signed in the name of the Company by its President or a Vice President and by its Treasurer or an Assistant Treasurer (i) showing in reasonable detail (1) the greatest principal amount of bonds of Series M outstanding under the Indenture at any time during the period between the end of the preceding calendar year and April 14, 1961, determined in accordance with the provisions of this Section, (2) the principal amount of bonds of Series M retired, through purchase, payment or redemption, during the preceding calendar year, and/or the amount of net expenditures for such bondable property made during such calendar year, which the Company desires to have applied to the requirements of this Section for such year, and (3) such excess amounts, if any, of bond of Series M so retired and/or net expenditures for such bondable property made, in any preceding calendar year or years, which the Company desires to have applied to the requirements of this Section for the calendar year next preceding the date of such certificate, and (ii) stating that none of the

such bonds of Series M and none of such expenditures for such bondable property desired by the Company to be applied to the requirements of this Section for such next preceding calendar year has theretofore been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Eleventh Supplemental Indentures, or has been retired or made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture or has been retired or made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or has been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Thirteenth Supplemental Indentures. If the retirements of bonds of Series M and the net expenditures for such bondable property recited in such certificate for the purpose of complying with this Section are insufficient to meet the requirements of this Section for such calendar year and the Company shall not be entitled, on account of excess retirements of bonds of Series M or net expenditures for such bondable property made in one or more preceding years, to take credit for such calendar year in the amount of the deficiency, the Company shall pay in cash to the Trustee, concurrently with the delivery of such certificate, the amount of any such deficiency which may be required to comply with the above subdivision (c) of this Section.

At the option of the Company any moneys paid to the Trustee under the provisions of this Section shall, upon the written request of the Company, signed in its name by its President or a Vice President, (1) be applied by the Trustee to the purchase in the open market of bonds of Series M, at not exceeding the redemption price specified in clause (a) of Section 1 of this Thirteenth Supplemental Indenture, or to the redemption of bonds of Series M, at the principal amount thereof and accrued interest thereon to the date of redemption, or (2) be paid to or upon the order of the Company to the extent of the principal amount of bonds of Series M purchased or paid by the Company and delivered to the Trustee, cancelled or for cancellation, and (ii) the accrued interest and the premium if any theretofore paid to the Trustee, as hereinabove provided, on such principal amount of bonds, and/or (3) be paid to the Company to reimburse it for, and to the extent of sixty per centum (60%) of, net expenditures for such bondable property made by it; PROVIDED, HOWEVER, that so long as any bonds of Series M shall be outstanding, any such moneys remaining in the hands of the Trustee at the end of three years from the date of the receipt of the same by the Trustee shall not be paid to the Company pursuant to (2) or (3) above, but shall be applied by the Trustee to the purchase or redemption of bonds of Series M as provided in (1) above, except that, unless requested to do so by a writing signed by the President or a Vice President of the Company, the Trustee shall not apply such moneys remaining in its hands to the redemption of bonds of Series M until the aggregate amount of such moneys shall be sufficient to redeem not less than $10,000 principal amount of such bonds. The requisite showing of facts entitling the Company to have paid to it any moneys under the provisions of this Section shall be made by a certificate signed by the President or a Vice President of the Company and by its Treasurer or an Assistant Treasurer and delivered to the Trustee.

No retirement of bonds or net expenditures for such bondable property certified or applied to comply with the requirements of this Section or made out of moneys deposited with the Trustee under the provisions of this Section or used as a basis for the withdrawal of any such moneys shall thereafter be certified to comply with the provisions of Section 1 of Article VII of the Indenture or be available as a basis for the authentication of bonds or the withdrawal of deposited cash or any other moneys or the release of property under, or to comply with, any provision of the Indenture or the First through the Thirteenth Supplemental Indentures.

Any and all bonds of Series M, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the provisions of this Section, together with all unmatured coupons appertaining

thereto, shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and cremated by the Trustee (if not theretofore cancelled and cremated). All other bonds of Series M received by the Trustee pursuant to any provision of this Section, together with all unmatured coupons appertaining to such bonds, shall thereupon be cancelled and cremated by the Trustee.

Upon the purchase or redemption by the Trustee of any bonds of Series M pursuant to the provisions of this Section:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all bonds of Series M so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the bonds of Series M purchased or redeemed.

(b) The Trustee shall, upon the written request of the Company, signed in its name by its President or a Vice President, pay to or upon the order of the Company, from any moneys deposited with the Trustee under this Section, an amount equal to the amount by which the aggregate principal amount of bonds of Series M purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such bonds of Series M.

Section 3. In case of the redemption of a part only of the bonds of Series M, the particular coupon bonds and/or registered bonds without coupons or portions ($1,000 or any integral multiples thereof) of registered bonds without coupons to be redeemed shall be selected by the Trustee in the following manner:

(a) The Trustee shall first prorate the principal amount of bonds of such Series to be redeemed between (i) the registered bonds without coupons of such Series and (ii) the coupon bonds of such Series, in proportion to the respective principal amounts thereof at the time outstanding.

(b) The Trustee shall then determine the particular coupon bonds of such Series to be redeemed by lot in such manner as the Trustee in its uncontrolled discretion shall determine.

(c) The Trustee shall then prorate the principal amount of such registered bonds without coupons of such Series to be redeemed among all registered bonds without coupons of such Series at the time outstanding in proportion to the respective principal amounts of such registered bonds without coupons of such Series and shall then designate for redemption, bonds of such Series or portions thereof.

In any such prorating pursuant to this Section 3, (i) the Trustee shall, according to such method as it shall deem proper in its discretion make such adjustments by increasing or decreasing by not more than $1,000 the amount which would be allocable on the basis of exact proportion to registered bonds without coupons, as may be necessary to the end that the principal amount so prorated shall be in each instance an integral multiple of $1,000, and (ii) the Trustee shall not be required to allocate any amount to a registered bond without coupons to which the amount allocable on the basis of exact proportion would be less than $1,000. In any redemption pursuant to Sections 1 and 2 of this Thirteenth Supplemental Indenture, bonds held by the Company shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

So long as all the outstanding bonds of such Series are registered bonds without coupons or bonds registered as to principal, effective notice of any redemption pursuant to Sections 1 and 2 of this Thirteenth Supplemental Indenture may be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the

respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of such Series are called for redemption, the serial numbers of the coupon bonds, and the serial numbers and the portions of registered bonds without coupons, of such Series to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any registered bonds without coupons shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such registered bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new coupon or registered bond or bonds of an aggregate principal amount equal to such unredeemed portion.

Section 4. [Intentionally omitted.]

Section 5. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Thirteenth Supplemental Indenture, by adding a new section be known and designated as Section 17E and to provide as follows, to-wit:

"Section 17E. That, so long as any of the Bonds of Series M are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1960 plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1960, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1960,

will not be in excess of the sum of $1,700,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1961, to the date of such dividend, distribution, purchase or other acquisition."

Section 6. [Intentionally omitted.]

(6) Fourteenth Supplemental Indenture (Series N Bonds)

(Form of Registered Bond of Series N)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

6% First Mortgage Bond, Series N

Due March 15, 1997

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the fifteenth day of March, 1997, and to pay to the registered owner interest on said sum from the date hereof, at the rate of six per centum (6%) per annum, payable half-yearly on the fifteenth day of March and the fifteenth day of September in each year, the first installment of interest being payable on September 15, 1967, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the registered owner, in like coin or currency at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, and the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957, the Twelfth Supplemental Indenture dated as of April 1, 1959, the Thirteenth Supplemental Indenture dated as of April 15, 1961, and the Fourteenth Supplemental Indenture (hereinafter referred to as the "Fourteenth Supplemental Indenture") dated as of March 15, 1967, executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any or all of the bonds of Series N, of which this is one, may be redeemed at any time and from time to time at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the

Indenture (except as otherwise provided in the Fourteenth Supplemental Indenture),

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption and, if redeemed prior to March 15, 1996, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending March 14,

1968.....106.00%	1984.....102.69%
1969.....105.79%	1985.....102.48%
1970.....105.59%	1986.....102.28%
1971.....105.38%	1987.....102.07%
1972.....105.17%	1988.....101.86%
1973.....104.97%	1989.....101.66%
1974.....104.76%	1990.....101.45%
1975.....104.55%	1991.....101.24%
1976.....104.34%	1992.....101.03%
1977.....104.14%	1993.....100.83%
1978.....103.93%	1994.....100.62%
1979.....103.72%	1995.....100.41%
1980.....103.52%	1996.....100.21%
1981.....103.31%	and thereafter
1982.....103.10%	without premium;
1983.....102.90%	

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of the Fourteenth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series N, of which this is one, may be redeemed at any time prior to March 15, 1972, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than six per centum (6%) per annum. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon

any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19___.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Trustee's Certificate)

This bond is one of the bonds of the series designated and described in the within-mentioned Indenture and Fourteenth Supplemental Indenture.

COMMERCE TRUST COMPANY,
As Trustee

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series N at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $8,000,000. Each bond of Series N shall be designated "6% First Mortgage Bond, Series N". The bonds of Series N shall be substantially in the forms hereinbefore recited. Each bond of said series shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof, in which event it shall be dated March 15, 1967, shall be due and payable March 15, 1997, shall bear interest from the date thereof, at the rate of six per centum (6%) per annum payable half-yearly on the fifteenth day of March and the fifteenth day of September in each year, the first installment of interest being payable on September 15, 1967; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the holder or registered owner, in like coin or currency, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York.

Any or all of the bonds of Series N shall be redeemable at any time and from time to time, at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of this Fourteenth Supplemental Indenture),

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption and, if redeemed prior to March 15, 1996, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending March 14,

1968	106.00%	1984	102.69%
1969	105.79%	1985	102.48%
1970	105.59%	1986	102.28%
1971	105.38%	1987	102.07%
1972	105.17%	1988	101.86%
1973	104.97%	1989	101.66%
1974	104.76%	1990	101.45%
1975	104.55%	1991	101.24%
1976	104.34%	1992	101.03%
1977	104.14%	1993	100.83%
1978	103.93%	1994	100.62%
1979	103.72%	1995	100.41%
1980	103.52%	1996	100.21%
1981	103.31%	and thereafter	
1982	103.10%	without premium;	
1983	102.90%		

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of this Fourteenth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series N may be redeemed at any time prior to April 15, 1972, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than six per centum (6%) per annum.

Section 2. The Company covenants and agrees subject to the terms and provisions of this Section and Section 3 of this Fourteenth Supplemental Indenture, that, so long as any bonds of Series N shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will

(a) retire, through purchase, payment or redemption, during the calendar year 1969 and during each calendar year thereafter, so long as any bonds of Series N shall be outstanding under the Indenture, a principal amount of bonds of Series N at least equal to one per centum (1%) of the greatest principal amount of bonds of Series N outstanding under the Indenture at any time (determined as in this Section provided) between the end of such calendar year and March 14, 1967;

(b) in lieu of the retirement of all or any portion of the principal amount of bonds of Series N required by subdivision (a) hereof to be retired in any such calendar year, make net expenditures for bondable property (as those terms are defined in

Section 3 of Article II of the Indenture) upon which the Indenture is a first lien, subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in said Section 3), in an amount equal to $1,666.67 for each $1,000 in principal amount of bonds in lieu of the retirement of which such net expenditures are made; or

(c) pay to the Trustee in cash on or before the first day of April next succeeding the close of such calendar year as debt retirement fund moneys a sum equal to the principal amount of bonds of Series N required by subdivision (a) hereof to be retired which the Company shall have failed to retire during such calendar year or in lieu of the retirement of which the Company shall not have made net expenditures for bondable property as provided in subdivision (b) hereof.

If in any such calendar year the total of the principal amount of bonds of Series N retired through purchase, payment or redemption and/or the amount of net expenditures made for such bondable property shall be in excess of the amount by this Section required for such year, the Company shall be entitled to be credited to the extent of such excess on account of the requirements of this Section in any subsequent calendar year or years; provided, however, that no retirement of bonds or net expenditures for bondable property which shall have been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Fourteenth Supplemental Indentures, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture, or which shall have been made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or which shall have been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Fourteenth Supplemental Indentures, shall be certified or be applied for the purpose of complying with this Section or for the purpose of withdrawing any moneys paid to the Trustee pursuant to this Section. Subject to the foregoing provisions of this paragraph, any such retirement of bonds of Series N made prior to the calendar year 1969 and/or net expenditures for such bondable property made prior to the calendar year 1969, may be certified to comply with the requirements of this Section for the calendar year 1969 or for any calendar year or years subsequent thereto.

In determining, for the purposes of this Section, the principal amount of bonds of Series N outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then owned by the Company and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee; and "the greatest principal amount of bonds of Series N outstanding under the Indenture at any time" during any period shall mean the greatest principal amount of such bonds outstanding, as shown by the Trustee's records, at the close of business on any day in such period after making the foregoing exclusions.

On or before the first day of April in each year beginning with the calendar year 1970, so long as any bonds of Series N shall be outstanding, the Company shall deliver to the Trustee a certificate, signed in the name of the Company by its President or a Vice President and by its Treasurer or an Assistant Treasurer (i) showing in reasonable detail (1) the greatest principal amount of bonds of Series N outstanding under the Indenture at any time during the period between the end of the preceding calendar year and March 14, 1967, determined in accordance with the provisions of this Section, (2) the principal amount of bonds of Series N retired, through purchase, payment or redemption, during the preceding calendar year, and/or the amount of net expenditures for such bondable property made during such calendar year, which the Company desires to have applied to the requirements of this Section for such year, and (3) such excess amounts, if any, of bonds

of Series N so retired and/or net expenditures for such bondable property made, in any preceding calendar year or years, which the Company desires to have applied to the requirements of this Section for the calendar year next preceding the date of such certificate, and (ii) stating that none of the such bonds of Series N and none of such expenditures for such bondable property desired by the Company to be applied to the requirements of this Section for such next preceding calendar year has theretofore been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Fourteenth Supplemental Indentures, or has been retired or made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture or has been retired or made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or has been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or the First through the Fourteenth Supplemental Indentures. If the retirements of bonds of Series N and the net expenditures for such bondable property recited in such certificate for the purpose of complying with this Section are insufficient to meet the requirements of this Section for such calendar year and the Company shall not be entitled, on account of excess retirements of bonds of Series N or net expenditures for such bondable property made in one or more preceding years, to take credit for such calendar year in the amount of the deficiency, the Company shall pay in cash to the Trustee, concurrently with the delivery of such certificate, the amount of any such deficiency which may be required to comply with the above subdivision (c) of this Section.

At the option of the Company any moneys paid to the Trustee under the provisions of this Section shall, upon the written request of the Company, signed in its name by its President or a Vice President, (1) be applied by the Trustee to the purchase in the open market of bonds of Series N, at not exceeding the redemption price specified in clause (a) of Section 1 of this Fourteenth Supplemental Indenture, or to the redemption of bonds of Series N, at the principal amount thereof and accrued interest thereon to the date of redemption, or (2) be paid to or upon the order of the Company to the extent of the principal amount of bonds of Series N purchased or paid by the Company and delivered to the Trustee, cancelled or for cancellation, and/or (3) be paid to the Company to reimburse it for, and to the extent of sixty per centum (60%) of, net expenditures for such bondable property made by it; PROVIDED, HOWEVER, that so long as any bonds of Series N shall be outstanding, any such moneys remaining in the hands of the Trustee at the end of three years from the date of the receipt of the same by the Trustee shall not be paid to the Company pursuant to (2) or (3) above, but shall be applied by the Trustee to the purchase or redemption of bonds or Series N as provided in (1) above, except that, unless requested to do so by a writing signed by the President or a Vice President of the Company, the Trustee shall not apply such moneys remaining in its hands to the redemption of bonds of Series N until the aggregate amount of such moneys shall be sufficient to redeem not less than $10,000 principal amount of such bonds. The requisite showing of facts entitling the Company to have paid to it any moneys under the provisions of this Section shall be made by a certificate signed by the President or a Vice President of the Company and by its Treasurer or an Assistant Treasurer and delivered to the Trustee.

No retirement of bonds or net expenditures for such bondable property certified or applied to comply with the requirements of this Section or made out of moneys deposited with the Trustee under the provisions of this Section or used as a basis for the withdrawal of any such moneys shall thereafter be certified to comply with the provisions of Section 1 of Article VII of the Indenture or be available as a basis for the authentication of bonds or the withdrawal of deposited cash or any other moneys or the release of property under, or to comply with, any provision of the Indenture or the First through the Fourteenth Supplemental Indentures.

Any and all bonds of Series N, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the

provisions of this Section shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and cremated by the Trustee (if not theretofore cancelled and cremated). All other bonds of Series N received by the Trustee pursuant to any provision of this Section shall thereupon be cancelled and cremated by the Trustee.

Upon the purchase or redemption by the Trustee of any bonds of Series N pursuant to the provisions of this Section:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all bonds of Series N so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the bonds of Series N purchased or redeemed.

(b) The Trustee shall, upon the written request of the Company, signed in its name by its President or a Vice President, pay to or upon the order of the Company, from any moneys deposited with the Trustee under this Section, an amount equal to the amount by which the aggregate principal amount of bonds of Series N purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such bonds of Series N.

Section 3. In case of the redemption of a part only of the bonds of Series N, the particular bonds or portions thereof ($1,000 or any integral multiple thereof) to be redeemed shall be prorated by the Trustee among the various holders of such bonds in proportion to the aggregate principal amount of such bonds registered in their respective names, except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding $1,000 to one or more of such holders to the end that the principal amount of the bonds registered in the name of any such holder to be redeemed will be $1,000 or an integral multiple thereof, and (ii) in making such allocation, if the aggregate principal amount of bonds registered in the name of any holder of bonds shall be $1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such holder. In any redemption pursuant to Sections 1 and 2 of this Fourteenth Supplemental Indenture, bonds held by the Company shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

Effective notice of any redemption pursuant to Sections 1 and 2 of this Fourteenth Supplemental Indenture may be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of such Series are called for redemption, the serial numbers and the portions of the bonds of such Series to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any registered bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new bond or bonds of an aggregate principal amount equal to such unredeemed portion.

Section 4. [Intentionally omitted.]

Section 5. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Fourteenth Supplemental Indenture, by adding a new section to be known and designated as Section 17F and to provide as follows, to wit:

"Section 17F. That, so long as any of the Bonds of Series N are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock),

whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1966, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1966, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1966,

will not be in excess of the sum of $1,500,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1967 to the date of such dividend, distribution, purchase or other acquisition."

Section 6. [Intentionally omitted.]

(7) Fifteenth Supplemental Indenture (Series O Bonds)

(Form of Registered Bond of Series O)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

6-1/2% First Mortgage Bond, Series O

Due September 1, 1987

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the first day of September, 1987, and to pay to the registered owner interest on said sum from the date hereof, at the rate of six and one-half per centum (6 1/2%) per annum, payable half-yearly on the first day of March and the first day of September in each year, the first installment of interest being payable on March 1, 1968, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the registered owner, in like coin or currency at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, and the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957, the Twelfth Supplemental Indenture dated as of April 1, 1959, the Thirteenth Supplemental Indenture dated as of April 15, 1961, the Fourteenth Supplemental Indenture dated as of March 15, 1967 and the Fifteenth Supplemental Indenture dated as of September 1, 1967 (hereinafter referred to as the "Fifteenth Supplemental Indenture"), executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any or all of the bonds of Series O, of which this is one, may be redeemed at any time and from time to time at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the

manner and with the effect provided in Article V of the Indenture (except as otherwise provided in the Fifteenth Supplemental Indenture),

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption and, if redeemed prior to September 1, 1986, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending August 31,

1968.....106.50%	1978.....103.08%
1969.....106.16%	1979.....102.74%
1970.....105.82%	1980.....102.39%
1971.....105.47%	1981.....102.05%
1972.....105.13%	1982.....101.71%
1973.....104.79%	1983.....101.37%
1974.....104.45%	1984.....101.03%
1975.....104.11%	1985.....100.68%
1976.....103.76%	1986.....100.34%
1977.....103.42%	and thereafter without premium;

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 7 of this Fifteenth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series O, of which this is one, may be redeemed at any time prior to September 1, 1977, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than six and one-half per centum (6 1/2%) per annum. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place of business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have

been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19___.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Trustee's Certificate)

This bond is one of the bonds of Series designated and described in the within-mentioned Indenture and Fifteenth Supplemental Indenture.

COMMERCE TRUST COMPANY,
As Trustee

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series O at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $3,000,000. Each bond of Series O shall be designated "6 1/2% First Mortgage Bond, Series O". The bonds of Series O shall be substantially in the forms hereinbefore recited. Each bond of Series O shall be due and payable September 1, 1987 and shall bear interest from the date thereof at the rate of six and one-half per centum (6 1/2%) per annum payable half-yearly on the first day of March and the first day of September in each year, the first installment of interest being payable on March 1, 1968.

Section 2. [Intentionally omitted.]

Section 3. [Intentionally omitted.]

Section 4. Each bond of Series O [intentionally omitted] shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the day of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof, in which event it shall be dated as of the date of issue.

Section 5. Each bond of Series O [intentionally omitted] shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, or, at the option of the holder or registered owner, in like coin or currency, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York.

Section 6. Any or all of the bonds of Series O shall be redeemable at any time and from time to time, at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 7 of this Fifteenth Supplemental Indenture),

(a) by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of

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redemption and, if redeemed prior to September 1, 1986, a premium equal to a percentage of the principal amount thereof as follows:

If redeemed during the twelve months' period ending August 31,

1968.....106.50%	1978.....103.08%
1969.....106.16%	1979.....102.74%
1970.....105.82%	1980.....102.39%
1971.....105.47%	1981.....102.05%
1972.....105.13%	1982.....101.71%
1973.....104.79%	1983.....101.37%
1974.....104.45%	1984.....101.03%
1975.....104.11%	1985.....100.68%
1976.....103.76%	1986.....100.34%
1977.....103.42%	and thereafter without premium;

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 7 of this Fifteenth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series O may be redeemed at any time prior to September 1, 1977, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than six and one-half per centum (6 1/2%) per annum.

Section 7. The Company covenants and agrees subject to the terms and provisions of this Section and Section 8 of this Fifteenth Supplemental Indenture, that, so long as any bonds of Series O shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will

(a) retire, through purchase, payment or redemption, during the calendar year 1969 and during each calendar year thereafter, so long as any bonds of Series O shall be outstanding under the Indenture, a principal amount of bonds of Series O at least equal to one per centum (1%) of the greatest principal amount of bonds of Series O outstanding under the Indenture at any time (determined as in this Section provided) between the end of such calendar year and August 31, 1967;

(b) in lieu of the retirement of all or any portion of the principal amount of bonds of Series O required by subdivision (a) hereof to be retired in any such calendar year, make net expenditures for bondable property (as those terms are defined in Section 3 of Article II of the Indenture) upon which the Indenture is a first lien, subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in said Section 3), in an amount equal to $1,666.67 for each $1,000 in principal amount of bonds in lieu of the retirement of which such net expenditures are made; or

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(c) pay to the Trustee in cash on or before the first day of April next succeeding the close of such calendar year as debt retirement fund moneys a sum equal to the principal amount of bonds of Series O required by subdivision (a) hereof to be retired which the Company shall have failed to retire during such calendar year or in lieu of the retirement of which the Company shall not have made net expenditures for bondable property as provided in subdivision (b) hereof.

If in any such calendar year the total of the principal amount of bonds of Series O retired through purchase, payment or redemption and/or the amount of net expenditures made for such bondable property shall be in excess of the amount by this Section required for such year, the Company shall be entitled to be credited to the extent of such excess on account of the requirements of this Section in any subsequent calendar year or years; provided, however, that no retirement of bonds or net expenditures for bondable property which shall have been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Fifteenth Supplemental Indentures, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture, or which shall have been made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or which shall have been previously used or applied to comply with any requirement of this Section 7 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Fifteenth Supplemental Indentures, shall be certified or be applied for the purpose of complying with this Section or for the purpose of withdrawing any moneys paid to the Trustee pursuant to this Section. Subject to the foregoing provisions of this paragraph, any such retirement of bonds of Series O made prior to the calendar year 1969 and/or net expenditures for such bondable property made prior to the calendar year 1969, may be certified to comply with the requirements of this Section for the calendar year 1969 or for any calendar year or years subsequent thereto.

In determining, for the purposes of this Section, the principal amount of bonds of Series O outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then owned by the Company and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee; and "the greatest principal amount of bonds of Series O outstanding under the Indenture at any time" during any period shall mean the greatest principal amount of such bonds outstanding, as shown by the Trustee's records, at the close of business on any day in such period after making the foregoing exclusions.

On or before the first day of April in each year beginning with the calendar year 1970, so long as any bonds of Series O shall be outstanding, the Company shall deliver to the Trustee a certificate, signed in the name of the Company by its President or a Vice President and by its Treasurer or an Assistant Treasurer (i) showing in reasonable detail (1) the greatest principal amount of bonds of Series O outstanding under the Indenture at any time during the period between the end of the preceding calendar year and August 31, 1967, determined in accordance with the provisions of this Section, (2) the principal amount of bonds of Series O retired, through purchase, payment or redemption, during the preceding calendar year, and/or the amount of net expenditures for such bondable property made during such calendar year, which the Company desires to have applied to the requirements of this Section for such year, and (3) such excess amounts, if any, of bonds of Series O so retired and/or net expenditures for such bondable property made, in any preceding calendar year or years, which the Company desires to have applied to the requirements of this Section for the calendar year next preceding the date of such certificate, and (ii) stating that none of such bonds of Series O and none of such expenditures for such bondable property desired by the Company to be applied to the requirements of this Section for such next preceding calendar year has theretofore been made the basis for

the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Fifteenth Supplemental Indentures, or has been retired or made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture or has been retired or made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or has been previously used or applied to comply with any requirement of this Section 7 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Fifteenth Supplemental Indentures. If the retirements of bonds of Series O and the net expenditures for such bondable property recited in such certificate for the purpose of complying with this Section are insufficient to meet the requirements of this Section for such calendar year and the Company shall not be entitled, on account of excess retirements of bonds of Series O or net expenditures for such bondable property made in one or more preceding years, to take credit for such calendar year in the amount of the deficiency, the Company shall pay in cash to the Trustee, concurrently with the delivery of such certificate, the amount of any such deficiency which may be required to comply with the above subdivision (c) of this Section.

At the option of the Company any moneys paid to the Trustee under the provisions of this Section shall, upon the written request of the Company, signed in its name by its President or a Vice President, (1) be applied by the Trustee to the purchase in the open market of bonds of Series O, at not exceeding the redemption price specified in clause (a) of Section 6 of this Fifteenth Supplemental Indenture, or to the redemption of bonds of Series O, at the principal amount thereof and accrued interest thereon to the date of redemption, or (2) be paid to or upon the order of the Company to the extent of the principal amount of bonds of Series O purchased or paid for by the Company and delivered to the Trustee, cancelled or for cancellation, and/or (3) be paid to the Company to reimburse it for, and to the extent of sixty per centum (60%) of, net expenditures for such bondable property made by it; PROVIDED, HOWEVER, that so long as any bonds of Series O shall be outstanding, any such moneys remaining in the hands of the Trustee at the end of three years from the date of the receipt of the same by the Trustee shall not be paid to the Company pursuant to (2) or (3) above, but shall be applied by the Trustee to the purchase or redemption of bonds or Series O as provided in (1) above, except that, unless requested to do so by a writing signed by the President or a Vice President of the Company, the Trustee shall not apply such moneys remaining in its hands to the redemption of bonds of Series O until the aggregate amount of such moneys shall be sufficient to redeem not less than $10,000 principal amount of such bonds. The requisite showing of facts entitling the Company to have paid to it any moneys under the provisions of this Section shall be made by a certificate signed by the President or a Vice President of the Company and by its Treasurer or an Assistant Treasurer and delivered to the Trustee.

No retirement of bonds or net expenditures for such bondable property certified or applied to comply with the requirements of this Section or made out of moneys deposited with the Trustee under the provisions of this Section or used as a basis for the withdrawal of any such moneys shall thereafter be certified to comply with the provisions of Section 1 of Article VII of the Indenture or be available as a basis for the authentication of bonds or the withdrawal of deposited cash or any other moneys or the release of property under, or to comply with, any provision of the Indenture or the First through the Fifteenth Supplemental Indentures.

Any and all bonds of Series O, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the provisions of this Section shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and cremated by the Trustee (if not theretofore cancelled and cremated). All other bonds of Series O received by the Trustee pursuant to any provision of this Section shall thereupon be cancelled and cremated by the Trustee.

Upon the purchase or redemption by the Trustee of any bonds of Series O pursuant to the provisions of this Section:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all bonds of Series O so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the bonds of Series O purchased or redeemed.

(b) The Trustee shall, upon the written request of the Company, signed in its name by its President or a Vice President, pay to or upon the order of the Company, from any moneys deposited with the Trustee under this Section, an amount equal to the amount by which the aggregate principal amount of bonds of Series O purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such bonds of Series O.

Section 8. In case of the redemption of a part only of the bonds of Series O pursuant to Section 6 or 7 of this Fifteenth Supplemental Indenture, the particular bonds or portions thereof ($1,000 or any integral multiple thereof) to be redeemed shall be prorated by the Trustee among the various holders of such bonds in proportion to the aggregate principal amount of such bonds registered in their respective names, except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding $1,000 to one or more of such holders to the end that the principal amount of the bonds registered in the name of any such holder to be redeemed will be $1,000 or an integral multiple thereof, and (ii) in making such allocation, if the aggregate principal amount of bonds registered in the name of any holder of bonds shall be $1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such holder. In any redemption pursuant to Section 6 or 7 of this Fifteenth Supplemental Indenture, bonds held by the Company shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

Effective notice of any redemption pursuant to Section 6 or 7 of this Fifteenth Supplemental Indenture may be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of such Series are called for redemption, the serial numbers and the portions of the bonds of such Series to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any registered bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new bond or bonds of an aggregate principal amount equal to such unredeemed portion.

Section 9. [Intentionally omitted].

Section 10. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Fifteenth Supplemental Indenture, by adding a new section to be known and designated as Section 17G and to provide as follows, to-wit:

"Section 17G. That, so long as any of the Bonds of Series O are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1966, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1966, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1966,

will not be in excess of the sum of $1,500,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1967 to the date of such dividend, distribution, purchase or other acquisition."

Section 11. [Intentionally omitted.]

(8) Eighteenth Supplemental Indenture (Series U Bonds)

(Form of Registered Bond of Series U)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

6.75% First Mortgage Bond, Series U

Due January 15, 1974

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the fifteenth day of January, 1974, and to pay to the registered owner interest on said sum from the date hereof, at the rate of six and seventy-five one-hundredths per centum (6.75%) per annum, payable half-yearly on the fifteenth day of January and the fifteenth day of July in each year, the first installment of interest being payable on July 15, 1969, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, and the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957, the Twelfth Supplemental Indenture dated as of April 1, 1959, the Thirteenth Supplemental Indenture dated as of April 15, 1961, the Fourteenth Supplemental Indenture dated as of March 15, 1967, the Fifteenth Supplemental Indenture dated as of September 1, 1967, the Sixteenth Supplemental Indenture dated as of January 15, 1968, the Seventeenth Supplemental Indenture dated as of May 1, 1968, and the Eighteenth Supplemental Indenture dated as of January 1, 1969 (hereinafter referred to as the "Eighteenth Supplemental Indenture"), executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided.

Any or all of the bonds of Series U, of which this is one, may be redeemed at any time and from time to time at the option of the Company and upon the notice and in the manner and with the effect provided in Article V of the Indenture by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption, without premium.

In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19__.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Trustee's Certificate)

This bond is one of the bonds of Series U designated and described in the within-mentioned Indenture and Eighteenth Supplemental Indenture.

COMMERCE TRUST COMPANY,
As Trustee

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series U at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $10,000,000. Each bond of Series U shall be designated "6.75% First Mortgage Bond, Series U". The bonds of Series U shall be substantially in the form hereinbefore recited. Each bond of Series U shall be due and payable January 15, 1974 and shall

bear interest from the date thereof at the rate of six and seventy-five one-hundredths per centum (6.75%) per annum payable half-yearly on the fifteenth day of January and the fifteenth day of July in each year, the first installment of interest being payable on July 15, 1969.

Section 2. [Intentionally omitted.]

Section 3. [Intentionally omitted.]

Section 4. Any or all of the bonds of Series U shall be redeemable at any time and from time to time at the option of the Company and upon the notice and in the manner and with the effect provided in Article V of the Indenture by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption, without premium.

Section 5. The Company covenants and agrees subject to the terms and provisions of this Section and Section 6 of this Eighteenth Supplemental Indenture, that, so long as any bonds of Series U shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will

(a) retire, through purchase, payment or redemption, during the calendar year 1971 and during each calendar year thereafter, so long as any bonds of Series U shall be outstanding under the Indenture, a principal amount of the bonds of Series U at least equal to one per centum (1%) of the greatest principal amount of the bonds of Series U outstanding under the Indenture at any time (determined as in this Section provided) between the end of such calendar year and January 14, 1969;

(b) in lieu of the retirement of all or any portion of the principal amount of the bonds of Series U required by subdivision (a) hereof to be retired in any such calendar year, make net expenditures for bondable property (as those terms are defined in Section 3 of Article II of the Indenture) upon which the Indenture is a first lien, subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in said Section 3), in an amount equal to $1,666.67 for each $1,000 in principal amount of the bonds of Series U in lieu of the retirement of which such net expenditures are made; or

(c) pay to the Trustee in cash on or before the first day of April next succeeding the close of such calendar year as debt retirement fund moneys a sum equal to the principal amount of the bonds of Series U required by subdivision (a) hereof to be retired which the Company shall have failed to retire during such calendar year or in lieu of the retirement of which the Company shall not have made net expenditures for bondable property as provided in subdivision (b) hereof.

If in any such calendar year the total of the principal amount of bonds of Series U retired through purchase, payment or redemption plus the amount of net expenditures made for such bondable property shall be in excess of the amount by this Section required for such Series for such year, the Company shall be entitled to be credited to the extent of such excess on account of the requirements of this Section in respect of such Series in any subsequent calendar year or years; provided, however, that no retirement of bonds or net expenditures for bondable property which shall have been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Eighteenth Supplemental Indentures, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture, or which shall have been made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or which shall have been previously used or applied to comply with any requirement of this Section 5 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Eighteenth Supplemental Indentures, shall be certified or be applied for the purpose of complying with this

Section or for the purpose of withdrawing any moneys paid to the Trustee pursuant to this Section. Subject to the foregoing provisions of this paragraph, any such retirement of bonds of Series U made prior to the calendar year 1971 and/or net expenditures for such bondable property made prior to the calendar year 1971, may be certified to comply with the requirements of this Section in respect of such Series for the calendar year 1971 or for any calendar year or years subsequent thereto.

In determining, for the purposes of this Section, the principal amount of bonds of Series U outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then registered in the name of the Company or owned by it and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee; and "the greatest principal amount of bonds of Series U outstanding under the Indenture at any time" during any period shall mean the greatest principal amount of such bonds outstanding, as shown by the Trustee's records, at the close of business on any day in such period after making the foregoing exclusions.

On or before the first day of April in each year beginning with the calendar year 1972, so long as any bonds of Series U shall be outstanding, the Company shall deliver to the Trustee a certificate, signed in the name of the Company by its President or a Vice President and by its Treasurer or an Assistant Treasurer (1) showing in reasonable detail (1) the greatest principal amount of bonds of Series U outstanding under the Indenture at any time during the period between the end of the preceding calendar year and January 14, 1969, determined in accordance with the provisions of this Section, (2) the principal amount of bonds of Series U retired, through purchase, payment or redemption, during the preceding calendar year, plus the amount of net expenditures for such bondable property made during such calendar year, which the Company desires to have applied to the requirements of this Section for such year, and (3) such excess amounts, if any, of bond of Series U so retired and/or net expenditures for such bondable property made, in any preceding calendar year or years, which the Company desires to have applied to the requirements of this Section for the calendar year next preceding the date of such certificate, and (ii) stating that none of such bonds of Series U and none of such expenditures for such bondable property desired by the Company to be applied to the requirements of this Section for such next preceding calendar year has theretofore been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Eighteenth Supplemental Indentures, or has been retired or made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture or has been retired or made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or has been previously used or applied to comply with any requirement of this Section 5 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Eighteenth Supplemental Indentures. If the retirements of bonds of Series U and the net expenditures for such bondable property recited in such certificate for the purpose of complying with this Section are insufficient to meet the requirements of this Section for such calendar year and the Company shall not be entitled, on account of excess retirements of bonds of Series U or net expenditures for such bondable property made in one or more preceding years, to take credit for such calendar year in the amount of the deficiency, the Company shall pay in cash to the Trustee, concurrently with the delivery of such certificate, the amount of any such deficiency which may be required to comply with the above subdivision (c) of this Section.

At the option of the Company any moneys paid to the Trustee under the provisions of this Section shall, upon the written request of the Company, signed in its name by its President or a Vice President, (1) be applied by the Trustee to the purchase in the open market of bonds of Series U at prices not exceeding the principal amount thereof and accrued interest thereon up to but not including the day of purchase, or (2) be paid to or

upon the order of the Company to the extent of the principal amount of bonds of Series U purchased or paid for by the Company and delivered to the Trustee, cancelled or for cancellation, and/or (3) be paid to the Company to reimburse it for, and to the extent of sixty per centum (60%) of, net expenditures for such bondable property made by it; PROVIDED, HOWEVER, that so long as any bonds of Series U shall be outstanding, any such moneys remaining in the hands of the Trustee at the end of three years from the date of the receipt of the same by the Trustee shall not be paid to the Company pursuant to (2) or (3) above, but shall be applied by the Trustee to the purchase or redemption of bonds or Series U as provided in (1) above, except that, unless requested to do so by a writing signed by the President or a Vice President of the Company, the Trustee shall not apply such moneys remaining in its hands to the redemption of bonds of Series U until the aggregate amount of such moneys shall be sufficient to redeem not less than $10,000 principal amount of bonds of Series U. The requisite showing of facts entitling the Company to have paid to it any moneys under the provisions of this Section shall be made by a certificate signed by the President or a Vice President of the Company and by its Treasurer or an Assistant Treasurer and delivered to the Trustee.

No retirement of bonds or net expenditures for such bondable property certified or applied to comply with the requirements of this Section or made out of moneys deposited with the Trustee under the provisions of this Section or used as a basis for the withdrawal of any such moneys shall thereafter be certified to comply with the provisions of Section 1 of Article VII of the Indenture or be available as a basis for the authentication of bonds or the withdrawal of deposited cash or any other moneys or the release of property under, or to comply with, any provision of the Indenture or the First through the Eighteenth Supplemental Indentures.

Any and all bonds of Series U, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the provisions of this Section shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and cremated by the Trustee (if not theretofore cancelled and cremated). All other bonds of Series U received by the Trustee pursuant to any provisions of this Section shall thereupon be cancelled and cremated by the Trustee.

Upon the purchase or redemption by the Trustee of any bonds of Series U pursuant to the provisions of this Section:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all bonds of Series U so purchased or redeemed.

(b) The Trustee shall, upon the written request of the Company, signed in its name by its President or a Vice President, pay to or upon the order of the Company, from any moneys deposited with the Trustee under this Section, an amount equal to the amount by which the aggregate principal amount of bonds of Series U purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such bonds of Series U.

Section 6. Effective notice of any redemption pursuant to Sections 2 or 3 of this Eighteenth Supplemental Indenture shall be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of Series U are called for redemption, the serial numbers and the portions of bonds of such Series to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount

thereof, a new bond or bonds of an aggregate principal amount equal to such unredeemed portion. The Company shall give such notice of any redemption pursuant to paragraph (c) of Section 5 hereof within 15 days following the deposit by the Company with the Trustee of the monies required to effect such redemption pursuant to said paragraph (c) of Section 5.

Section 7. [Intentionally omitted.]

Section 8. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Eighteenth Supplemental Indenture, by adding a new section to be known and designated as Section 17J and to provide as follows, to wit:

"Section 17J. That, so long as any of the Bonds of Series U are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of its capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1966, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1966, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1966,

will not be in excess of the sum of $1,500,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1967 to the date of such dividend, distribution, purchase or other acquisition."

Section 9. [Intentionally omitted.]

(9) Twenty-fourth Supplemental Indenture (Series U bonds)

Section 1. Section 1 of the Eighteenth Supplemental Indenture is hereby amended, effective upon the execution and delivery of this Twenty-fourth Supplemental Indenture, by changing the maturity date of the Series U Bonds set forth therein from "January 15, 1974" to "January 15, 1994," as authorized by an order of the Public Service Commission of the State of Missouri, dated January 30, 1974, in Case No. 16,660.

Section 2. The form of Series U Bond and the form of Trustee's certificate recited in the Eighteenth Supplemental Indenture are hereby amended, effective upon the execution and delivery of this Twenty-fourth Supplemental Indenture, to read in their entirety as follows:

(Form of Registered Bond of Series U)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

6.75% First Mortgage Bond, Series U

Due January 15, 1994

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the fifteenth day of January, 1994, and to pay to the registered owner interest on said sum from the date hereof, at the rate of six and seventy-five one-hundredths per centum (6.75%) per annum, payable half-yearly on the fifteenth day of January and the fifteenth day of July in each year, the first installment of interest being payable on July 15, 1969, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (now named Commerce Bank of Kansas City, N.A., and hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, and the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957, the Twelfth Supplemental Indenture dated as of April 1, 1959, the

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Thirteenth Supplemental Indenture dated as of April 15, 1961, the Fourteenth Supplemental Indenture dated as of March 15, 1967 and the Fifteenth Supplemental Indenture dated as of September 1, 1967, the Sixteenth Supplemental Indenture dated as of January 15, 1968, the Seventeenth Supplemental Indenture dated as of May 1, 1968, and the Eighteenth Supplemental Indenture dated as of January 1, 1969, the Nineteenth Supplemental Indenture dated as of April 15, 1969, the Twentieth Supplemental Indenture dated as of May 1, 1971, the Twenty-first Supplemental Indenture dated as of April 15, 1972, the Twenty-second Supplemental Indenture dated as of April 1, 1973, the Twenty-third Supplemental Indenture dated as of November 15, 1974, the Twenty-fourth Supplemental Indenture dated as of December 1, 1974 pursuant to which certain provisions of the Eighteenth Supplemental Indenture were amended (said Eighteenth Supplemental Indenture as so amended is hereinafter referred to as the "Eighteenth Supplemental Indenture"), executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided.

Any or all of the bonds of Series U, of which this is one, may be redeemed at any time and from time to time at the option of the Company and upon the notice and in the manner and with the effect provided in Article V of the Indenture by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption, without premium.

In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by

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its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19___.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Trustee's Certificate)

This bond is one of the bonds of Series U designated and described in the within-mentioned Indenture and Eighteenth Supplemental Indenture.

COMMERCE BANK OF KANSAS CITY, N.A.,
As Trustee

By _____
Authorized Officer

Section 3. This Twenty-fourth Supplemental Indenture is executed by the Company and the Trustee pursuant to the provisions of Article XVI of the Indenture, and the terms and conditions hereof shall be deemed to be and shall be part of the terms and conditions of the Eighteenth Supplemental Indenture for any and all purposes. The Eighteenth Supplemental Indenture, as hereby amended, is in all respects adopted, ratified and confirmed by the parties hereto.

Section 4. [Intentionally omitted.]

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(10) Twenty-first Supplemental Indenture (Series X Bonds)

(Form of Registered Bond of Series X)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

7 7/8% First Mortgage Bond, Series X

Due April 15, 2002

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the fifteenth day of April, 2002, and to pay to the registered owner interest on said sum from the date hereof, at the rate of seven and seven-eighths per centum (7 7/8%) per annum, payable half-yearly on the fifteenth day of April and the fifteenth day of October in each year, the first installment of interest being payable on October 15, 1972, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture) dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (now named Commerce Bank of Kansas City and hereinafter sometime referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957, the Twelfth Supplemental Indenture dated as of April 1, 1959, the Thirteenth Supplemental Indenture dated as of April 15, 1961, the Fourteenth Supplemental Indenture dated as of March 15, 1967, the Fifteenth Supplemental Indenture dated as of September 1, 1967, the Sixteenth Supplemental Indenture dated as of January 15, 1968, the Seventeenth Supplemental Indenture dated as of May 1, 1968, the Eighteenth Supplemental Indenture dated as of January 1, 1969, the Nineteenth Supplemental Indenture dated as of April 15, 1969, the Twentieth Supplemental Indenture dated as of May 1, 1971, and the Twenty-first Supplemental Indenture dated as of April 15, 1972 (hereinafter referred to as the "Twenty-first Supplemental Indenture"), executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any

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or all of the bonds of Series X, of which this is one, may be redeemed at any time and from time to time at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in the Twenty-first Supplemental Indenture),

(a) by the payment of the following respective percentages of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption:

If redeemed during the twelve months' period ending April 14,

1973.....107.875%	1989.....103.530%
1974.....107.603%	1990.....103.259%
1975.....107.322%	1991.....102.987%
1976.....107.060%	1992.....102.716%
1977.....106.789%	1993.....102.444%
1978.....106.517%	1994.....102.172%
1979.....106.246%	1995.....101.901%
1980.....105.974%	1996.....101.629%
1981.....105.703%	1997.....101.358%
1982.....105.431%	1998.....101.086%
1983.....105.160%	1999.....100.815%
1984.....104.888%	2000.....100.543%
1985.....104.616%	2001.....100.272%
1986.....104.345%	2002.....100.000%
1987.....104.073%	and thereafter
1988.....103.802%	without premium;

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of the Twenty-first Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series X, of which this is one, may be redeemed at any time prior to April 15, 1980, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than seven and seven-eighths per centum (7 7/8%) per annum. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any Indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is

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transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19___.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

AND WHEREAS, on each of the bonds of Series X issued under and secured by the Indenture (whether in temporary or definite form) there is to be endorsed a certificate of the Trustee substantially in the following from, to wit:

(Trustee's Certificate)

This bond is one of the bonds of Series X designated and described in the within-mentioned Indenture and Twenty-first Supplemental Indenture.

COMMERCE TRUST COMPANY,
As Trustee

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series X at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $5,000,000. Each bond of Series X shall be designated "7 7/8% First Mortgage Bond, Series X". The bonds of Series X shall be substantially in the form hereinbefore recited. Each bond of Series X shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof, in which event it shall be dated as of the date of issue, shall be due and payable April 15, 2002, shall bear interest from the date thereof, at the rate of seven and seven-eighths per centum (7 7/8%) per annum payable half-yearly on the fifteenth day of April and the fifteenth day of October in each year, the first installment of interest being payable on October 15, 1972; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Any or all of the bonds of Series X shall be redeemable at any time and from time to time at the option of the Company (except as hereinafter

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otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of this Twenty-first Supplemental Indenture),

(a) by the payment of the following respective percentages of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption:

If redeemed during the twelve months' period ending April 14,

1973.....107.875%	1989.....103.530%
1974.....107.603%	1990.....103.259%
1975.....107.322%	1991.....102.987%
1976.....107.060%	1992.....102.716%
1977.....106.789%	1993.....102.444%
1978.....106.517%	1994.....102.172%
1979.....106.246%	1995.....101.901%
1980.....105.974%	1996.....101.629%
1981.....105.703%	1997.....101.358%
1982.....105.431%	1998.....101.086%
1983.....105.160%	1999.....100.815%
1984.....104.888%	2000.....100.543%
1985.....104.616%	2001.....100.272%
1986.....104.345%	2002.....100.000%
1987.....104.073%	and thereafter
1988.....103.802%	without premium;

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of this Twenty-first Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series X may be redeemed at any time prior to April 15, 1980, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than seven and seven-eights per centum (7 7/8%) per annum.

Section 2. The Company covenants and agrees subject to the terms and provisions of this Section and Section 3 of this Twenty-first Supplemental Indenture that, so long as any bonds of Series X shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will

(a) retire, through purchase, payment or redemption, during the calendar year 1975 and during each calendar year thereafter, so long as any bonds of Series X shall be outstanding under the Indenture, a principal amount of bonds of Series X at least equal to one per centum (1%) of the greatest principal amount of bonds of Series X outstanding under the Indenture at any time (determined as in this Section provided) between the end of such calendar year and April 14, 1972;

(b) in lieu of the retirement of all or any portion of the principal amount of bonds of Series X required by subdivision (a) hereof to be retired in any such calendar year, make net expenditures for bondable property (as those terms are defined in Section 3 of Article II of the Indenture) upon which the Indenture is a first lien, subject only to permitted encumbrances and liens and prepaid liens (as those terms are defined in said Section 3), in an amount equal to $1,666.67 for each $1,000 in principal amount of bonds in lieu of the retirement of which such net expenditures are made; or

(c) pay to the Trustee in cash on or before the first day of April next succeeding the close of such calendar year as debt retirement fund moneys a sum equal to the principal amount of bonds of Series X required by subdivision (a) hereof to be retired which the Company shall have failed to retire during such calendar year or in lieu of the retirement of which the Company shall not have made net expenditures for bondable property as provided in subdivision (b) hereof.

If in any such calendar year the total of the principal amount of bonds of Series X retired through purchase, payment or redemption plus the amount of net expenditures made for such bondable property shall be in excess of the amount by this Section required for Series X for such year, the Company shall be entitled to be credited to the extent of such excess on account of the requirements of this Section in any subsequent calendar year or years; provided, however, that no retirement of bonds or net expenditures for bondable property which shall have been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Twenty-first Supplemental Indentures, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture, or which shall have been made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or which shall have been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Twenty-first Supplemental Indentures, shall be certified or be applied for the purpose of complying with this Section or for the purpose of withdrawing any moneys paid to the Trustee pursuant to this Section. Subject to the foregoing provisions of this paragraph, any such retirement of bonds of Series X made prior to the calendar year 1975 and/or net expenditures for such bondable property made prior to the calendar year 1975, may be certified to comply with the requirements of this Section for the calendar year 1975 or for any calendar year or years subsequent thereto.

In determining, for the purposes of this Section, the principal amount of bonds of Series X outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then owned by the Company and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee; and "the greatest principal amount of bonds of Series X outstanding under the Indenture at any time" during any period shall mean the greatest principal amount of such bonds outstanding, as shown by the Trustee's records, at the close of business on any day in such period after making the foregoing exclusions.

On or before the first day of April in each year beginning with the calendar year 1976, so long as any bonds of Series X shall be outstanding, the Company shall deliver to the Trustee a certificate, signed in the name of the Company by its President or a Vice President and by its Treasurer or an Assistant Treasurer (i) showing in reasonable detail (1) the greatest principal amount of bonds of Series X outstanding under the Indenture at any time during the period between the end of the preceding calendar year and April 14, 1972, determined in accordance with the provisions of this Section, (2) the principal amount of bonds of Series X retired, through

purchase, payment or redemption, during the preceding calendar year, plus the amount of net expenditures for such bondable property made during such calendar year, which the Company desires to have applied to the requirements of this Section for such year, and (3) such excess amounts, if any, of bond of Series X so retired and/or net expenditures for such bondable property made, in any preceding calendar year or years, which the Company desires to have applied to the requirements of this Section for the calendar year next preceding the date of such certificate, and (ii) stating that none of such bonds of Series X and none of such expenditures for such bondable property desired by the Company to be applied to the requirements of this Section for such next preceding calendar year has theretofore been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys, under any provision of the Indenture or the First through the Twenty-first Supplemental Indentures, or has been retired or made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture or has been retired or made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Section or of Section 4 of Article II or of Article IX of the Indenture, or has been previously used or applied to comply with any requirement of this Section 2 or of Article VII of the Indenture or with any other provision of the Indenture or the First through the Twenty-first Supplemental Indentures. If the retirements of bonds of Series X and the net expenditures for such bondable property recited in such certificate for the purpose of complying with this Section are insufficient to meet the requirements of this Section for such calendar year and the Company shall not be entitled, on account of excess retirements of bonds of Series X or net expenditures for such bondable property made in one or more preceding years, to take credit for such calendar year in the amount of the deficiency, the Company shall pay in cash to the Trustee, concurrently with the delivery of such certificate, the amount of any such deficiency which may be required to comply with the above subdivision (c) of this Section.

At the option of the Company any moneys paid to the Trustee under the provisions of this Section shall, upon the written request of the Company, signed in its name by its President or a Vice President, (1) be applied by the Trustee to the purchase in the open market of bonds of Series X, at not exceeding the redemption price specified in clause (a) of Section 1 of this Twenty-First Supplemental Indenture, or to the redemption of bonds of Series X, at the principal amount thereof and accrued interest thereon to the date of redemption, or (2) be paid to or upon the order of the Company to the extent of the principal amount of bonds of Series X purchased or paid for by the Company and delivered to the Trustee, cancelled or for cancellation, and/or (3) be paid to the Company to reimburse it for, and to the extent of sixty per centum (60%) of, net expenditures for such bondable property made by it; PROVIDED, HOWEVER, that so long as any bonds of Series X shall be outstanding, any such moneys remaining in the hands of the Trustee at the end of three years from the date of the receipt of the same by the Trustee shall not be paid to the Company pursuant to (2) or (3) above, but shall be applied by the Trustee to the purchase or redemption of bonds or Series X as provided in (1) above, except that, unless requested to do so by a writing signed by the President or a Vice President of the Company, the Trustee shall not apply such moneys remaining in its hands to the redemption of bonds of Series X until the aggregate amount of such moneys shall be sufficient to redeem not less than $10,000 principal amount of bonds of Series X. The requisite showing of facts entitling the Company to have paid to it any moneys under the provisions of this Section shall be made by a certificate signed by the President or a Vice President of the Company and by its Treasurer or an Assistant Treasurer and delivered to the Trustee.

No retirement of bonds or net expenditures for such bondable property certified or applied to comply with the requirements of this Section or made out of moneys deposited with the Trustee under the provisions of this Section or used as a basis for the withdrawal of any such moneys shall thereafter be certified to comply with the provisions of Section 1 of Article VII of the Indenture or be available as a basis for the

authentication of bonds or the withdrawal of deposited cash or any other moneys or the release of property under, or to comply with, any provision of the Indenture or the First through the Twenty-First Supplemental Indentures.

Any and all bonds of Series X, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the provisions of this Section shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and cremated by the Trustee (if not theretofore cancelled and cremated). All other bonds of Series X received by the Trustee pursuant to any provision of this Section shall thereupon be cancelled and cremated by the Trustee.

Upon the purchase or redemption by the Trustee of any bonds of Series X pursuant to the provisions of this Section:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all bonds of Series X so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the bonds of Series X purchased or redeemed.

(b) The Trustee shall, upon the written request of the Company, signed in its name by its President or a Vice President, pay to or upon the order of the Company, from any moneys deposited with the Trustee under this Section, an amount equal to the amount by which the aggregate principal amount of bonds of Series X purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such bonds of Series X.

Section 3. In case of the redemption of a part only of the bonds of Series X pursuant to Section 1 or 2 of this Twenty-first Supplemental Indenture, the particular bonds or portions thereof ($1,000 or any integral multiples thereof) to be redeemed shall be prorated by the Trustee among the various holders of such bonds in proportion to the aggregate principal amount of such bonds registered in their respective names, except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding $1,000 to one or more of such holders to the end that the principal amount of the bonds registered in the name of any such holder to be redeemed will be $1,000 or an integral multiple thereof, and (ii) in making such allocation, if the aggregate principal amount of bonds registered in the name of any holder of bonds shall be $1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such holder. In any redemption pursuant to Sections 1 or 2 of this Twenty-first Supplemental Indenture, bonds held by the Company shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

Effective notice of any redemption pursuant to Sections 1 or 2 of this Twenty-first Supplemental Indenture shall be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of Series X are called for redemption, the serial numbers and the portions of the bonds of such Series to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new bond or bonds of an aggregate principal amount equal to such unredeemed portion. The Company shall give such notice of any redemption pursuant to paragraph (c) of Section 2 hereof within 15 days following the

deposit by the Company with the Trustee of the monies required to effect such redemption pursuant to said paragraph (c) of Section 2.

Section 4. [Intentionally omitted.]

Section 5. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Twenty-first Supplemental Indenture, by adding a new section to be known and designated as Section 17M and to provide as follows, to-wit:

"Section 17M. That, so long as any of the Bonds of Series X are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1967, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1967, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1967,

will not be in excess of the sum of $1,500,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1968 to the date of such dividend, distribution, purchase or other acquisition."

Section 6. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Twenty-first Supplemental Indenture, by adding a new section to be known and designated as Section 13A and to provide as follows, to wit:

"Section 13A. That the Company will, and will cause its subsidiaries to, comply in all material respects with all laws and government rules and regulations applicable to the business, properties and assets of the Company and its subsidiaries; and that the Company will, and will cause its subsidiaries to, take all such timely action and make all such timely preparation as will enable it and its subsidiaries to comply, without delay, with all laws or governmental rules or regulations enacted or promulgated, or to be enacted or promulgated, as such laws, rules, regulations or standards come into effect and become applicable to the business, properties or assets of the Company or any such subsidiary; provided, however, that for purposes of this Section, timely action shall mean action at the earliest time possible as determined by the Company; and provided further, that if holders of more than fifty per centum (50%) of the bonds outstanding hereunder shall object in writing to such determination, the Company shall make application to the American Arbitration Association for appointment of an arbiter to finally determine the timeliness of any action taken by the Company under this Section, and the costs and expenses of such arbitration shall be borne equally by the Company and the holders of bonds who have so objected."

Section 7. Section 1 of Article X of the Indenture is hereby amended, effective upon execution and delivery of this Twenty-first Supplemental Indenture, by inserting in subdivision (d) of the first paragraph in said Section, immediately after the words "any bond secured thereby", the words "unless such default arises under the second clause of Section 13A of

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Article III and is not material and the Company shall promptly initiate and diligently proceed to take all measures necessary to remedy such default and to prevent any recurrence thereof."

Section 8. [Intentionally omitted.]

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(11) Twenty-second Supplemental Indenture (Series Y Bonds)

(Form of Registered Bond of Series Y)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

7.95% First Mortgage Bond, Series Y

Due April 1, 1998

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the first day of April, 1998, and to pay to the registered owner interest on said sum from the date hereof, at the rate of seven and ninety-five one-hundredths per centum (7.95%) per annum, payable half-yearly on the first day of April and the first day of October in each year, the first installment of interest being payable on October 1, 1973, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (now named Commerce Bank of Kansas City, N.A. and hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, and the Eleventh Supplemental Indenture (hereinafter referred to as "Eleventh Supplemental Indenture") dated as of September 1, 1957, the Twelfth Supplemental Indenture dated as of April 1, 1959, and the Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture dated as of March 15, 1967, and the Fifteenth Supplemental Indenture dated as of September 1, 1967, the Sixteenth Supplemental Indenture dated as of May 1, 1968, the Seventeenth Supplemental Indenture dated as of January 1, 1969, and the Eighteenth Supplemental Indenture dated as of April 15, 1969, the Nineteenth Supplemental Indenture dated as of May 1, 1971, the Twenty-first Supplemental Indenture dated as of April 15, 1972, the Twenty-second Supplemental Indenture dated as of April 1, 1973 (hereinafter referred to as the "Twenty-second Supplemental Indenture"), executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture

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provided. Any or all of the bonds of Series Y, of which this is one, may be redeemed at any time and from time to time at the option of the Company (except as hereinafter otherwise provided) and upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in the Twenty-second Supplemental Indenture),

(a) at any time on or after April 1, 1978 by the payment of the following respective percentages of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption:

If redeemed during the twelve months' period ending March 31,

1979	106.294%	1990	102.650%
1980	105.963	1991	102.319
1981	105.631	1992	101.988
1982	105.300	1993	101.656
1983	104.969	1994	101.325
1984	104.638	1995	100.994
1985	104.306	1996	100.663
1986	103.975	1997	100.331
1987	103.644	1998	100.000
1988	103.313	and thereafter	
1989	102.981	without premium;	

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of the Twenty-second Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any Indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

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IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19__.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Trustee's Certificate)

This bond is one of the bonds of Series Y designated and described in the within-mentioned Indenture and Twenty-second Supplemental Indenture.

COMMERCE BANK OF KANSAS CITY, N.A.
As Trustee,

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series Y at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $15,000,000. Each bond of Series Y shall be designated "7.95% First Mortgage Bond, Series Y". The bonds of Series Y shall be substantially in the form hereinbefore recited. Each bond of Series Y shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof, in which event it shall be dated as of the date of issue, shall be due and payable April 1, 1998, shall bear interest from the date thereof, at the rate of seven and ninety-five one-hundredths per centum (7.95%) per annum payable half-yearly on the first day of April and the first day of October in each year, the first installment of interest being payable on October 1, 1973; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Any or all of the bonds of Series Y shall be redeemable at the option of the Company and upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of this Twenty-second Supplemental Indenture), as follows:

(a) at any time and from time to time on and after April 1, 1978 by the payment of the following respective percentages of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption:

If redeemed during the twelve months' period ending March 31,

1979	106.294%	1990	102.650%
1980	105.963%	1991	102.319%
1981	105.631%	1992	101.988%
1982	105.300%	1993	101.656%
1983	104.969%	1994	101.325%
1984	104.638%	1995	100.994%

1985.....104.306%	1996.....100.663%
1986.....103.975%	1997.....100.331%
1987.....103.644%	1998.....100.000%
1988.....103.313%	and thereafter
1989.....102.981%	without premium;

or

(b) at any time and from time to time in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of this Twenty-second Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption and accrued interest thereon to the date of redemption without premium.

Section 2. The Company covenants and agrees subject to the terms and provisions of this Section and Section 3 of this Twenty-second Supplemental Indenture that, so long as any bonds of Series Y shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will, on or before March 31, 1974, and on or before March 31 of each year thereafter to and including March 31, 1997, pay to the Trustee as debt retirement fund moneys a sum in cash sufficient to retire by redemption $300,000 principal amount of outstanding bonds of Series Y on the next succeeding April 1, at the principal amount thereof.

In determining, for the purposes of this Section, the principal amount of bonds of Series Y outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then owned by the Company and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee.

Upon the redemption by the Trustee of bonds of Series Y pursuant to the provisions of this Section, the Company shall pay to the Trustee all interest up to but not including the day of redemption, on all bonds of Series Y so redeemed. Any moneys paid to the Trustee under the provisions of this Section shall be applied by the Trustee to the redemption of bonds of Series Y at the principal amount thereof and accrued interest thereon to the date of redemption.

All bonds of Series Y surrendered to the Trustee pursuant to the provisions of this Section shall thereupon be cancelled and destroyed by the Trustee.

Section 3. In case of the redemption of a part only of the bonds of Series Y pursuant to Section 1 or 2 of this Twenty-second Supplemental Indenture, the particular bonds or portions thereof ($1,000 or any integral multiples thereof) to be redeemed shall be prorated by the Trustee among the various holders of such bonds in proportion to the aggregate principal amount of such bonds registered in their respective names, except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding $1,000 to one or more of such holders to the end that the principal amount of the bonds registered in the name of any such holder to be redeemed will be $1,000 or an integral multiple thereof, and (ii) in making such allocation, if the aggregate principal amount of bonds registered in the name of any holder of bonds shall be $1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such holder. In any redemption pursuant to Sections 1 or 2 of this Twenty-second Supplemental Indenture, bonds held by the Company shall not be

considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

Effective notice of any redemption pursuant to Sections 1 or 2 of this Twenty-second Supplemental Indenture shall be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of Series Y are called for redemption, the serial numbers and the portions of the bonds of such Series to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new bond or bonds of an aggregate principal amount equal to such unredeemed portion. The Trustee shall cause such bonds called for redemption to be redeemed and paid in accordance with this Section 3 and Section 2 of this Supplemental Indenture.

Section 4. [Intentionally omitted.]

Section 5. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Twenty-second Supplemental Indenture, by adding a new section be known and designated as Section 17N and to provide as follows, to-wit:

"Section 17N. That, so long as any of the Bonds of Series Y are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of its capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1969, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1969, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1969,

will not be in excess of the sum of $1,500,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1970 to the date of such dividend, distribution, purchase or other acquisition."

Section 6. [Intentionally omitted.]

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(12) Twenty-fifth Supplemental Indenture (Series AA Bonds)

(Form of Bond of Series AA)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

9 1/4% First Mortgage Bond, Series AA

Due September 1, 1996

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the first day of September, 1996, and to pay to the registered owner interest on said sum from the date hereof until such sum shall have become due and payable; at the rate of nine and one-quarter per centum (9 1/4%) per annum, payable half-yearly on the first day of March and the first day of September in each year, the first installment of interest being payable on March 1, 1977, and to pay interest on any overdue principal (and premium, if any) and, to the extent permitted by applicable law, on any overdue installment of interest at the rate of ten and one-quarter per centum (10 1/4%) per annum, until paid, payable half-yearly as aforesaid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (now named Commerce Bank of Kansas City, N.A. and hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, and the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957 and the Twelfth Supplemental Indenture dated as of April 1, 1959, the Thirteenth Supplemental Indenture dated as of April 15, 1961, the Fourteenth Supplemental Indenture dated as of March 15, 1967, the Fifteenth Supplemental Indenture dated as of September 1, 1967, the Sixteenth Supplemental dated as of January 15, 1968, the Seventeenth Supplemental Indenture dated as of May 1, 1968, the Eighteenth Supplemental Indenture dated as of January 1, 1969, the Nineteenth Supplemental Indenture dated as of April 15, 1969, the Twentieth Supplemental Indenture dated as of May 1, 1971, the Twenty-first Supplemental Indenture dated as of April 15, 1972, the Twenty-second Supplemental Indenture dated as of April 1, 1973, the Twenty-third Supplemental Indenture dated as of November 15, 1974, the Twenty-fourth Supplemental Indenture dated as of December 1, 1974, and the Twenty-fifth Supplemental Indenture dated as of September 1, 1976 (hereinafter referred to as the "Twenty-fifth Supplemental Indenture"), executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is

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hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any or all of the bonds of Series AA, of which this is one, may be redeemed by the Company upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in the Twenty-fifth Supplemental Indenture),

(a) at any time and from time to time by the payment of the following redemption prices (expressed as percentages of the principal amount of the bonds called for redemption) plus accrued interest thereon to the date of redemption:

If Redeemed During the Twelve Months' Period Ending September 1		If Redeemed During the Twelve Months' Period Ending September 1	
1977	109.250%	1987	104.382%
1978	108.763	1988	103.895
1979	108.276	1990	103.408
1980	107.789	1990	102.921
1981	107.303	1991	102.434
1982	106.816	1992	101.947
1983	106.329	1993	101.461
1984	105.842	1994	100.974
1985	105.355	1995	100.487
1986	104.868	1996	100.000

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of the Twenty-fifth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series AA, of which this is one, may be redeemed at any time prior to September 1, 1986, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having (i) an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than nine and one-quarter per centum (9 1/4%) per annum or (ii) an average life less than the then remaining average life of the bonds of Series AA. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any

assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19__.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Trustee's Certificate)

This bond is one of the bonds of Series AA designated and described in the within-mentioned Indenture and Twenty-fifth Supplemental Indenture.

COMMERCE BANK OF KANSAS CITY, N.A.
As Trustee,

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series AA at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $10,000,000. Each bond of Series AA shall be designated "9 1/4% First Mortgage Bond, Series AA". The bonds of Series AA shall be substantially in the forms hereinbefore recited. Each bond of Series AA shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, shall be due and payable September 1, 1996, shall bear interest from the date thereof until such sum shall have become due and payable, at the rate of nine and one-quarter per centum (9 1/4%) per annum payable half-yearly on the first day of March and the first day of September in each year, the first installment of interest being payable on March 1, 1977 and shall bear interest on any overdue principal (and premium, if any) and, to the extent permitted by applicable law, on any overdue installment of interest at the rate of ten and one-quarter per centum (10 1/4%) per annum until paid, payable half-yearly as aforesaid; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States

of America which at the time of payment is legal tender for public and private debts.

Any or all of the bonds of Series AA shall be redeemable by the Company upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of this Twenty-fifth Supplemental Indenture), as follows:

(a) at any time and from time to time by the payment of the following redemption prices (expressed as percentages of the principal amount of the bonds called for redemption) plus accrued interest thereon to the date of redemption:

If Redemeed During the Twelve Months' Period Ending September 1		If Redeemed During the Twelve Months' Period Ending September 1	
1977	109.250%	1987	104.382%
1978	108.763	1988	103.895
1979	108.276	1990	103.408
1980	107.789	1990	102.921
1981	107.303	1991	102.434
1982	106.816	1992	101.947
1983	106.329	1993	101.461
1984	105.842	1994	100.974
1985	105.355	1995	100.487
1986	104.868	1996	100.000

or

(b) at any time and from time to time in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of this Twenty-fifth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series AA may be redeemed at any time prior to September 1, 1986, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having either (i) an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than nine and one-quarter per centum (9 1/4%) per annum or (ii) an average life less than the then remaining average life of the bonds of Series AA.

Section 2: The Company covenants and agrees subject to the terms and provisions of this Section and Section 3 of this Twenty-fifth Supplemental Indenture that, so long as any bonds of Series AA shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will, on or before August 31, 1982, and on or before August 31 of each year thereafter to and including August 31, 1995, pay to the Trustee as debt retirement fund moneys a sum in cash sufficient to retire by redemption $667,000 principal amount of outstanding bonds of Series AA on the next succeeding September 1, at the principal amount thereof.

Upon the redemption by the Trustee of bonds of Series AA pursuant to the provisions of this Section, the Company shall pay to the Trustee all interest up to but not including the day of redemption, on all bonds of Series AA so redeemed. Any moneys paid to the Trustee under the provisions of this Section shall be applied by the Trustee to the redemption of bonds of Series AA at the principal amount thereof and accrued interest thereon to the date of redemption.

All bonds of Series AA surrendered to the Trustee pursuant to the provisions of this Section shall thereupon be cancelled and destroyed by the Trustee.

Section 3: In case of the redemption of a part only of the bonds of Series AA pursuant to Section 1 or 2 of this Twenty-fifth Supplemental Indenture, the particular bonds or portions thereof ($1,000 or any integral multiples thereof) to be redeemed shall be prorated by the Trustee among the various holders of such bonds in proportion to the aggregate principal amount of such bonds registered in their respective names, except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding $1,000 to one or more of such holders to the end that the principal amount of the bonds registered in the name of any such holder to be redeemed will be $1,000 or an integral multiple thereof, and (ii) in making such allocation, if the aggregate principal amount of bonds registered in the name of any holder of bonds shall be $1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such holder. In any redemption pursuant to Section 1 or 2 of this Twenty-fifth Supplemental Indenture, bonds held by the Company shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

Effective notice of any redemption pursuant to Section 1 or 2 of this Twenty-fifth Supplemental Indenture shall be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of Series AA are called for redemption, the serial numbers and the portions of bonds of such Series to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new bond or bonds of an aggregate principal amount equal to such unredeemed portion. The Trustee shall cause such bonds called for redemption to be redeemed and paid in accordance with this Section 3 and Section 2 of this Twenty-fifth Supplemental Indenture.

Section 4. [Intentionally omitted.]

Section 5. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Twenty-fifth Supplemental Indenture, by adding a new section to be known and designated as Section 17P and to provide as follows, to-wit:

"Section 17P. That, so long as any of the Bonds of Series AA are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital

stock) on shares of its capital stock, of any class, subsequent to December 31, 1975, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1975, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1975 (provided, however, that the net cash proceeds received by the Company, on or about April 1, 1976 from the underwritten public offering of 300,000 shares of its common stock shall not be included in any calculation under this clause (b)),

will not be in excess of the sum of $5,000,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1976 to the date of such dividend, distribution, purchase or other acquisition."

Section 6. [Intentionally omitted.]

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(13) Twenty-sixth Supplemental Indenture (Series BB Bonds)

(Form of Registered Bond of Series BB)

This bond is not transferable except to a successor trustee under the Indenture of Trust, dated as of July 1, 1977, of the City of Wamego, Kansas, to The First National Bank of Kansas City, as Trustee.

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

6.20% First Mortgage Bond, Series BB

Due July 1, 2002

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the first day of July, 2002, and to pay to the registered owner interest on said sum from the date hereof, at the rate of six and twenty one-hundredths per centum (6.20%) per annum, payable half-yearly on the first day of January and the first day of July in each year, the first installment of interest being payable on January 1, 1978, until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (now named Commerce Bank of Kansas City and hereinafter sometime referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957, the Twelfth Supplemental Indenture dated as of April 1, 1959, the Thirteenth Supplemental Indenture dated as of April 15, 1961, the Fourteenth Supplemental Indenture dated as of March 15, 1967, the Fifteenth Supplemental Indenture dated as of September 1, 1967, the Sixteenth Supplemental Indenture dated as of January 15, 1968, the Seventeenth Supplemental Indenture dated as of May 1, 1968, the Eighteenth Supplemental Indenture dated as of April 15, 1969, the Twentieth Supplemental Indenture dated as of May 1, 1971, the Twenty-first Supplemental Indenture dated as of April 15, 1972 (hereinafter referred to as the "Twenty-first Supplemental Indenture"), the Twenty-second Supplemental Indenture dated as of April 1, 1973, the Twenty-third Supplemental Indenture dated as of November 15, 1974, the Twenty-fourth Supplemental Indenture dated as of December 1, 1974, the Twenty-fifth Supplemental Indenture dated as of September 1, 1976, and the Twenty-sixth Supplemental Indenture dated as of July 1, 1977 (hereinafter referred to as the "Twenty-sixth supplemental Indenture"), executed and

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delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided.

Upon the redemption, in whole or in part of the City of Wamego, Kansas, Pollution Control Revenue Bonds, Collateralized Series 1977 (Missouri Public Service Company Project), 6.20% due 2002 (hereinafter referred to as the "2002 Wamego Bonds"), issued under the Indenture of Trust dated as of July 1, 1977 (hereinafter referred to as the "Wamego Indenture"), of the City of Wamego, Kansas, Series BB bonds shall be redeemed in whole or in like part. To effect the redemption of Series BB Bonds, the trustee under the Wamego Indenture (hereinafter referred to as the "Wamego Trustee") shall deliver to the Trustee (and mail a copy thereof to the Company) a written demand (hereinafter referred to as a "2002 Wamego Redemption Demand") for the redemption of Series BB Bonds equal in principal amount to the principal amount of 2002 Wamego Bonds to be redeemed. The 2002 Wamego Redemption Demand shall be signed by the President, a Vice President or a Trust Officer of the Wamego Trustee and shall state: (1) the aggregate principal amount of 2002 Wamego Bonds then outstanding under the Wamego Indenture; (2) the principal amount of 2002 Wamego Bonds to be redeemed; (3) the interest thereon to be payable on the redemption date; (4) the redemption date and that notice thereof has been given as required in the Wamego Indenture; and (5) in the case of an optional redemption of 2002 Wamego Bonds, that there are sufficient available funds in the Bond Fund established pursuant to the Wamego Indenture to effect such redemption; and (6) that the Trustee is thereby instructed to call for redemption bonds of Series BB equal in principal amount to the principal amount of 2002 Wamego Bonds specified in (2) above. The 2002 Wamego Redemption Demand shall also contain a waiver of notice of such redemption by the Wamego Trustee, as holder of all Series BB Bonds then Outstanding. The Trustee may conclusively presume the statements contained in the 2002 Wamego Redemption Demand to be correct. Redemption of Series BB Bonds shall be at the principal amount of the bonds to be redeemed, together with accrued interest to the redemption date, and such amount shall become and be due and payable on the redemption date. The Company hereby covenants that, if a 2002 Wamego Redemption Demand shall be delivered to the Trustee, the Company, subject to the first full paragraph next succeeding, will deposit, on or before the redemption date, with the Trustee, an amount in cash sufficient to redeem the Series BB Bonds so called for redemption.

All Series BB Bonds shall be pledged by the Company with the Wamego Trustee to secure the payment of the principal of, premium, if any, and interest on, the 2002 Wamego Bonds. The obligation of the Company to make payments with respect to the principal of, premium, if any, and interest on Series BB Bonds shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of, premium, if any, and interest on the 2002 Wamego Bonds shall have been fully or partially paid, or there shall be in the Bond Fund established pursuant to the Wamego Indenture sufficient available funds to fully or partially pay the then due principal of and interest on the 2002 Wamego Bonds. The Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and interest on Series BB Bonds shall have been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the Wamego Trustee, signed by its President, a Vice President or a Trust Officer, stating (i) that timely payment of the principal of or interest on the 2002 Wamego Bonds required to be made by the Company has not been made, (ii) that there are not sufficient available funds in the Bond Fund to make such payment, and (iii) the amount of funds, in addition to available funds in the Bond Fund, required to make such payment.

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In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place of business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor; provided, however, that this bond may not be transferred to a person other than the Wamego Trustee. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this ____ day of _____, 19__.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(TRUSTEE'S CERTIFICATE)

The bond is one of the bonds of Series BB designated and described in the within-mentioned Indenture and Twenty-sixth Supplemental Indenture.

COMMERCE BANK OF KANSAS CITY, N.A.
As Trustee,

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series BB at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $4,000,000. Each bond of Series BB shall be designated "6.20% First Mortgage Bond, Series BB." The bonds of Series BB shall be substantially in the form hereinbefore recited. Each bond of Series BB shall be due and payable July 1, 2002, and shall bear interest from the date thereof at the six and twenty one-hundredths per centum (6.20%) per annum payable half-yearly on the first day of January and the first day of July in each year, the first installment of interest being payable on January 1, 1978.

Section 2. Each bond of Series BB shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the

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date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof, in which event it shall be dated as of the date of issue.

Section 3. Each bond of Series BB shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Section 4. Any or all of the bonds of Series BB shall be redeemable by the Company as follows: upon the redemption, in whole or in part, of the City of Wamego, Kansas, Pollution Control Revenue Bonds, Collateralized Series 1977 (Missouri Public Service Company Project), 6.20% due 2002 (hereinafter referred to as the "2002 Wamego Bonds"), issued under the Indenture of Trust, dated as of July 1, 1977 (hereinafter referred to as the "Wamego Indenture"), of the City of Wamego, Kansas, Series BB Bonds shall be redeemed in whole or in like part. To effect the redemption of Series BB Bonds, the trustee under the Wamego Indenture (hereinafter referred to as the "Wamego Trustee") shall deliver to the Trustee (and mail a copy thereof to the Company) a written demand (hereinafter referred to as a "2002 Wamego Redemption Demand") for the redemption of Series BB Bonds equal in principal amount to the principal amount of 2002 Wamego Bonds to be redeemed. The 2002 Wamego Redemption Demand shall be signed by the President, a Vice President or a Trust Officer of the Wamego Trustee and shall state: (1) the aggregate principal amount of 2002 Wamego Bonds then outstanding under the Wamego Indenture; (2) the principal amount of 2002 Wamego Bonds to be redeemed; (3) the interest thereon to be payable on the redemption date; (4) the redemption date and that notice thereof has been given as required in the Wamego Indenture; (5) in the case of an optional redemption of 2002 Wamego Bonds, that there are sufficient available funds in the Bond Fund established pursuant to the Wamego Indenture to effect such redemption; and (6) that the Trustee is thereby instructed to call for redemption bonds of Series BB equal in principal amount to the principal amount of 2002 Wamego Bonds specified in (2) above. The 2002 Wamego Redemption Demand shall also contain a waiver of notice of such redemption by the Wamego Trustee, as holder of all Series BB Bonds then Outstanding. The Trustee may conclusively presume the statements contained in the 2002 Wamego Redemption Demand to be correct. Redemption of Series BB Bonds shall be at the principal amount of the bonds to be redeemed, together with accrued interest to the redemption date, and such amount shall become and be due and payable on the redemption date. The Company hereby covenants that, if a 2002 Wamego Redemption Demand shall be delivered to the Trustee, the Company will deposit, on or before the redemption date, with the Trustee, an amount in cash sufficient to redeem the Series BB Bonds so called for redemption.

Section 5. All Series BB Bonds shall be pledged by the company with the Wamego Trustee to secure the payment of the principal of and interest on, the 2002 Wamego Bonds. The obligation of the Company to make payments with respect to the principal of and interest on Series BB Bonds shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of and interest on the 2002 Wamego Bonds shall have been fully or partially paid, or there shall be in the Bond Fund established pursuant to the Wamego Indenture sufficient available funds to fully or partially pay the then due principal of and interest on the 2002 Wamego Bonds. The Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and interest on Series BB Bonds shall have been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the Wamego Trustee, signed by its President, a Vice President or a Trust Officer, stating (i) that timely payment of the principal of or interest on the 2002 Wamego Bonds required to be made by the Company has not been made, (ii) that there are not sufficient available funds in the Bond Fund to make such payment, and (iii) the amount of funds, in addition to available funds in the Bond Fund, required to make such payment.

Section 6. [Intentionally omitted.]

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(14) Twenty-seventh Supplemental Indenture (Series CC Bonds)

(Form of Bond of Series CC)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

8 5/8% First Mortgage Bond, Series CC

Due April 1, 2003

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the first day of April, 2003, and to pay to the registered owner interest on said sum from the date hereof until such sum shall have become due and payable, at the rate of eight and five-eighths per centum (8 5/8%) per annum, payable half-yearly on the first day of April and the first day of October in each year, the first installment of interest being payable on October 1, 1978, and to pay interest on any overdue principal (and premium, if any) and, to the extent permitted by applicable law, on any overdue installment of interest at the rate of nine and five-eighths per centum (9 5/8%) per annum, until paid, payable half-yearly as aforesaid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (now named Commerce Bank of Kansas City, N.A. and hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, and the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957 and the Twelfth Supplemental Indenture dated as of April 1, 1959, the Thirteenth Supplemental Indenture dated as of April 15, 1961, the Fourteenth Supplemental Indenture dated as of March 15, 1967, the Fifteenth Supplemental Indenture dated as of September 1, 1967, the Sixteenth Supplemental dated as of January 15, 1968, the Seventeenth Supplemental Indenture dated as of May 1, 1968, the Eighteenth Supplemental Indenture dated as of January 1, 1969, the Nineteenth Supplemental Indenture dated as of April 15, 1969, the Twentieth Supplemental Indenture dated as of May 1, 1971, the Twenty-first Supplemental Indenture dated as of April 15, 1972, the Twenty-second Supplemental Indenture dated as of April 1, 1973, the Twenty-third Supplemental Indenture dated as of November 15, 1974, the Twenty-fourth Supplemental Indenture dated as of December 1, 1974, the Twenty-fifth Supplemental Indenture dated as of September 1, 1976, the Twenty-sixth Supplemental Indenture dated as of July 1, 1977, and the Twenty-seventh Supplemental Indenture dated as of April 1, 1978 (hereinafter referred to as the "Twenty-seventh Supplemental Indenture"), executed and

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delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any or all of the bonds of Series CC, of which this is one, may be redeemed by the Company upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in the Twenty-seventh Supplemental Indenture),

(a) at any time and from time to time by the payment of the following redemption prices (expressed as percentages of the principal amount of the bonds called for redemption) plus accrued interest thereon to the date of redemption:

If Redeemed During the Twelve Months' Period Ending April 1		If Redeemed During the Twelve Months' Period Ending April 1	
1979	108.625%	1992	103.953%
1980	108.266	1993	103.593
1981	107.906	1994	103.234
1982	107.547	1995	102.875
1983	107.187	1996	102.515
1984	106.828	1997	102.156
1985	106.469	1998	101.796
1986	106.109	1999	101.437
1987	105.750	2000	100.078
1988	105.390	2001	100.718
1989	105.031	2002	100.359
1990	104.672	2003	100.00
1991	104.312		

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of the Twenty-seventh Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series CC, of which this is one, may be redeemed at any time prior to April 1, 1988, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having (i) an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than eight and five-eighths per centum (8 5/8%) per annum or (ii) an average life less than the then remaining average life of the bonds of Series CC. In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or

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of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19___.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Trustee's Certificate)

This bond is one of the bonds of Series CC designated and described in the within-mentioned Indenture and Twenty-seventh Supplemental Indenture.

COMMERCE BANK OF KANSAS CITY, N.A.,
As Trustee,

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series CC at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $15,000,000. Each bond of Series CC shall be designated "8 5/8% First Mortgage Bond, Series CC". The bonds of Series CC shall be substantially in the forms hereinbefore recited. Each bond of Series CC shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, shall be due and payable April 1, 2003, shall bear interest from the date thereof until such sum shall have become due and payable, at the rate of eight and five-eighths per centum (8 5/8%) per annum payable half-yearly on the first day of April and the first day of October in each year, the first installment of interest being payable on October 1, 1978 and shall bear interest on any overdue principal (and premium, if any)

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and, to the extent permitted by applicable law, on any overdue installment of interest at the rate of nine and five-eighths per centum (9 5/8%) per annum until paid, payable half-yearly as aforesaid; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Any or all of the bonds of Series CC shall be redeemable by the Company upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of this Twenty-seventh Supplemental Indenture), as follows:

(a) at any time and from time to time by the payment of the following redemption prices (expressed as percentages of the principal amount of the bonds called for redemption) plus accrued interest thereon to the date of redemption:

If Redeemed During the Twelve Months' Period Ending April 1		If Redeemed During the Twelve Months' Period Ending April 1	
1979	108.265%	1992	103.953%
1980	108.266	1993	103.593
1981	107.906	1994	103.234
1982	107.547	1995	102.875
1983	107.187	1996	102.515
1984	106.828	1997	102.156
1985	106.469	1998	101.796
1986	106.109	1999	101.437
1987	105.750	2000	100.078
1988	105.390	2001	100.718
1989	105.031	2002	100.359
1990	104.672	2003	100.00
1991	104.312		

or

(b) at any time and from time to time in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of this Twenty-seventh Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), or in case of redemption out of any maintenance and renewal fund moneys received by the Trustee under the provisions of Section 1 of Article VII of the Indenture, by the payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clause (b), no bonds of Series CC may be redeemed at any time prior to April 1, 1988, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having either (i) an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than eight and five-eighths per centum (8 5/8%) per annum or (ii) an average life less than the then remaining average life of the bonds of Series CC.

Section 2: The Company covenants and agrees subject to the terms and provisions of this Section and Section 3 of this Twenty-seventh Supplemental Indenture that, so long as any bonds of Series CC shall be outstanding, in

addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will, on or before March 31, 1983, and on or before March 31 of each year thereafter to and including March 31, 2003, pay to the Trustee as debt retirement fund moneys a sum in cash sufficient to retire by redemption $500,000 principal amount of outstanding bonds of Series CC on the next succeeding April 1, at the principal amount hereof.

Upon the redemption by the Trustee of bonds of Series CC pursuant to the provisions of this Section, the Company shall pay to the Trustee all interest up to but not including the day of redemption, on all bonds of Series CC so redeemed. Any moneys paid to the Trustee under the provisions of this Section shall be applied by the Trustee to the redemption of bonds of Series CC at the principal amount thereof and accrued interest thereon to the date of redemption.

All bonds of Series CC surrendered to the Trustee pursuant to the provisions of this Section shall thereupon be cancelled and destroyed by the Trustee.

Section 3: In case of the redemption of a part only of the bonds of Series CC pursuant to Section 1 or 2 of this Twenty-seventh Supplemental Indenture, the particular bonds or portions thereof ($1,000 or any integral multiples thereof) to be redeemed shall be prorated by the Trustee among the various holders of such bonds in proportion to the aggregate principal amount of such bonds registered in their respective names, except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding $1,000 to one or more of such holders to the end that the principal amount of the bonds registered in the name of any such holder to be redeemed will be $1,000 or an integral multiple thereof, and (ii) in making such allocation, if the aggregate principal amount of bonds registered in the name of any holder of bonds shall be $1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such holder. In any redemption pursuant to Section 1 or 2 of this Twenty-seventh Supplemental Indenture, bonds held by the Company shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

Effective notice of any redemption pursuant to Section 1 or 2 of this Twenty-seventh Supplemental Indenture shall be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of Series CC are called for redemption, the serial numbers and the portions of bonds of such Series to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new bond or bonds of an aggregate principal amount equal to such unredeemed portion. The Trustee shall cause such bonds called for redemption to be redeemed and paid in accordance with this Section 3 and Section 2 of this Twenty-seventh Supplemental Indenture.

Section 4. [Intentionally omitted.]

Section 5. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Twenty-seventh Supplemental Indenture, by adding a new section be known and designated as Section 17Q and to provide as follows, to-wit:

"Section 17Q. That, so long as any of the Bonds of Series CC are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock,

of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1975, plus

(b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1975, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1975 (provided, however, that the net cash proceeds received by the Company on April 1, 1976 from the underwritten public offering of 300,000 shares of its common stock shall not be included in any calculation under this clause (b)),

will not be in excess of the sum of $5,000,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1976 to the date of such dividend, distribution, purchase or other acquisition."

Section 6. [Intentionally omitted.]

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(15) Twenty-eighth Supplemental Indenture (Series DD Bonds)

(Form of Bond of Series DD)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

10 3/8% First Mortgage Bond, Series DD

Due September 15, 2004

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the fifteenth day of September, 2004, and to pay to the registered owner interest on said sum from the date hereof until such sum shall have become due and payable, at the rate of ten and three-eighths per centum (10 3/8%) per annum, payable half-yearly on the fifteenth day of March and the fifteenth day of September in each year, the first installment of interest being payable on March 15, 1980, and to pay interest on any overdue principal (and premium, if any) and, to the extent permitted by applicable law, on any overdue installment of interest at the rate of eleven and three-eighths per centum (11 3/8%) per annum, until paid, payable half-yearly as aforesaid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture of Mortgage or Deed of Trust (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (now named Commerce Bank of Kansas City, N.A. and hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, and the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957 and the Twelfth Supplemental Indenture dated as of April 1, 1959, the Thirteenth Supplemental Indenture dated as of April 15, 1961, the Fourteenth Supplemental Indenture dated as of March 15, 1967, the Fifteenth Supplemental Indenture dated as of September 1, 1967, the Sixteenth Supplemental dated as of January 15, 1968, the Seventeenth Supplemental Indenture dated as of May 1, 1968, the Eighteenth Supplemental Indenture dated as of January 1, 1969, the Nineteenth Supplemental Indenture dated as of April 15, 1969, the Twentieth Supplemental Indenture dated as of May 1, 1971, the Twenty-first Supplemental Indenture dated as of April 15, 1972, the Twenty-second Supplemental Indenture dated as of April 1, 1973, the Twenty-third Supplemental Indenture dated as of November 15, 1974, the Twenty-fourth Supplemental Indenture dated as of December 1, 1974, the Twenty-fifth Supplemental Indenture dated as of September 1, 1976, the Twenty-sixth Supplemental Indenture dated as of July 1, 1977, the Twenty-seventh Supplemental Indenture dated as of April 1, 1978, and the Twenty-eighth Supplemental Indenture dated as of September 15, 1979

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(hereinafter referred to as the "Twenty-eighth Supplemental Indenture"), executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. Any or all of the bonds of Series DD, of which this is one, may be redeemed by the Company upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in the Twenty-eighth Supplemental Indenture),

(a) at any time and from time to time by the payment of the following redemption prices (expressed as percentages of the principal amount of the bonds called for redemption) plus accrued interest thereon to the date of redemption:

If Redeemed During the Twelve Months' Period Ending September 15		If Redeemed During the Twelve Months' Period Ending September 15	
1980	110.375%	1993	104.755%
1981	109.943	1994	104.323
1982	109.510	1995	103.891
1983	109.078	1996	103.458
1984	108.656	1997	103.026
1985	108.214	1998	102.594
1986	107.781	1999	102.161
1987	107.349	2000	101.729
1988	106.917	2001	102.297
1989	106.484	2002	100.864
1990	106.052	2003	100.432
1991	105.620	2004	100.000
1992	105.187		

or

(b) in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions therefor hereinbelow referred to and in Section 2 of the Twenty-eighth Supplemental Indenture set forth, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), by the payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium, or

(c) on September 15 in any year commencing in the year 1985 in an aggregate principal amount not to exceed $400,000, provided that the aggregate principal amount of bonds of Series DD, of which this is one, which the Company may at its option redeem on and after September 15, 1985 pursuant to the provisions of this clause (c) shall be limited to $3,000,000, by the payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium, or

Except as provided in the foregoing clauses (b) and (c), no bonds of Series DD, of which this is one, may be redeemed at any time prior to

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September 15, 1989, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having (i) an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than ten and three-eighths per centum (10 3/8%) per annum or (ii) an average life less than the then remaining average life of the bonds of Series DD.

The Company has covenanted and agreed in Section 2 of the Twenty-eighth Supplemental Indenture, subject to the terms and provisions of said Section and Section 3 of the Twenty-eighth Supplemental Indenture, that, so long as any bonds of Series DD shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture it will, on or before September 14, 1985, and on or before September 14 of each year thereafter to and including September 14, 2004, pay to the Trustee as debt retirement fund moneys a sum in cash sufficient to retire by redemption $400,000 principal amount of outstanding bonds of Series DD on the next succeeding September 15, at the principal amount thereof. Upon the redemption by the Trustee of bonds of Series DD pursuant to the provisions of said Section 2, the Company shall pay to the Trustee all interest up to but not including the day of redemption on all bonds of Series DD so redeemed, and any moneys paid to the Trustee under the provisions of said Section shall be applied by the Trustee to the redemption of bonds of Series DD at the principal amount thereof and accrued interest thereon to the date of redemption. All bonds of Series DD surrendered to the Trustee pursuant to the provisions of said Section shall thereupon be cancelled and destroyed by the Trustee.

In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19___.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

205-1261Ge

(Trustee's Certificate)

This bond is one of the bonds of Series DD designated therein, described in the within-mentioned Indenture and Twenty-eighth Supplemental Indenture.

COMMERCE BANK OF KANSAS CITY, N.A.,
As Trustee,

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series DD at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $10,000,000. Each bond of Series DD shall be designated "10 3/8% First Mortgage Bond, Series DD". The bonds of Series DD shall be substantially in the forms hereinbefore recited. Each bond of Series DD shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, shall be due and payable September 15, 2004, shall bear interest from the date thereof until such sum shall have become due and payable, at the rate of ten and three-eighths per centum (10 3/8%) per annum payable half-yearly on the fifteenth day of March and the fifteenth day of September in each year, the first installment of interest being payable on March 15, 1980 and shall bear interest on any overdue principal (and premium, if any) and, to the extent permitted by applicable law, on any overdue installment of interest at the rate of eleven and three-eighths per centum (11 3/8%) per annum until paid, payable half-yearly as aforesaid; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Any or all of the bonds of Series DD shall be redeemable by the Company upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of this Twenty-eighth Supplemental Indenture), as follows:

(a) at any time and from time to time by the payment of the following redemption prices (expressed as percentages of the principal amount of the bonds called for redemption) plus accrued interest thereon to the date of redemption:

If Redeemed During the Twelve Months' Period Ending September 15		If Redeemed During the Twelve Months' Period Ending September 15	
1980	110.375%	1993	104.755%
1981	109.943	1994	104.323
1982	109.510	1995	103.891
1983	109.078	1996	103.458
1984	108.646	1997	103.026
1985	108.214	1998	102.594
1986	107.781	1999	102.161
1987	107.349	2000	101.729
1988	106.917	2001	101.297
1989	106.484	2002	100.864
1990	106.052	2003	100.432
1991	105.620	2004	100.000
1992	105.187		

or

(b) at any time and from time to time in case of redemption out of any debt retirement fund moneys held from time to time by the Trustee pursuant to the provisions of Section 2 of this Twenty-eighth Supplemental Indenture, or in case of redemption out of moneys received by the Trustee pursuant to the provisions of Article VIII of the Indenture, as proceeds of electric, gas or water utility property transferred to, or taken by eminent domain proceedings by, the United States or any state, or any political subdivision, instrumentality or agency thereof (including any public corporation, district or authority), by the payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

(c) on September 15 in any year commencing in the year 1985 in an aggregate principal amount not to exceed $400,000, provided that the aggregate principal amount of bonds of Series DD which the Company may at its option redeem on and after September 15, 1985 pursuant to the provisions of this clause (c) shall be limited to $3,000,000, by the payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clauses (b) and (c), no bonds of Series DD may be redeemed at any time prior to September 15, 1989, through or in anticipation of any refunding thereof, directly or indirectly, in connection with or as a result of the borrowing of any funds or the incurring of any indebtedness by the Company having either (i) an interest rate or interest cost to the Company (computed in accordance with accepted financial practice) of less than ten and three-eighths per centum (10 3/8%) per annum or (ii) an average life less than the then remaining average life of the bonds of Series DD.

Section 2. The Company covenants and agrees subject to the terms and provisions of this Section and Section 3 of this Twenty-eighth Supplemental Indenture that, so long as any bonds of Series DD shall be outstanding, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, it will, on or before September 14, 1985, and on or before September 14 of each year thereafter to and including September 14, 2004, pay to the Trustee as debt retirement fund moneys a sum in cash sufficient to retire by redemption $400,000 principal amount of outstanding bonds of Series DD on the next succeeding September 15, at the principal amount hereof.

Upon the redemption by the Trustee of bonds of Series DD pursuant to the provisions of this Section, the Company shall pay to the Trustee all interest up to but not including the day of redemption, on all bonds of Series DD so redeemed. Any moneys paid to the Trustee under the provisions of this Section shall be applied by the Trustee to the redemption of bonds of Series DD at the principal amount thereof and accrued interest thereon to the date of redemption.

All bonds of Series DD surrendered to the Trustee pursuant to the provisions of this Section shall thereupon be cancelled and destroyed by the Trustee.

Section 3. In case of the redemption of a part only of the bonds of Series DD pursuant to Section 1 or 2 of this Twenty-eighth Supplemental Indenture, the particular bonds or portions thereof ($1,000 or any integral multiples thereof) to be redeemed shall be prorated by the Trustee among the various holders of such bonds in proportion to the aggregate principal amount of such bonds registered in their respective names; except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding $1,000 to one or more of such holders to the end that the principal amount of the bonds registered in the name of any such holder to be redeemed will be $1,000 or an integral multiple thereof, and (ii) in making such allocation, if the aggregate principal amount of bonds

registered in the name of any holder of bonds shall be $1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such holder. In any redemption pursuant to Section 1 or 2 of this Twenty-eighth Supplemental Indenture, bonds held by the Company shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

Effective notice of any redemption pursuant to Section 1 or 2 of this Twenty-eighth Supplemental Indenture shall be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of Series DD are called for redemption, the serial numbers and the portions of bonds of such Series to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new bond or bonds of an aggregate principal amount equal to such unredeemed portion. The Trustee shall cause such bonds called for redemption to be redeemed and paid in accordance with this Section 3 and Section 2 of this Twenty-eighth Supplemental Indenture.

Section 4. [Intentionally omitted.]

Section 5. Article III of the Indenture is hereby amended, effective upon execution and delivery of this Twenty-eighth Supplemental Indenture, by adding a new section to be known and designated as Section 17R and to provide as follows, to wit:

"Section 17R. That, so long as ay of the Bonds of Series DD are outstanding, the Company will not declare or pay ant dividend (other than dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of its capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1975, plus

(b) the excess if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of its capital stock, of any class, subsequent to December 31, 1975, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1975 (provided, however, that the net cash proceeds received by the Company on and after April 1, 1976 from any underwritten public offering of shares of its common stock shall not be included in any calculation under this clause (b)),

will not be in excess of the sum of $5,000,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1976 to the date of such dividend, distribution, purchase or other acquisition."

Section 6. [Intentionally omitted.]

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(16) Thirtieth Supplemental Indenture (Series FF Bonds)

(Form of Bond of Series FF)

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

16 3/8% First Mortgage Bond, Series FF

Due October 28, 1991

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the twenty-eighth day of October, 1991, and to pay to the registered owner interest on said sum from the date hereof until such sum shall have become due and payable, at the rate of sixteen and three-eighths per centum (16 3/8%) per annum, payable half-yearly on the twenty-eighth day of April and the twenty-eighth day of October in each year, the first installment of interest being payable on April 28, 1983, until said principal sum shall become due and payable and to pay interest on any overdue principal and, to the extent permitted by applicable law, on any overdue installment of interest at the rate of seventeen and three-eighths per centum (17 3/8%) per annum, until paid, payable half-yearly as aforesaid. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. Interest shall be payable on this bond on the basis of a 360-day year of twelve 30-day months. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (now named Commerce Bank of Kansas City, N.A. and hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, and the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957 and the Twelfth Supplemental Indenture dated as of April 1, 1959, the Thirteenth Supplemental Indenture dated as of April 15, 1961, the Fourteenth Supplemental Indenture dated as of March 15, 1967, the Fifteenth Supplemental Indenture dated as of September 1, 1967, the Sixteenth Supplemental dated as of January 15, 1968, the Seventeenth Supplemental Indenture dated as of May 1, 1968, the Eighteenth Supplemental Indenture dated as of January 1, 1969, the Nineteenth Supplemental Indenture dated as of April 15, 1969, the Twentieth Supplemental Indenture dated as of May 1, 1971, the Twenty-first Supplemental Indenture dated as of April 15, 1972, the Twenty-second Supplemental Indenture dated as of April 1, 1973, the Twenty-third Supplemental Indenture dated as of November 15, 1974, the Twenty-fourth Supplemental Indenture dated as of December 1, 1974, the Twenty-fifth Supplemental Indenture dated as of September 1, 1976, the Twenty-sixth Supplemental Indenture dated as of July 1, 1977, the

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Twenty-seventh Supplemental Indenture dated as of April 1, 1978, and the Twenty-eighth Supplemental Indenture dated as of September 15, 1979, the Twenty-ninth Supplemental Indenture dated as of November 15, 1980, and the Thirtieth Supplemental Indenture dated as of October 15, 1982 (hereinafter referred to as the "Thirtieth Supplemental Indenture"), executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided. The bonds of Series FF, of which this is one, shall not redeemed on any date prior to October 28, 1989. On and after October 28, 1989 bonds of Series FF shall be subject to redemption by the Company upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of the Thirtieth Supplemental Indenture), as follows:

(a) An aggregate of $15,000,000 principal amount of the bonds of Series FF may be redeemed as a whole (but not in part) at any one time on or after October 28, 1989 and prior to October 28, 1990 by payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

(b) An aggregate of $10,000,000 principal amount of the bonds of Series FF may be redeemed as a whole (but not in part) at any one time on or after October 28, 1990 and prior to maturity by payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

(c) An aggregate of $15,000,000 principal amount of the bonds of Series FF shall be redeemed on October 28, 1990 (or all of the bonds of Series FF then outstanding if the aggregate principal amount thereof shall be less than $15,000,000) out of debt retirement moneys held by the Trustee pursuant to the provisions of Section 2 of the Thirtieth Supplemental Indenture by the payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clauses (a), (b) and (c) above, the bonds of Series FF shall not otherwise be redeemable.

The Company has covenanted and agreed in Section 2 of the Twenty-eighth Supplemental Indenture, subject to the terms and provisions of said Section and Section 3 of the Thirtieth Supplemental Indenture, that, so long as any bonds of Series FF shall be outstanding, it will, on or before October 7, 1990, pay to the Trustee as debt retirement fund moneys a sum in cash sufficient to retire by redemption $15,000,000 principal amount of outstanding bonds of Series FF on October 28, 1990 (or all of the bonds of Series FF then outstanding if the aggregate principal amount thereof shall be less than $15,000,000) at the principal amount thereof. Upon the redemption by the Trustee of bonds of Series FF pursuant to the provisions of said Section 2, the Company shall pay to the Trustee all interest up to but not including the day of redemption on all bonds of Series FF so redeemed, and any moneys paid to the Trustee under the provisions of said Section shall be applied by the Trustee to the redemption of bonds of Series FF at the principal amount thereof and accrued interest thereon to the date of redemption. All bonds of Series FF surrendered to the Trustee pursuant to the provisions of said Section shall thereupon be cancelled and destroyed by the Trustee.

In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be

had for the payment of the principal of, premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place or business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this _____ day of _____, 19___.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(Trustee's Certificate)

This bond is one of the bonds of Series FF designated and described in the within-mentioned Indenture and Thirtieth Supplemental Indenture.

COMMERCE BANK OF KANSAS CITY, N.A.,
As Trustee,

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series FF at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $25,000,000. Each bond of Series FF shall be designated "16 3/8% First Mortgage Bond, Series FF". The bonds of Series FF shall be substantially in the forms hereinbefore recited. Each bond of Series FF shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, shall be due and payable October 28, 1991, shall bear interest from the date thereof until such sum shall have become due and payable, at the rate of sixteen and three-eighths per centum (16 3/8%) per annum payable half-yearly on the twenty-eighth day of April and the

Twenty-eighth day of October in each year, the first installment of interest being payable on April 28, 1983 and shall bear interest on any overdue principal (and premium, if any) and, to the extent permitted by applicable law, on any overdue installment of interest at the rate of seventeen and three-eighths per centum (17 3/8%) per annum until paid, payable half-yearly as aforesaid; and shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. Interest on the bonds of Series FF shall be payable on the basis of a 360 day year of twelve 30-day months.

No bonds of Series FF shall be redeemable on any date prior to October 28, 1989. On and after October 28, 1989 bonds of Series FF shall be subject to redemption by the Company upon the notice and in the manner and with the effect provided in Article V of the Indenture (except as otherwise provided in Section 3 of this Thirtieth Supplemental Indenture), as follows:

(a) An aggregate of $15,000,000 principal amount of the bonds of Series FF may be redeemed as a whole (but not in part) at any one time on or after October 28, 1989 and prior to October 28, 1990 by payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

(b) An aggregate of $10,000,000 principal amount of the bonds of Series FF may be redeemed as a whole (but not in part) at any one time on or after October 28, 1990 and prior to maturity by payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

(c) An aggregate of $15,000,000 principal amount of the bonds of Series FF shall be redeemed on October 28, 1990 (or all of the bonds of Series FF then outstanding if the aggregate principal amount thereof shall be less than $15,000,000) out of debt retirement moneys held by the Trustee pursuant to the provisions of Section 2 of the Thirtieth Supplemental Indenture by the payment of the principal amount of the bonds called for redemption plus accrued interest thereon to the date of redemption without premium.

Except as provided in the foregoing clauses (a), (b) and (c) above, the bonds of Series FF shall not otherwise be redeemable.

Section 2. The Company covenants and agrees subject to the terms and provisions of this Section and Section 3 of this Thirtieth Supplemental Indenture that, so long as any bonds of Series FF shall be outstanding, it will, on or before October 27, 1990, pay to the Trustee as debt retirement fund moneys a sum in cash sufficient to retire by redemption $15,000,000 principal amount of outstanding bonds of Series FF on October 28, 1990 (or all of the bonds of Series FF then outstanding if the aggregate principal amount thereof shall be less than $15,000,000) at the principal amount thereof.

Upon the redemption by the Trustee of bonds of Series FF pursuant to the provisions of this Section, the Company shall pay to the Trustee all interest up to but not including the day of redemption, on all bonds of Series FF so redeemed. Any moneys paid to the Trustee under the provisions of this Section shall be applied by the Trustee to the redemption of bonds of Series FF at the principal amount thereof and accrued interest thereon to the date of redemption.

All bonds of Series FF surrendered to the Trustee pursuant to the provisions of this Section shall thereupon be cancelled and destroyed by the Trustee.

Section 3. In case of the redemption of a part only of the bonds of Series FF pursuant to Section 1 or 2 of this Thirtieth Supplemental

Indenture, the particular bonds or portions thereof ($1,000 or any integral multiples thereof) to be redeemed shall be prorated by the Trustee among the various holders of such bonds in proportion to the aggregate principal amount of such bonds registered in their respective names, except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding $1,000 to one or more of such holders to the end that the principal amount of the bonds registered in the name of any such holder to be redeemed will be $1,000 or an integral multiple thereof, and (ii) in making such allocation, if the aggregate principal amount of bonds registered in the name of any holder of bonds shall be $1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such holder. In any redemption pursuant to Section 1 or 2 of this Thirtieth Supplemental Indenture, bonds held by the Company shall not be considered to be outstanding and shall be excluded in making the determination of the bonds to be redeemed.

Effective notice of any redemption pursuant to Section 1 or 2 of this Thirtieth Supplemental Indenture shall be given by the Company's mailing or causing to be mailed by registered mail at least 30 days prior to the redemption date, to the respective owners of such bonds called for redemption at their addresses appearing upon the registry books, a written notice specifying (a) the date of redemption, (b) if less than all the outstanding bonds of Series FF are called for redemption, the serial numbers and the portions of bonds of such Series to be redeemed, (c) the place of redemption of such bonds, which shall be at the principal office and place of business of the Trustee, (d) the redemption price of the bonds, which shall be the redemption price stated or referred to in the bonds, and (e) if less than the whole principal amount of any bonds shall be called for redemption, the portion of the principal amount thereof which is to be redeemed and that, upon presentation of such bonds for redemption, there will be issued, in lieu of the unredeemed portion of the principal amount thereof, a new bond or bonds of an aggregate principal amount equal to such unredeemed portion. The Trustee shall cause such bonds called for redemption to be redeemed and paid in accordance with this Section 3 and Section 1 and Section 2 of this Thirtieth Supplemental Indenture.

Section 4. [Intentionally omitted.]

Section 5. So long as any bonds of Series FF are outstanding, the Company hereby covenants (unless otherwise consented to be the holders of not less than 66 2/3% in aggregate unpaid principal amount of the bonds of Series FF at the time outstanding) as follows:

A. That if at any time any cash is deposited with or delivered to and held by the Trustee under the provision of Section 1 of Article IX of the Indenture, the Company will not cause or permit any of such cash to be used by the Trustee to redeem bonds of Series FF except for a redemption specifically permitted by the provisions of clause (a), (b) or (c) of the second paragraph of Section 1 of this Thirtieth Supplemental Indenture. To that end the Company agrees that:

(1) it will not request the use of any such cash for the redemption of bonds of Series FF except for a redemption specifically permitted by the provisions of clause (a), (b) or (c) of the second paragraph of Section 1 of this Thirtieth Supplemental Indenture, and

(2) prior to the expiration of three years from the receipt of any such cash by the Trustee under the provisions of said Section 1 of Article IX of the Indenture, the Company will either: (i) withdraw such cash from the Trustee or exercise its right to require the Trustee to pay such cash to the Company to reimburse it for the cost of net expenditures for bondable property or repairs or replacements or substitutions for property as permitted in said Section or (ii) cause the Trustee to use such cash for the redemption of bonds of any one or more series other than the bonds of Series FF (unless the redemption of bonds of Series FF would be specifically permitted by the provisions of clause (a), (b) or (c) of the second paragraph of Section 1 of this Thirtieth Supplemental Indenture).

B. That the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock), whether in cash, stock or otherwise, or make any other distribution, on or with respect to any class of its capital stock or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase or other acquisition, the sum of

(a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of its capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1981, plus

(b) the excess, if any, of the amount applied or set apart for the purchase or other acquisition of any shares of its capital stock, of any class subsequent to December 31, 1981, over such amounts as shall have been received by the company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 31, 1981,

will not in excess of the sum of $15,000,000 plus (or minus in the case of a deficit) the net income of the Company for the period from January 1, 1982 to the date of such dividend, distribution, purchase or other acquisition.

C. That the Company will not issue any bonds under the provisions of Section 2 of Article II of the Indenture.

D. That the Company will not create or suffer to exist any mortgage, lien or encumbrance on, or create a production payment in, any of its properties or assets, other than

(1) the lien of the Indenture and "permitted encumbrances and liens" and "prepaid liens" as those terms are defined in the Indenture at the date of execution and deliver of this Thirtieth Supplemental Indenture,

(2) mortgages, liens, charges or encumbrances on properties and assets excluded from the lien of the Indenture not created in connection with borrowings or financing transactions and which do not, in the opinion of the Company, materially impair the use of such property in the operation of the business of the Company or the value of such property for the purpose of such business, and

(3) purchase money mortgages, liens or security interests (including capital leases) in respect of property hereafter acquired by the Company, or mortgages, liens or security interests existing in respect of such property at the time of acquisition thereof or created in respect of such property within six months after the time of acquisition thereof, provided that,

(a) no such mortgage, lien or security interest shall extend to or cover any other property of the Company other than improvements to the property subject to such mortgage, lien or security interest, and

(b) the aggregate principal amount of the indebtedness secured by all such mortgages, liens or security interests in respect of any such property shall not at any time exceed (i) 60% of the cost or fair market value, whichever shall be lower, of such property at the time of acquisition thereof or (ii) 15% of the aggregate principal amount of bonds at the time issued and outstanding under the Indenture.

E. That, in addition to the expenditures required to be made under Section 1 of Article VII of the Indenture, the Company will

(a) retire, through purchase, payment or redemption, during the calendar year 1983 and during each calendar year thereafter, a

principal amount of Uncovered Bonds and/or Excess Bonds (each as hereinafter defined) equal to one per centum (1%) of the greatest principal amount of Uncovered Bonds outstanding under the Indenture at any time (determined as in this Subsection E provided) during the preceding calendar year;

(b) in lieu of the retirement of all or any portion of the principal amount of Uncovered Bonds and/or excess bonds required by subdivision (a) hereof to be retired in any such calendar year, make net expenditures for bondable property (as those terms are defined in Section 3 of Article II of the Indenture) upon which the Indenture is a fire lien, subject only top permitted encumbrances and liens and prepaid liens (as those terms are defined in Section 3), in an amount at least equal to $1,666.67 for each $1,000 in principal amount of the Uncovered Bonds and/or excess bonds in lieu of the retirement of which such net expenditures are made; or

(c) pay to the Trustee in cash on or before the first day of April next succeeding the close of such calendar year as debt retirement fund moneys a sum equal to the principal amount of Uncovered Bonds and/or Excess Bonds required by subdivision (a) hereof to be retired which the Company shall have failed to retire during such calendar year or in lieu of the retirement of which the Company shall not have made net expenditures for bondable property as provided in subdivision (b) hereof.

If in any such calendar year the total of the principal amount of Uncovered Bonds and/or Excess Bonds retired through purchase, payment or redemption plus the amount of net expenditures made for such bondable property shall be in excessof the amount required by this Subsection E for such year, the Company shall be entitled to be credited to the extent of such excess on account of the requirements of this Subsection E in any subsequent calendar year or years; provided, however, that no retirement of Uncovered Bonds or Excess Bonds or net expenditures for bondable property which shall have been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys under any provision of the Indenture, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture, or which shall have been made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Subsection E or of Section 4 of Article II or of Article IX of the Indenture, or which shall have been previously used or applied to comply with any requirement of this Subsection E or of any other provision of the Indenture, shall be certified or be applied for the purpose of complying with this Subsection E or for the purpose of withdrawing any moneys paid to the Trustee pursuant to this Subsection E. Subject to the foregoing provisions of this paragraph, any such net expenditures for such bondable property made prior to the calendar year 1983, may be certified to comply with the requirements of this Section for the calendar year 1983 or for any calendar year or years subsequent thereto.

The term "Uncovered Bonds" in respect of any calendar year shall mean all bonds issued and outstanding under the Indenture during such year other than the bonds of Series FF and the bonds of any other series in respect of which there shall have been established either (i) mandatory cash sinking fund provisions requiring the redemption during such calendar year of not less than one per centum (1%) of the original authorized or (ii) sinking fund provisions substantially the same as those set forth in Section 2 of Article VII of the Indenture in respect of the bonds of Series A (except that the sinking fund rate may exceed, but shall not be less than, the rate of one per centum (1%) provided in said Section 2 and there may be such other differences as may be required because of the different dates of issue and/or maturity of, or the mandatory redemption provisions applicable to, the bonds of such series).

The term "Excess Bonds" shall mean bonds of any series which have been redeemed by operation of a mandatory cash sinking fund in any calendar year to the extent that the principal amount thereof so redeemed in such year exceeds one per centum (1%) of the original authorized and outstanding principal amount of the bonds of such series.

In determining, for the purpose of this Subsection E, the principal amount of Uncovered Bonds outstanding under the Indenture at any time, there shall be excluded the principal amount of such bonds then owned by the Company and the principal amount of bonds for the retirement of which the necessary moneys shall be on deposit with the Trustee; and "the greatest principal amount of Uncovered Bonds outstanding under the Indenture at any time" during any period shall mean the greatest principal amount of such bonds outstanding, as shown by the Trustee's records, at the close of business on any day in such period after making the foregoing exclusions.

On or before the first day of April in each year beginning with the calendar year 1984, the Company shall deliver to the Trustee a certificate, signed in the name of the Company by its President or a Vice President and by its Treasurer or an Assistant Treasurer (i) showing in reasonable detail (1) the greatest principal amount of Uncovered Bonds outstanding under the Indenture at any time during each of the two preceding calendar years, determined in accordance with the provisions of this Subsection E, (2) the principal amount of Uncovered Bonds and/or Excess Bonds retired, through purchase, payment or redemption, during the preceding calendar year, plus the amount of net expenditures for such bondable property made during such calendar year, which the Company desires to have applied to the requirements of this Subsection E for such year, and (3) such excess amounts, if any, of Uncovered Bonds and/or Excess Bonds so retired and/or net expenditures for such bondable property made, in any preceding calendar year or years, which the Company desires to have applied to the requirements of this Subsection E for the calendar year next preceding the date of such certificate, and (ii) stating that none of such bonds and none of such expenditures for such bondable property desired by the Company to be applied to the requirements of this Subsection E for such next preceding calendar year has theretofore been made the basis for the authentication of bonds or the release of property or the withdrawal of deposited cash or any other moneys under any provision of the Indenture, or has been retired or made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the lien of the Indenture or has been retired or made out of moneys withdrawn under any provision of the Indenture or with moneys applied to such purpose pursuant to any provision of this Subsection E or of Section 4 of Article II or of Article IX of the Indenture, or has been previously used or applied to comply with any requirement of this Subsection E or of any other provision of the Indenture. If the retirements of Uncovered Bonds and/or Excess Bonds and the net expenditures for such bondable property recited in such certificate for the purpose of complying with this Subsection E are insufficient to meet the requirements of this Subsection E for such calendar year and the Company shall not be entitled, on account of excess retirements of Uncovered Bonds or Excess Bonds or net expenditures for such bondable property made in one or more preceding years, to take credit for such calendar year in the amount of the deficiency, the Company shall pay in cash to the Trustee, concurrently with the delivery of such certificate, the amount of any such deficiency which may be required to comply with the above subdivision (c) of this Subsection E.

At the option of the Company any moneys paid to the Trustee under the provisions of this Subsection E shall, upon the written request of the Company, signed in its name by its President or a Vice President, (1) be applied by the Trustee to the redemption of Uncovered Bonds at the principal amount thereof and accrued interest thereon to the date of redemption, or (2) be paid to or upon the order of the Company to the extent of the principal amount of Uncovered Bonds or Excess Bonds purchased or paid for by the Company and delivered to the Trustee, cancelled or for cancellation, and/or (3) be paid to the Company to reimburse it for, and to the extent of sixty per centum (60%) of, net expenditures for such bondable property made by it; PROVIDED, HOWEVER, that any such moneys remaining in the hands of the

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Trustee at the end of three years from the date of the receipt of the same by the Trustee shall not be paid to the company pursuant to (2) or (3) above, but shall be applied by (1) above, except that, unless requested to do so by a writing signed by the President or a Vice President of the Company, the Trustee shall not apply such moneys remaining in its hands to the redemption of Uncovered Bonds until the aggregate amount of such moneys shall be sufficient to redeem not less than $10,000 principal amount of bonds. The requisite showing of facts entitling the Company to have paid to it any moneys under the provisions of this Section shall be made by a certificate signed by the President or a Vice President of the Company and by its Treasurer or an Assistant Treasurer and delivered to the Trustee.

No retirement of Uncovered Bonds or Excess Bonds or net expenditures for such bondable property certified or applied to comply with the requirements of this Subsection E or made out of moneys deposited with the Trustee under the provisions of this Subsection E or used as a basis for the withdrawal of any such moneys shall thereafter be certified to comply with the provisions of Section 1 of Article VII of the Indenture or be available as a basis for the authentication of bonds or the withdrawal of deposited cash or any other moneys or the release of property under, or to comply with, any provision of the Indenture.

Any and all bonds, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the provisions of this Subsection E, shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and destroyed by the Trustee (if not theretofore cancelled and destroyed). All other bonds received by the Trustee pursuant to any provision of this Subsection E shall thereupon be cancelled and destroyed by the Trustee.

Upon the redemption by the Trustee of any bonds pursuant to the provisions of this Subsection E the Company shall pay to the Trustee all interest up to but not including the day of redemption on all bonds so redeemed.

Section 6. Section 1 of Article X of the Indenture is hereby amended, effective upon execution and delivery of this Thirtieth Supplemental Indenture, by adding at the end of subdivision (a) of the first paragraph in said Section, the following: ", or failure of the Company to pay to the Trustee as debt retirement fund moneys the sum required by Section 2 of the Thirtieth Supplemental Indenture to this Indenture;".

Section 7. [Intentionally omitted.]

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(17) Thirty-first Supplemental Indenture (Series GG Bonds)

(Form of Bond of Series GG)

This bond is not transferable except to a successor trustee under the Indenture of Trust, dated as of October 15, 1983, of the City of St. Marys, Kansas, to The First National Bank of Kansas City, as Trustee.

No. _____ $_____

MISSOURI PUBLIC SERVICE COMPANY

FLOATING RATE FIRST MORTGAGE BOND, SERIES GG

DUE NOVEMBER 1, 1995

Missouri Public Service Company, a Missouri corporation (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on the first day of November, 1995, and to pay to the registered owner interest on said sum from the date hereof, at the rates per annum for each of the following years equal to the product of (i) the rate per annum announced from time to time by Mellon Bank, N.A., as its prime rate of interest (such rate to change automatically and to become effective as of the effective date of each change in such prime rate) (the "Prime Rate") and (ii) the percentage set forth below for such year:

Year Ending October 31	Percentage Of Prime Rate
1984	65%
1985	65%
1986	66%
1987	66%
1988	66%
1989	69%
1990	69%
1991	69%
1992	72%
1993	72%
1994	72%
1995	72%

Interest on the bonds shall be computed on the basis of a year of 360 days and paid for the actual number of days for which due. Interest will be payable May 1, 1984, and thereafter semiannually on November 1, and May 1 in each year until the said principal sum shall have been paid, with interest on overdue interest, to the extent permitted by law, at a rate equal to the applicable rate of interest on the bonds for the period such item is unpaid for any period through October 31, 1995, and thereafter at a rate of interest per annum equal to the Prime Rate plus one and one-half percent. The interest on the bonds shall be adjusted so that at all times the interest on the bonds shall be equal to the interest on the 1995 St. Marys Bonds (hereinafter defined), such adjustments in interest on the bonds to include (i) for so long as Mellon Bank, N.A. is the holder of all of the 1995 St. Marys Bonds, adjustments resulting from a change in the maximum marginal tax rate of Mellon Bank, N.A., and (ii) adjustments resulting from a Determination of Taxability (as that term is referred to in the 1995 St. Marys Bonds). The bonds shall also bear additional interest, on a one-time basis, equal to one-half percent (1/2%) per annum, such additional interest to be payable on the date of the initial delivery of the St. Marys Bonds to the original purchasers thereof. Both the principal of and interest on this bond shall be payable at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for

public and private debts. This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by the Indenture (hereinafter referred to as the "Indenture") dated January 1, 1946, the Supplemental Indenture (hereinafter referred to as "Supplemental Indenture") dated September 1, 1946, the Second Supplemental Indenture (hereinafter referred to as "Second Supplemental Indenture") dated January 1, 1948, the Third Supplemental Indenture (hereinafter referred to as "Third Supplemental Indenture") dated January 1, 1949, all executed and delivered by Missouri Public Service Corporation, a Delaware corporation, which was merged with the Company under an Agreement and Plan of Merger dated as of April 11, 1950 and made effective May 31, 1950, to Commerce Trust Company (now named Commerce Bank of Kansas City, N.A. and hereinafter sometimes referred to as the "Trustee"), as Trustee, and the Fourth Supplemental Indenture dated June 1, 1950 by which the Company adopted the Indenture, Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture as its own, and assumed and agreed to pay the principal of and the interest on all bonds theretofore issued and which should thereafter be issued thereunder, the Fifth Supplemental Indenture dated as of June 1, 1951, the Sixth Supplemental Indenture dated as of January 1, 1952, the Seventh Supplemental Indenture dated as of September 1, 1953, the Eighth Supplemental Indenture dated as of September 1, 1954, the Ninth Supplemental Indenture dated as of June 1, 1955, the Tenth Supplemental Indenture dated as of February 1, 1957, the Eleventh Supplemental Indenture dated as of September 1, 1957, the Twelfth Supplemental Indenture dated as of April 1, 1959, the Thirteenth Supplemental Indenture dated as of April 15, 1961, the Fourteenth Supplemental Indenture dated as of March 15, 1967, the Fifteenth Supplemental Indenture dated as of September 1, 1967, the Sixteenth Supplemental Indenture dated as of January 15, 1968, the Seventeenth Supplemental Indenture dated as of May 1, 1968, the Eighteenth Supplemental Indenture dated as of January 1, 1969, the Nineteenth Supplemental Indenture dated as of April 15, 1969, the Twentieth Supplemental Indenture dated as of May 1, 1971, the Twenty-first Supplemental Indenture dated as of April 15, 1972, the Twenty-second Supplemental Indenture dated as of April 1, 1973, the Twenty-third Supplemental Indenture dated as of November 15, 1974, the Twenty-fourth Supplemental Indenture dated as of December 1, 1974, the Twenty-fifth Supplemental Indenture dated as of September 1, 1976, the Twenty-sixth Supplemental Indenture dated as of July 1, 1977, the Twenty-seventh Supplemental Indenture dated as of April 1, 1978, the Twenty-eighth Supplemental Indenture dated as of September 15, 1979, the Twenty-ninth Supplemental Indenture dated as of November 15, 1980, the Thirtieth Supplemental Indenture dated as of October 15, 1982, and the Thirty-first Supplemental Indenture dated as of October 15, 1983 (hereinafter referred to as the "Thirty-first Supplemental Indenture"), executed and delivered by the Company to the Trustee. Reference to the Indenture and all supplemental indentures, executed pursuant thereto, is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders and registered owners of said bonds and of the Trustee and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest, redemption provisions, medium of payment and in other respects as in the Indenture provided.

Upon the redemption, in whole or in part or upon the declaration of acceleration, of the City of St. Marys, Kansas, Pollution Control Refunding Revenue Bonds (Missouri Public Service Company Project), Series 1983 (hereinafter referred to as the "1995 St. Marys Bonds"), issued under the Indenture of Trust dated as of October 15, 1983 (hereinafter referred to as the "St. Marys Indenture"), of the City of St. Marys, Kansas, Series GG bonds shall be redeemed in whole or in like part. To effect the redemption of Series GG Bonds, the trustee under the St. Marys Indenture (hereinafter referred to as the "St. Marys Trustee") shall deliver to the Trustee (and mail a copy thereof to the Company) a written demand (hereinafter referred to as the "1995 St. Marys Redemption Demand") for the redemption of Series GG Bonds equal in principal amount to the principal amount of 1995 St. Marys Bonds to be redeemed. The 1995 St. Marys Redemption Demand shall be signed by the President, a Vice President or a Trust Officer of the St. Marys Trustee and shall state: (1) the aggregate principal amount of

1995 St. Marys Bonds then outstanding under the St. Marys Indenture; (2) the principal amount of 1995 St. Marys Bonds to be redeemed; (3) the interest thereon and premium if any to be payable on the redemption date; (4) the redemption date and that notice thereof has been given as required in the St. Marys Indenture; and (5) that the Trustee is thereby instructed to call for redemption bonds of Series GG equal in principal amount to the principal amount of 1995 St. Marys Bonds specified in (2) above. The 1995 St. Marys Redemption Demand shall also contain a waiver of notice of such redemption by the St. Marys Trustee, as holder of all Series GG Bonds then outstanding. The Trustee may conclusively presume the statements contained in the 1995 St. Marys Redemption Demand to be correct. Redemption of Series GG Bonds shall be at the principal amount of the bonds to be redeemed, together with any applicable premium, and accrued interest to the redemption date. The Company hereby covenants that, if a 1995 St. Marys Redemption Demand shall be deliverd to the Trustee, the Company, subject to the first full paragraph next succeeding, will deposit, on or before the redemption date, with the Trustee, an amount in cash sufficient to redeem the Series GG Bonds so called for redemption.

All Series GG Bonds shall be pledged by the Company with the St. Marys Trustee to secure the payment of the principal of, premium, if any, and interest on, the 1995 St. Marys Bonds. The obligation of the Company to make payments with respect to the principal of, premium, if any, and interest on Series GG Bonds shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of, premium, if any, and interest on the 1995 St. Marys Bonds shall have been fully or partially paid, or there shall be in the Sinking Fund established pursuant to the St. Marys Indenture sufficient available funds to fully or partially pay the then due principal of premium, if any, and interest on the 1995 St. Marys Bonds. The Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of, premium, if any, and interest on Series GG Bonds shall have been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the St. Marys Trustee, signed by its President, a Vice President or a Trust Officer, stating (i) that timely payment of the principal of, premium, if any, or interest on the 1995 St. Marys Bonds required to be made by the Company has not been made, (ii) that there are not sufficient available funds in the Sinking fund to make such payment, and (iii) the amount of funds in the Sinking Fund, required to make funds, in addition to available funds in the Sinking Fund, required to make such payment.

In case of certain events of default specified in the Indenture, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of, premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture or any indenture supplemental thereto, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the registered owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place of business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor; provided, however, that this bond may not be transferred to a person other than the St. Marys Trustee. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

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IN WITNESS WHEREOF, Missouri Public Service Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, this ____ day of _____, 19__.

MISSOURI PUBLIC SERVICE COMPANY

By _____
President

ATTEST:

_____
Secretary

(TRUSTEE'S CERTIFICATE)

The bond is one of the bonds of Series GG designated and described in the within-mentioned Indenture and Thirty-first Supplemental Indenture

COMMERCE BANK OF KANSAS CITY, N.A.,
As Trustee,

By _____
Authorized Officer

Section 1. The aggregate principal amount of the bonds of Series GG at any one time outstanding (excluding the principal amount of any duplicate bond or bonds issued pursuant to Section 13 of Article I of the Indenture on account of any lost or destroyed bond or bonds not surrendered to the Trustee for cancellation) shall not exceed $5,000,000. Each bond of Series GG shall be designated "Floating Rate First Mortgage Bond, Series GG." The bonds of Series GG shall be substantially in the forms hereinbefore recited. Each bond of Series GG shall be due and payable November 1, 1995, and shall bear interest from the date thereof at the floating rate specified in the form of bond hereinbefore recited payable half-yearly on the first day of May and the first day of November in each year, the first installment of interest being payable on May 1, 1984. The interest on the bonds shall be adjusted so that at all times the interest on the bonds shall be equal to the interest on the 1995 St. Marys Bonds (hereinafter defined), such adjustments in interest on the bonds to include (i) for so long as Mellon Bank, N.A. is the holder of all of the 1995 St. Marys Bonds, adjustments resulting from a change in the maximum marginal tax rate of Mellon Bank, N.A., and (ii) adjustments resulting from a Determination of Taxability (as that term is referred to in the 1995 St. Marys Bonds). The bonds shall also bear additional interest, on a one-time basis, equal to one-half percent (1/2%) per annum, such additional interest to be payable on the date of the initial delivery of the 1995 St. Marys Bonds to the original purchasers thereof.

Section 2. Except for the initial issue of Series GG bonds hereunder which will be dated October 28, 1983, and bear interest from that date, each bond of Series GG shall be dated as of the date of the interest payment day thereof to which interest was paid next preceding the date of issue, unless (a) issued on an interest payment day thereof to which interest was paid, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment day thereof, in which event it shall be dated as of the date of issue.

Section 3. Each bond of Series GG shall be payable, both as to principal and interest, at the office or agency of the Company in Kansas City, State of Missouri, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

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Section 4. Any or all of the bonds of Series GG shall be redeemable by the Company as follows: upon the redemption, in whole or in part, or upon the declaration of acceleration, of the City of St. Marys, Kansas, Pollution Control Refunding Revenue Bonds (Missouri Public Service Company Project), Series 1983 (hereinafter referred to as the "1995 St. Marys Bonds"), issued under the Indenture of Trust, dated as of October 15, 1983 (hereinafter referred to as the "St. Marys Indenture"), of the City of St. Marys, Kansas, Series GG Bonds shall be redeemed in whole or in like part. To effect the redemption of Series GG Bonds, the trustee under the St. Marys Indenture (hereinafter referred to as the "St. Marys Trustee") shall deliver to the Trustee (and mail a copy thereof to the Company) a written demand (hereinafter referred to as a "1995 St. Marys Redemption Demand") for the redemption of Series GG Bonds equal in principal amount to the principal amount of 1995 St. Marys Bonds to be redeemed. The 1995 St. Marys Redemption Demand shall be signed by the President, a Vice President or a Trust Officer of the St. Marys Trustee and shall state: (1) the aggregate principal amount of 1995 St. Marys Bonds then outstanding under the St. Marys Indenture; (2) the principal amount of 1995 St. Marys Bonds to be redeemed; (3) the interest thereon and premium, if any, to be payable on the redemption date; (4) the redemption date and that notice thereof has been given as required in the St. Marys Indenture; and (5) that the Trustee is thereby instructed to call for redemption bonds of Series GG equal in principal amount to the principal amount of 1995 St. Marys Bonds specified in (2) above. The 1995 St. Marys Redemption Demand shall also contain a waiver of notice of such redemption by the St. Marys Trustee, as holder of all Series GG Bonds then outstanding. The Trustee may conclusively presume the statements contained in the 1995 St. Marys Redemption Demand to be correct. Redemption of Series GG Bonds shall be at the principal amount of the bonds to be redeemed, together with any applicable premium and accrued interest to the redemption date. The Company hereby covenants that, if a 1995 St. Marys Redemption Demand shall be delivered to the Trustee, the Company will deposit, on or before the redemption date, with the Trustee, an amount in cash sufficient to redeem the Series GG Bonds so called for redemption.

Section 5. All Series GG Bonds shall be pledged by the company with the St. Marys Trustee to secure the payment of the principal of, premium, if any, and interest on, the 1995 St. Marys Bonds. The obligation of the Company to make payments with respect to the principal of, premium, if any, and interest on Series GG Bonds shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of, premium, if any, and interest on the 1995 St. Marys Bonds. The Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of, premium, if any, and interest on Series GG Bonds shall have been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the St. Marys Trustee, signed by its President, a Vice President or a Trust Officer, stating (i) that timely payment of the principal of, premium, if any, or interest on the 1995 St. Marys Bonds required to be made by the Company has not been made, (ii) that there are not sufficient available funds in the Sinking Fund to make such payment, and (iii) the amount of funds, in addition to available funds in the Sinking Fund, required to make such payment.

Section 6. [Intentionally omitted.]