

This Bond shall not be entitled to any benefit under the Original Indenture or the Supplemental Indenture or become valid or obligatory for any purpose until the certificate endorsed hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, EMPIRE GAS AND FUEL COMPANY has caused this Bond to be signed by its president or a vice-president, and its corporate seal to be hereunto affixed and attested by its secretary or an assistant secretary, all in the City and State of New York as of the -----day of -----19

EMPIRE GAS AND FUEL COMPANY,

By -----

Vice-President

Attest:

-----  
Assistant Secretary.

(Form of Trustee's Certificate)

This is one of the Bonds, of the Series designated therein, described in the within mentioned Original Indenture and Supplemental Indenture.

THE EQUITABLE TRUST COMPANY OF NEW YORK,

Trustee,

By

Assistant Secretary.

Section 3. If any subsequent series of Bonds shall not include in its designation the words "First and Refunding", in such sequence or shall include in its designation the word "Mortgage", the Company agrees that it will, upon surrender of any outstanding Bonds of Series B deliver to the bearer or registered holder thereof at his expense a new Bond identical in form in all respects with the Bonds of Series B but bearing the same designation as such subsequent Series in so far as such words are concerned.

Section 4. So long as any Bonds of Series B are outstanding, the form and provisions of Bonds of any other series and the terms of the supplemental indenture or indentures respectively providing for the issuance thereof may differ from the Bonds of Series B and the provisions hereof applicable to the Bonds of Series B only in the following respects: (a) name or designation; (b) date; (c) date or dates of maturity; (d) interest rate; (e) weight and fineness of gold coin and currencies, domestic or foreign, and at fixed or other rates of exchange in which payable; (f) denominations and numbering; (g) provisions for issuance in coupon or registered form, privileges of registration and of interchange; (h) covenants regarding taxes, assessments or governmental charges, without deduction for which principal and /or interest shall be payable; (i) covenants regarding taxes, assessments or governmental charges in respect of which the bondholder is to be reimbursed; (j) provisions regarding right of redemption, redemption premium and method of redemption; (k) conversion privileges; (l) authorized amount of series; (m) place or places where payable; (n) covenants regarding sinking or other funds and their disbursement; (o) provisions for default and remedies and right thereunder; (p) provisions for security, releases of property, issuance of bonds and earnings restrictions; (q) provisions for reports or statements to be made or filed; (r) covenants concerning pledged stock and conduct of business of Company or subsidiaries and (s) covenants concerning possession of trust estate; provided, however, that so long as any Bonds of Series B shall be outstanding, Bonds of other series or the supplemental indenture or indentures providing for the issuance thereof shall not contain any provisions of the nature enumerated in Clauses (o), (p), (q), (r) and (s) different from those contained in the