

the Supplemental Indenture, and is subject to redemption through the operation of such Fund and of the Depletion and Depreciation Fund provided for in the Supplemental Indenture, upon 25 days prior notice, in the manner provided in the Supplemental Indenture, at the redemption prices hereinbefore mentioned.

Interest shall cease to accrue on this Bond if it is called for redemption and payment of the redemption price is duly provided by the Company as specified in the Supplemental Indenture, from and after the date for redemption fixed in the notice thereof.

This Bond is transferable by the registered holder in person or by duly authorized attorney at the office or agency of the Company in the Borough of Manhattan in the City and State of New York upon the surrender and cancellation of this Bond, and thereupon a new registered Bond or Bonds of this Series of like aggregate principal amount, having endorsed thereon the same coupon bond serial numbers as are endorsed hereon, will be issued to the transferee in exchange herefor: or the registered holder of this Bond at his option may surrender the same for cancellation in exchange for a coupon Bond or Bonds of this Series of a like aggregate principal amount, with all unmatured interest coupons attached, which coupon Bond or Bonds may in turn be exchanged for a registered Bond or Bonds: all upon payment of the charges and subject to the terms and conditions set forth in the Original Indenture.

In case an event of default, as defined in the Original Indenture or the Supplemental Indenture, shall occur, the principal of this Bond may become, or be declared, due and payable before maturity in the manner and with the effect provided therein.

No recourse shall be had for the payment of any part of this Bond or of the interest hereon or for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or ownership of this Bond, against any incorporator or any past, present or future, stockholder, officer or director of the Company, as such, either directly or through the Company, or otherwise, by virtue of any contract, constitution, statute or rule of law or by the enforcement of any assessment or otherwise, all such liability of incorporators, stockholders, directors or officers being released by the registered holder hereof by the acceptance of this Bond and being also waived and released by the terms of the Original Indenture.

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,