

CAHILL GORDON & REINDEL

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NEW YORK, N.Y. 10005

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16503 - J
RECORDATION NO _____ FILED 1425

SEP 6 1989 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

September 5, 1989

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*** ADMITTED FRANCE ONLY

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

Re: The Empire District Electric Company
Documents for Recordation

Dear Secretary:

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

This document is the twelfth supplement to a mortgage, a secondary document, dated as of December 1, 1978.

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

The names and addresses of the parties are as follows:

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

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

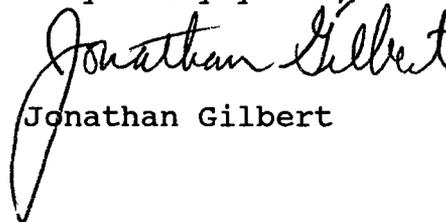
Included in the property covered by this document are

railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified as: Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A short summary of the document to appear in the index follows: Twelfth supplement to mortgage and deed of trust between The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri, as mortgagor, and Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois and First National Bank and Trust Company of Joplin, Joplin, Missouri, dated as of December 1, 1978, and covering real and personal property, including all rolling stock owned or acquired by mortgagor, including 125 Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A fee of \$13.00 is enclosed. Please return any documents not needed by the Commission for recordation to the undersigned. If you have any questions about this filing, please do not hesitate to call me at (212) 701-3186.

Very truly yours,



Jonathan Gilbert

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

By Hand

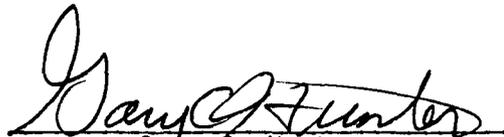
Officer's Affidavit of
The Empire District Electric Company

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

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

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

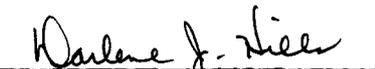
IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, 1989.



Gary C. Hunter
Secretary-Treasurer

State of Missouri)
) ss:
County of Jasper)

On this 1st day of September, 1989, before me, personally appeared Gary C. Hunter, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



Darlene J. Hills
Notary Public

My Commission expires September 12, 1990.

RECORDATION NO

15503 - L

REC 1425

SEP 6 1989 2 15 PM

INTERSTATE COMMERCE COMMISSION

[CONFORMED COPY]

THE EMPIRE DISTRICT ELECTRIC COMPANY

TO

HARRIS TRUST AND SAVINGS BANK

AND

FIRST NATIONAL BANK AND TRUST COMPANY
OF JOPLIN,
Trustees

Twelfth Supplemental Indenture

Dated as of December 1, 1978

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

First Mortgage Bonds, 6.80% Pollution Control

Series due 2008

TABLE OF CONTENTS*

	<u>PAGE</u>
PARTIES	1
RECITALS	1
FORM OF BOND	3
FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION	9
GRANTING CLAUSES	10
SUBSTATIONS AND SWITCHING STATIONS	10
PROPERTY NOW OWNED OR HEREAFTER ACQUIRED	11
SUBJECT TO PERMITTED ENCUMBRANCES, LIENS ON AFTER-ACQUIRED PROPERTY AND CERTAIN VENDOR'S LIENS	11
HABENDUM	11
GRANT IN TRUST	12
DEFEASANCE	12
GENERAL COVENANT	12

ARTICLE I.

CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS, 6 80% POLLUTION CONTROL SERIES DUE 2008.

SEC. 1. Title and terms	12
Bonds to be dated as of authentication date	12
Satisfaction of Company's obligations	13
Restriction on transfer or exchange	13
Denominations	14
Registrable and interchangeable, tax or government charge	14
No service charge on exchange or transfer	14
SEC. 2. Issue of Bonds of 2008 Pollution Control Series limited to \$8,000,000	14
Bonds to be authenticated prior to recording of this Supplemental Indenture	14

* This table of contents is not a part of the annexed Supplemental Indenture as executed.

ARTICLE II.

REDEMPTION OF BONDS OF THE 2008 POLLUTION CONTROL SERIES.

	<u>PAGE</u>
SEC. 1. Manner and method of redemption on demand	14
SEC. 2. Manner and method of regular redemption	15
SEC. 3. Manner and method of sinking fund redemption	16
SEC. 4. Manner and method of special redemption	17
SEC. 5. Manner and method of extraordinary redemption	17
SEC. 6. Manner and method of redemption by operation of maintenance and replacement provisions of Indenture and use of proceeds of released property	18
SEC. 7. Applicability of § 5.03, § 5.04 and § 5.05 of Original Indenture to redemption of Bonds of 2008 Pollution Control Series	18
SEC. 8. Any Bonds of the 2008 Pollution Control Series retired under Article II may be used to issue bonds under § 3.07 of Original Indenture	19
SEC. 9. Notice to Trustees by Revenue Bond Trustee	19

ARTICLE III.

DIVIDENDS AND SIMILAR DISTRIBUTIONS.

Covenants in § 4.11 of the Original Indenture to continue in effect so long as any Bonds of 2008 Pollution Control Series are outstanding	19
---	----

ARTICLE IV.

THE TRUSTEES.

The Trustees accept the trusts created by this Supplemental Indenture and agree to perform the same upon terms set forth in Original Indenture as supplemented	19
--	----

ARTICLE V.

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

Substitution of 60% for 75% wherever appearing in <i>Article 15</i> of the Original Indenture	20
--	----

ARTICLE VI.

RESERVATION BY COMPANY OF RIGHT TO
AMEND SECTION 2.01 OF ORIGINAL INDENTURE.

	<u>PAGE</u>
Removal of the limitation contained in § 2.01 of the Original Indenture, or substitution of any other dollar amount for \$100,000,000 in such Section	20

ARTICLE VII.

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

Elimination of, change in or substitution for the Maintenance and Replacement Fund, the Standard of Expenditure and the other provisions of § 4.10 of the Original Indenture	20
--	----

ARTICLE VIII.

MISCELLANEOUS PROVISIONS.

SEC 1 Provision regarding legal holidays	21
SEC. 2. Original Indenture, as supplemented and amended, ratified and confirmed	21
SEC 3 Notice to Revenue Bond Trustee in the event all bonds outstanding under the Indenture are declared due and payable pursuant to <i>Article 9</i> of the Indenture	21
SEC. 4. Rights conferred only on holder of bonds, Company and Trustees	21
SEC. 5. This Supplemental Indenture may be executed in counterparts .	22
TESTIMONIUM	22
SIGNATURE AND SEALS	22
ACKNOWLEDGMENTS	24

TWELFTH SUPPLEMENTAL INDENTURE, dated as of December 1, 1978, between THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois and having its principal place of business at 111 West Monroe Street, in the City of Chicago, Illinois, and FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN (successor to The Joplin National Bank and Trust Company), a corporation organized and existing under the laws of the United States of America and having its principal place of business in the City of Joplin, Missouri (hereinafter sometimes called respectively the "Principal Trustee" and the "Missouri Trustee" and together the "Trustees" and each thereof a "Trustee"), as Trustees, parties of the second part.

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), to secure First Mortgage Bonds of the Company, issuable in series, and created thereunder a series of bonds designated as First Mortgage Bonds, 3½% Series due 1969, being the initial series of bonds issued under the Original Indenture; and

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

<u>Title</u>	<u>Dated</u>
First Supplemental Indenture	as of June 1, 1946
Second Supplemental Indenture	as of January 1, 1948
Third Supplemental Indenture	as of December 1, 1950
Fourth Supplemental Indenture	as of December 1, 1954
Fifth Supplemental Indenture	as of June 1, 1957
Sixth Supplemental Indenture	as of February 1, 1968
Seventh Supplemental Indenture	as of April 1, 1969
Eighth Supplemental Indenture	as of May 1, 1970
Ninth Supplemental Indenture	as of July 1, 1976
Tenth Supplemental Indenture	as of November 1, 1977
Eleventh Supplemental Indenture	as of August 1, 1978

each for the purpose of creating an additional series of bonds and of conveying additional property of the Company, and some for the pur-

pose of modifying or amending provisions of the Original Indenture (the Original Indenture, all said Supplemental Indentures and this Supplemental Indenture are herein collectively called the "Indenture"); and

WHEREAS, the Company has acquired certain additional property hereinafter described or mentioned and, in compliance with its covenants in the Original Indenture, desires, by this Twelfth Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Indenture; and

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

WHEREAS, the Company desires by this Supplemental Indenture to reserve the right to amend the provisions of *Section 2.01* of the Original Indenture as provided in Article VI hereof; and

WHEREAS, the Company desires by this Supplemental Indenture to reserve the right to amend the provisions of *Section 4.10* of the Original Indenture as provided in Article VII hereof; and

WHEREAS, as provided by the Original Indenture, the Board of Directors of the Company, by resolution, has authorized a new series of bonds, to mature December 1, 2008, and to be designated as "First Mortgage Bonds, 6.80% Pollution Control Series due 2008", and has authorized provisions permitted by the Original Indenture in respect of the bonds of said series; and

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

WHEREAS, the Company is entering into this Supplemental Indenture and issuing the First Mortgage Bonds, 6.80% Pollution Control Series due 2008 for the purpose of (1) inducing the State Environmental

Improvement Authority (hereinafter called the "Authority") of the State of Missouri to enter into the Installment Purchase and Sale Agreement, dated as of December 1, 1978 (hereinafter referred to as the "Installment Agreement"), between the Company and the Authority, (2) inducing the Authority to issue \$8,000,000 aggregate principal amount of its Pollution Control Revenue Bonds, 1978 Series (The Empire District Electric Company Asbury and Iatan Plants Project) (hereinafter referred to as the "Revenue Bonds") pursuant to the Trust Indenture, dated as of December 1, 1978 (hereinafter referred to as the "Revenue Bond Indenture"), between the Authority and Commerce Bank of Kansas City, National Association, as trustee (hereinafter referred to as the "Revenue Bond Trustee") and to use the proceeds from the sale of the Revenue Bonds as provided in the Revenue Bond Indenture and the Installment Agreement, thereby providing funds for the acquisition, construction and installation of certain pollution control facilities by the Company, and (3) securing installment payments under the Installment Agreement, and thus, in effect, securing repayment of the Revenue Bonds; and

WHEREAS, the texts of the First Mortgage Bonds, 6.80% Pollution Control Series due 2008, and of the Principal Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the forms following, respectively:

[FORM OF BOND]

THE EMPIRE DISTRICT ELECTRIC COMPANY
 FIRST MORTGAGE BOND
 6.80% POLLUTION CONTROL SERIES DUE 2008

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

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, on December 1, 2008 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), _____ Dollars (\$____) at its office or agency

in the City of Chicago, Illinois, and to pay interest thereon at said office or agency at the rate per annum specified in the title hereof from December 1, 1978, or from the most recent interest payment date to which interest has been paid or duly provided for on the bonds of this series, semiannually on June 1 and December 1 in each year, commencing on June 1, 1979, until the Company's obligation with respect to such principal sum shall be discharged. The principal of and premium, if any, and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of this series shall be satisfied and discharged as and to the extent provided in Section 1302 of the Trust Indenture, dated as of December 1, 1978 (hereinafter referred to as the "Revenue Bond Indenture"), between the State Environmental Improvement Authority (hereinafter referred to as the "Authority") of the State of Missouri and Commerce Bank of Kansas City, National Association (hereinafter referred to as the "Revenue Bond Trustee"), pursuant to which the Authority's Pollution Control Revenue Bonds, 1978 Series (The Empire District Electric Company Asbury and Iatan Plants Project) (hereinafter referred to as the "Revenue Bonds") are issued.

This Bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain indenture of mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company (now First National Bank and Trust Company of Joplin), as Trustees (hereinafter called the "Trustees"), and certain indentures supplemental thereto, including a Third Supplemental Indenture, a Sixth Supplemental Indenture, a Seventh Supplemental Indenture, an Eighth Supplemental Indenture and a Twelfth Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970 and December 1, 1978) made

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

provided above, reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 6.80% Pollution Control Series due 2008, of the Company.

Upon notice given by mailing the same, by first class mail postage prepaid not less than thirty nor more than sixty days prior to the date fixed for redemption, to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder registered on the Company's books, any or all of the bonds of this series 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 fixed for redemption, if redeemed by the operation of the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture.

The bonds of this series are subject to redemption in the manner provided in the Indenture, in whole, by payment of the principal amount thereof plus accrued interest thereon to the date fixed for redemption, upon receipt by the Trustees of a written demand from the Revenue Bond Trustee stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Bond Indenture has been declared immediately due and payable pursuant to Section 802 of the Revenue Bond Indenture. As provided in the Indenture, the date fixed for such redemption shall not be more than 180 days after receipt by the Trustees of the aforesaid written demand and shall be specified in a notice of redemption to be mailed to the Revenue Bond Trustee not more than 10 nor less than 5 days prior to the date so fixed for such redemption. As in the Indenture provided, such notice of redemption shall be rescinded and become null and void for all purposes under the Indenture upon rescission of the aforesaid written demand under the Revenue Bond Indenture, and thereupon no redemption of the bonds of this series and no payments in respect thereof as specified in such notice of redemption shall be effected or required.

In the manner provided in the Indenture, the bonds of this series are also subject to redemption, not earlier than December 1, 1988, in whole at any time or in part from time to time upon receipt by the Trustees of a written demand from the Revenue Bond Trustee specify-

ing a principal amount of Revenue Bonds which have been called for redemption pursuant to subsection (c) of Section 301 of the Revenue Bond Indenture. As provided in the Indenture, bonds of this series equal in principal amount to the principal amount of such Revenue Bonds to be redeemed will be redeemed on the date fixed for redemption of the Revenue Bonds at the principal amount of such bonds of this series and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the following tabulation:

If Redeemed During the Twelve Months'
Period Ending the Last Day of November,

<u>Year</u>	<u>Regular Redemption Premium</u>	<u>Year</u>	<u>Regular Redemption Premium</u>
1989	3 %	1992	1½ %
1990	2½ %	1993	1 %
1991	2 %	1994	½ %

and without premium if redeemed on or after December 1, 1994.

In addition, bonds of this series are subject to redemption at the principal amount thereof and accrued interest to the date fixed for redemption, but without premium, (i) in such principal amounts and on such dates as Revenue Bonds are subject to redemption for a required sinking fund redemption pursuant to subsection (e) of Section 301 of the Revenue Bond Indenture, (ii) in whole upon receipt of a written demand from the Revenue Bond Trustee stating that the Revenue Bonds are to be redeemed pursuant to subsection (b) of Section 301 of the Revenue Bond Indenture, and (iii) in whole upon receipt of a written demand from the Revenue Bond Trustee stating that the Revenue Bonds are to be redeemed pursuant to subsection (d) of Section 301 of the Revenue Bond Indenture.

If this bond shall be called for redemption in whole or in part and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon (or on the portion hereof to be redeemed) from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at

the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new bond of this series, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company will pay interest on this bond only to or upon the order of the holder registered on the Company's books at the date interest is payable on this bond according to the terms hereof. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes. This bond, alone or with other bonds of this series, may in like manner be exchanged at such office or agency for one or more new bonds of this series in authorized denominations, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer or exchange the Company may require the payment of any stamp or other tax or governmental charge incident thereto.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been

signed by Harris Trust and Savings Bank, or its successor, as a Trustee under the Indenture referred to herein.

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

Dated:

THE EMPIRE DISTRICT ELECTRIC COMPANY,

By _____
President.

Attest:

Secretary.

[FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

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

HARRIS TRUST AND SAVINGS BANK,
As Trustee,

By _____
Authorized Officer.

and

WHEREAS, the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 6.80% Pollution Control Series due 2008, when duly executed by the Company and authenticated by the Principal Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to make the Original Indenture, the aforementioned eleven Supple-

mental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS TWELFTH SUPPLEMENTAL INDENTURE WITNESSETH: that The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons attached thereto, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm, unto Harris Trust and Savings Bank and First National Bank and Trust Company of Joplin, as Trustees, and their respective successor or successors in the trust, and its or their assigns forever, the following property, with the same force and effect and subject to the same reservations and exceptions, as though specifically described in the granting clauses of the Original Indenture, that is to say:

SUBSTATIONS AND SWITCHING STATIONS

TANEY COUNTY, MISSOURI

1. *Hollister East Substation:*

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

All of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 3, Township 22 North, Range 21 West, Taney County, Missouri and all of Plot 18 and Plot 21, Mountain View Subdivision being situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 10, Township 22 North, Range 21 West, Taney County, Missouri as per recorded Plat thereof, except that portion of the Northeast corner of Plot 18 being more particularly described as follows: Beginning at the Northeast corner of said Plot 18, thence S 87° 38' 37" W along the North line of said Plot 18, 125.00 feet, thence S 2° 44' 38" E 177.65 feet, thence N 87° 38' 37" E, 125.00 feet, thence N 2° 44' 38" W along the East line of said Plot 18, 177.65 feet to the true

point of beginning, containing 22.0 acres more or less and being subject to all existing easements and restrictions of record.

LABETTE COUNTY, KANSAS

2. *Chetopa Twin Valley Substation:*

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

Beginning at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 11, Township 35 South, Range 21 East then South 100 feet along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 11, then West 100 feet, then North 100 feet to the Section Line then East 100 feet to the point of beginning.

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

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of § 8.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property, and every part and parcel thereof;

SUBJECT, HOWEVER, to permitted encumbrances as defined in the Original Indenture and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition, and also subject to the provisions of *Article 12* of the Original Indenture;

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

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

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of the bonds the principal and interest, and premium, if any, to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then the Indenture and the estate and rights thereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

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

ARTICLE I.

CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS, 6.80% POLLUTION CONTROL SERIES DUE 2008.

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 6.80% Pollution Control Series due 2008 (hereinafter sometimes called the "Bonds of the 2008 Pollution Control Series" or "Bonds"). The Bonds of the 2008 Pollution Control Series shall be limited to an aggregate principal amount of Eight Million Dollars (\$8,000,000), excluding any Bonds of the 2008 Pollution Control Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of the 2008 Pollution Control Series pursuant to the provisions of *Article 2* or of § 15.09 of the Original Indenture. Said Bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively. Each Bond of the 2008 Pollution Control Series shall be

dated as of the date of its authentication and all Bonds of the 2008 Pollution Control Series shall mature December 1, 2008 and shall bear interest from December 1, 1978 or from the most recent interest payment date to which interest has been paid or duly provided for, at the rate of 6.80% per annum, payable semi-annually on June 1 and December 1 in each year, commencing June 1, 1979. Principal, premium, if any, and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. Interest on Bonds of the 2008 Pollution Control Series shall be paid to or upon the order of the holder of said Bonds registered on the Company's books on the date interest is payable.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on Bonds of the 2008 Pollution Control Series shall be satisfied and discharged as and to the extent provided in Section 1302 of the Revenue Bond Indenture. Neither the invalidity or unenforceability, in whole or in part, of the Installment Agreement or any provision thereof (whether by reason of bankruptcy or otherwise) shall impair or limit the obligation of the Company to pay the principal of and premium, if any, and interest on the Bonds of the 2008 Pollution Control Series when and as they become due and payable. The Trustees may conclusively presume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on Bonds of the 2008 Pollution Control Series shall have been fully satisfied and discharged unless and until the Trustees shall have received a written notice from the Revenue Bond Trustee, as the holder of the Bonds of the 2008 Pollution Control Series, stating (i) that timely payment of the principal of or premium, if any, or interest on the Revenue Bonds has not been made, (ii) that there are not sufficient available funds in the Bond Fund established pursuant to the Revenue Bond Indenture to make such payment and (iii) the amount of funds required to make such payment.

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

The Bonds of the 2008 Pollution Control Series shall be issued as fully registered Bonds only, in denominations of \$1,000 and multiples thereof.

The Bonds of the 2008 Pollution Control Series shall be registrable and interchangeable at the office or agency of the Company in the City of Chicago, Illinois, in the manner and upon the terms set forth in § 2.05 of the Original Indenture, upon payment of such an amount as shall be sufficient to reimburse the Company for, or to pay, any stamp or other tax or governmental charge incident thereto.

Notwithstanding the provisions of § 2.08 of the Original Indenture, no service charge will be made for any exchange or transfer of any Bond of the 2008 Pollution Control Series.

SECTION 2. The Bonds of the 2008 Pollution Control Series described in *Section 1* of this Article, in the aggregate principal amount of Eight Million Dollars (\$8,000,000), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II.

REDEMPTION OF BONDS OF THE 2008 POLLUTION CONTROL SERIES.

SECTION 1. Bonds of the 2008 Pollution Control Series shall be redeemable in whole upon receipt by the Trustees of a written demand for the redemption of the Bonds of the 2008 Pollution Control Series (hereinafter called "Redemption Demand") from the Revenue Bond Trustee, stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Bond Indenture has been declared immediately due and payable pursuant to the provisions of Section 802 of the Revenue Bond Indenture, specifying the date from which unpaid interest on the Revenue Bonds has then accrued and stating that such declaration of maturity has not been rescinded. The Trustees shall within 10 days of receiving the Redemption Demand mail a copy thereof to the Company stamped or otherwise marked to indicate the date of receipt by the Trustees. The Company shall fix a redemption date for

the redemption so demanded (herein called the "Demand Redemption") and shall mail to the Trustees notice of such date at least 30 days prior thereto. The date fixed for Demand Redemption may be any day not more than 180 days after receipt by the Trustees of the Redemption Demand. If the Trustees do not receive such notice from the Company within 150 days after receipt by the Trustees of the Redemption Demand, the date for Demand Redemption shall be deemed fixed at the 180th day after such receipt. The Trustees shall mail notice of the date fixed for Demand Redemption (hereinafter called the "Demand Redemption Notice") to the Revenue Bond Trustee not more than 10 nor less than 5 days prior to the date fixed for Demand Redemption, provided, however, that the Trustees shall mail no Demand Redemption Notice (and no Demand Redemption shall be made) if prior to the mailing of the Demand Redemption Notice the Trustees shall have received written notice of rescission of the Redemption Demand from the Revenue Bond Trustee. Demand Redemption of the Bonds of the 2008 Pollution Control Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, and such amount shall become and be due and payable, subject to the second paragraph of *Section 1 of Article I* of this Supplemental Indenture, on the date fixed for Demand Redemption as above provided. Anything in this paragraph contained to the contrary notwithstanding, if, after mailing of the Demand Redemption Notice and prior to the date fixed for Demand Redemption, the Trustees shall have received a written notice from the Revenue Bond Trustee that the Redemption Demand has been rescinded or that the declaration of maturity of the Revenue Bonds has been rescinded, the Demand Redemption Notice shall thereupon, without further act of the Trustees or the Company, be rescinded and become null and void for all purposes hereunder and no redemption of the Bonds of the 2008 Pollution Control Series and no payments in respect thereof as specified in such Demand Redemption Notice shall be effected or required.

SECTION 2. Bonds of the 2008 Pollution Control Series shall also be redeemable, not earlier than December 1, 1988, in whole at any time or in part from time to time (hereinafter called "Regular Redemption") upon receipt by the Trustees of a written demand (hereinafter referred to as the "Regular Redemption Demand") from the Revenue Bond Trustee stating: (1) the principal amount of Revenue Bonds to be re-

deemed pursuant to subsection (c) of Section 301 of the Revenue Bond Indenture; (2) the date of such redemption and that notice thereof has been given as required by the Revenue Bond Indenture; (3) that the Trustees shall call for redemption on the stated date fixed for redemption of the Revenue Bonds a principal amount of Bonds of the 2008 Pollution Control Series equal to the principal amount of Revenue Bonds to be redeemed; and (4) that the Revenue Bond Trustee, as holder of all Bonds of the 2008 Pollution Control Series then outstanding, waives notice of such redemption. The Trustees may conclusively presume the statements contained in the Regular Redemption Demand to be correct. Regular Redemption of the Bonds of the 2008 Pollution Control Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of the bond hereinbefore set forth, and such amount shall become and be due and payable, subject to the second paragraph of *Section 1 of Article I* of this Supplemental Indenture, on the date fixed for such Regular Redemption, which shall be the date specified pursuant to item (2) of the Regular Redemption Demand as above provided.

SECTION 3. Bonds of the 2008 Pollution Control Series shall also be redeemable in such principal amounts and on such dates (hereinafter called "Sinking Fund Redemption") as Revenue Bonds shall be redeemed for a required sinking fund redemption pursuant to subsection (e) of Section 301 of the Revenue Bond Indenture, upon receipt by the Trustees of a written demand (hereinafter referred to as the "Sinking Fund Redemption Demand") from the Revenue Bond Trustee stating: (1) the principal amount of Revenue Bonds to be redeemed pursuant to subsection (e) of Section 301 of the Revenue Bond Indenture; (2) the date of such redemption and that notice thereof has been given as required by the Revenue Bond Indenture; (3) that the Trustees shall call for redemption on the stated date fixed for redemption of the Revenue Bonds a principal amount of Bonds of the 2008 Pollution Control Series equal to the principal amount of Revenue Bonds so to be redeemed; and (4) that the Revenue Bond Trustee, as holder of all Bonds of the 2008 Pollution Control Series then outstanding, waives notice of such redemption. The Trustees may conclusively presume the statements contained in the Sinking Fund Redemption Demand to be correct. Sinking

Fund Redemption of the Bonds of the 2008 Pollution Control Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, but without premium, and such amount shall become and be due and payable, subject to the second paragraph of *Section 1 of Article I* of this Supplemental Indenture, on the date fixed for such Sinking Fund Redemption, which shall be the date specified pursuant to item (2) of the Sinking Fund Redemption Demand as above provided.

SECTION 4. Bonds of the 2008 Pollution Control Series shall also be redeemable in whole at any time (hereinafter called "Special Redemption"), upon receipt by the Trustees of a written demand (hereinafter referred to as the "Special Redemption Demand") from the Revenue Bond Trustee stating: (1) that the Revenue Bonds are to be redeemed pursuant to subsection (b) of Section 301 of the Revenue Bond Indenture; (2) the date of such redemption and that notice thereof has been given as required by the Revenue Bond Indenture; (3) that the Trustees shall call for redemption on the stated date fixed for redemption of the Revenue Bonds, the Bonds of the 2008 Pollution Control Series; and (4) that the Revenue Bond Trustee, as holder of all Bonds of the 2008 Pollution Control Series then outstanding, waives notice of such redemption. The Trustees may conclusively presume the statements contained in the Special Redemption Demand to be correct. Special Redemption of the Bonds of the 2008 Pollution Control Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, but without premium, and such amount shall become and be due and payable, subject to the second paragraph of *Section 1 of Article I* of this Supplemental Indenture, on the date fixed for such Special Redemption, which shall be the date specified pursuant to item (2) of the Special Redemption Demand as above provided.

SECTION 5. Bonds of the 2008 Pollution Control Series shall also be redeemable in whole at any time (hereinafter called "Extraordinary Redemption"), upon receipt by the Trustees of a written demand (hereinafter referred to as the "Extraordinary Redemption Demand") from the Revenue Bond Trustee stating: (1) that the Revenue Bonds are to be redeemed pursuant to subsection (d) of Section 301 of the Revenue Bond Indenture; (2) the date of such redemption and that

notice thereof has been given as required by the Revenue Bond Indenture; (3) that the Trustees shall call for redemption on the stated date fixed for redemption of the Revenue Bonds, the Bonds of the 2008 Pollution Control Series; and (4) that the Revenue Bond Trustee, as holder of all Bonds of the 2008 Pollution Control Series then outstanding, waives notice of such redemption. The Trustees may conclusively presume the statements contained in the Extraordinary Redemption Demand to be correct. Extraordinary Redemption of the Bonds of the 2008 Pollution Control Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, but without premium, and such amount shall become and be due and payable, subject to the second paragraph of *Section 1* of *Article I* of this Supplemental Indenture, on the date fixed for such Extraordinary Redemption, which shall be the date specified pursuant to item (2) of the Extraordinary Redemption Demand as above provided.

SECTION 6. Any or all of the Bonds of the 2008 Pollution Control Series shall be redeemable by the Company, at any time and from time to time, prior to maturity, upon notice given by mailing the same, by first class mail postage prepaid, not less than 30 nor more than 60 days prior to the date fixed for redemption, to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, at the principal amount thereof and accrued interest thereon to the date fixed for redemption, but without premium, if redeemed by the operation of § 4.10 of the Original Indenture or by the use of proceeds of released property.

SECTION 7. The provisions of § 5.03, § 5.04 and § 5.05 of the Original Indenture shall be applicable to redemptions of Bonds of the 2008 Pollution Control Series pursuant to the provisions of *Section 1, 2, 3, 4 or 5* of this Article II; provided, however, that, with respect to any redemption of Bonds of the 2008 Pollution Control Series pursuant to such *Section 1, 2, 3, 4 or 5*, an election to redeem shall be made in the manner provided in such *Section 1, 2, 3, 4 or 5*, respectively, and notice of redemption shall be given or waived as provided in such *Section 1, 2, 3, 4 or 5*, respectively. The provisions of § 5.03, § 5.04 and § 5.05 of the Original Indenture shall be applicable to redemption of Bonds of the 2008 Pollution Control Series pursuant to *Section 6* of this Article II. The principal amount of Bonds of the 2008 Pollution

Control Series registered in the name of any holder to be redeemed on any partial redemption shall be \$1,000 or a multiple thereof.

SECTION 8. Any Bonds of the 2008 Pollution Control Series retired under any provision of this Article II, or through the operation of any fund created thereby, are hereby expressly permitted to be used for the issuance, authentication and delivery of bonds under § 3.07 of the Original Indenture.

SECTION 9. Any written notice to the Trustees from the Revenue Bond Trustee shall be signed by an officer of the Revenue Bond Trustee duly authorized for such purpose.

ARTICLE III.

DIVIDENDS AND SIMILAR DISTRIBUTIONS.

The Company hereby covenants that, so long as any of the Bonds of the 2008 Pollution Control Series shall remain outstanding, the covenants and agreements of the Company set forth in § 4.11 of the Original Indenture as heretofore supplemented shall be and remain in full force and effect and be duly observed and complied with by the Company, notwithstanding that no First Mortgage Bonds, 3½% Series due 1969, remain outstanding.

ARTICLE IV.

THE TRUSTEES.

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

ARTICLE V.

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

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

ARTICLE VI.

RESERVATION BY COMPANY OF RIGHT TO
AMEND SECTION 2.01 OF ORIGINAL INDENTURE.

The Company reserves the right, subject to appropriate corporate action, but without any consent or other action by holders of bonds of any series created after July 1, 1978, to make such amendments to the Original Indenture, as heretofore supplemented and amended, as shall be necessary in order to amend *Section 2.01* thereof so as to remove the limitation contained therein or so as to substitute any other dollar amount for "\$100,000,000" in said *Section 2.01*.

ARTICLE VII.

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

The Company reserves the right, subject to appropriate corporate action, but without consent or other action by holders of Bonds of the 2008 Pollution Control Series, to make such amendments to the Original Indenture, as heretofore supplemented and amended, as shall be necessary in order to amend *Section 4.10* thereof so as to eliminate or change the Maintenance and Replacement Fund, the Standard of Expenditure, the credits taken therefrom, the payments to the trust as such a fund, the certificate of the Company and any other provisions or requirements of said *Section 4.10* or any part thereof, or to substitute any other fund, standard, credits, payments, certificate, provisions or requirements therefor.

ARTICLE VIII.

MISCELLANEOUS PROVISIONS.

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

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

SECTION 3. In the event that all of the bonds outstanding under the Indenture are declared due and payable pursuant to the provisions of *Article 9* of the Indenture, the Trustees shall immediately give notice thereof in writing to the Revenue Bond Trustee, as the registered holder of Bonds of the 2008 Pollution Control Series, at its address as registered on the Company's books.

SECTION 4. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the

Trustees any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 5. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and HARRIS TRUST AND SAVINGS BANK and FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN, parties of the second part, have each caused its corporate name to be hereunto affixed, and this instrument to be signed by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf, all as of the day and year first above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY

[CORPORATE SEAL]

By R. C. ALLEN
R. C. ALLEN, *President.*

Attest:

V. E. BRILL
V E BRILL, *Assistant Secretary.*

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

R. L. COSTLEY
R L COSTLEY

J. A. REED
J. A REED

HARRIS TRUST AND SAVINGS BANK,
as Trustee

[CORPORATE SEAL]

By R. S. STAM
R. S. STAM, *Vice President*

Attest:

J. E. KRUEGER
J E KRUEGER, *Assistant Secretary.*

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

L. D. LEWIS
L. D. LEWIS

C. POTTER
C. POTTER

FIRST NATIONAL BANK AND TRUST
COMPANY OF JOPLIN,
as Trustee

[CORPORATE SEAL]

By DUANE LAWELLIN
DUANE LAWELLIN,
Executive Vice President.

Attest:

CLAUDE E. JARDON, JR.
CLAUDE E JARDON, JR.,
Assistant Secretary.

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

R. L. COSTLEY
R L COSTLEY

J. A. REED
J A. REED

STATE OF MISSOURI }
 COUNTY OF JASPER } SS:

BE IT REMEMBERED, and I do hereby certify, that on this 15th day of December, 1978, before me, a Notary Public in and for the County and State aforesaid, personally appeared R. C. ALLEN, President of The Empire District Electric Company, a Kansas corporation, and V. E. BRILL, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said R. C. ALLEN and V. E. BRILL, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

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

My commission expires January 22, 1981.

MILDRED L. DICKERSON
 MILDRED L. DICKERSON, *Notary Public.*

[NOTARIAL SEAL]

STATE OF ILLINOIS }
 COUNTY OF COOK } ss:

BE IT REMEMBERED, and I do hereby certify, that on the 14th day of December, 1978, before me, a Notary Public in and for the County and State aforesaid, personally appeared R. S. STAM, Vice President of Harris Trust and Savings Bank, an Illinois corporation, and J. E. KRUEGER, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said Harris Trust and Savings Bank, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said R. S. STAM and J. E. KRUEGER, being each duly sworn by me, severally deposed and said: that they reside at Wheaton and Libertyville, Illinois, respectively; that they were at that time respectively Vice President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

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

My commission expires November 29, 1980.

LAVETTE C. SEAY
 LAVETTE C. SEAY, *Notary Public.*

[NOTARIAL SEAL]

STATE OF MISSOURI }
 COUNTY OF JASPER } SS:

BE IT REMEMBERED, and I do hereby certify, that on this 15th day of December, 1978, before me, a Notary Public in and for the County and State aforesaid, personally appeared DUANE LAWELLIN, Executive Vice President of First National Bank and Trust Company of Joplin, a corporation organized under the laws of the United States of America, and CLAUDE E. JARDON, JR., Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Executive Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said First National Bank and Trust Company of Joplin, one of the makers thereof, to the foregoing instrument as its Executive Vice President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said DUANE LAWELLIN and CLAUDE E. JARDON, JR., being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively Executive Vice President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Executive Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

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

My commission expires October 13, 1981.

DOROTHY L. JAMES
 DOROTHY L. JAMES, *Notary Public*

[NOTARIAL SEAL]