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RECORDATION NO

16503-*Y*

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 thirteenth supplement to a mortgage, a secondary document, dated as of November 1, 1979.

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

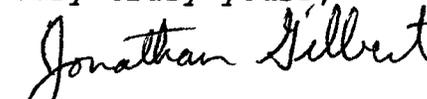
C. O. ...
7/25/89

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: Thirteenth 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 November 1, 1979, and covering real and personal property, including all rolling stock owned or acquired by mortgagor, including 125 Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

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

Very truly yours,


Jonathan Gilbert

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

By Hand

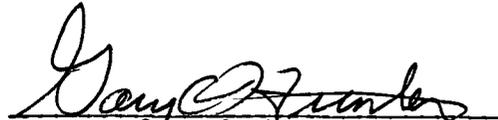
Officer's Affidavit of
The Empire District Electric Company

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

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

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

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



Gary C. Hunter
Secretary-Treasurer

State of Missouri)
County of Jasper) ss:

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



Darlene J. Hills
Notary Public

My Commission expires September 12, 1990.

16503 *GM*
RECORDATION NO _____ FILED 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

Thirteenth Supplemental Indenture

Dated as of November 1, 1979

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

First Mortgage Bonds, 10³/₄% Series due 2004

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THIRTEENTH SUPPLEMENTAL INDENTURE, dated as of November 1, 1979, 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 No. 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 an issue of First Mortgage Bonds of the Company, issuable in series, and created thereunder a series of bonds designated as First Mortgage Bonds, 3½% Series due 1969, being the initial series of bonds issued under the Original Indenture; and

WHEREAS the Company has heretofore executed and delivered to the Trustees twelve 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
Twelfth Supplemental Indenture	as of December 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 purpose of modifying or amending provisions of the Original Indenture (the Original Indenture, all said Supplemental Indentures and this Supplemental Indenture are herein collectively called the "Indenture"); and

WHEREAS the Company has acquired certain additional property hereinafter described or mentioned and, in compliance with its covenants in the Original Indenture, desires, by this Thirteenth 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 VI 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 VII 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 VIII 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 November 1, 2004, and to be designated as "First Mortgage Bonds, 10¾% Series due 2004", 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 Thirteenth Supplemental Indenture (herein sometimes referred to as "this Thirteenth Supplemental Indenture" or "this Supplemental Indenture") conveying to the Trustees and subjecting to the lien of the Indenture the property herein-

after described or mentioned, creating and designating the new series of bonds, and specifying the form and provisions of the bonds of said series provided or permitted by the Original Indenture; and

WHEREAS the texts of the First Mortgage Bonds, 10¾% Series due 2004, and of the Principal Trustee's Certificate of Authentication to be endorsed thereon and of a legend for insertion thereon are to be substantially in the forms following, respectively:

[FORM OF BOND]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND

10¾% SERIES DUE 2004

DUE NOVEMBER 1, 2004

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 November 1, 2004 (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 November 1, 1979, or from the most recent interest payment date to which interest has been paid or duly provided for on the bonds of this series, semi-annually on May 1 and November 1 in each year, commencing on May 1, 1980, until the Company's obligation with respect to such principal sum shall be discharged. The principal of and the premium, if any, and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private

debts. The interest so payable on any May 1 or November 1 will, subject to certain exceptions provided in the Thirteenth Supplemental Indenture referred to below, be paid to the person in whose name this bond is registered at the close of business on the April 15 or October 15 next preceding such May 1 or November 1.

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 Thirteenth Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970 and November 1, 1979) 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, 10 $\frac{3}{4}$ % Series due 2004, of the Company.

The bonds of this series are subject to redemption prior to maturity, upon not less than 30 nor more than 60 days' prior notice, all as more fully provided in the Indenture, (a) through the operation of the Sinking Fund provided for this series in the Indenture, on November 1, 1982 and on each November 1 thereafter prior to maturity, and (b) at the option of the Company, at any time as a whole or from time to time in part, in each case at the principal amount thereof, with accrued interest to the date fixed for redemption and the applicable premium (expressed as a percentage of the principal amount) set forth in the

table below for the twelve-month period beginning November 1 in the appropriate year under the heading "Redemption Premium":

<u>Year</u>	<u>Redemption Premium</u>	<u>Year</u>	<u>Redemption Premium</u>
1979 -----	10.75%	1992 -----	4.93%
1980 -----	10.30	1993 -----	4.48
1981 -----	9.85	1994 -----	4.03
1982 -----	9.41	1995 -----	3.58
1983 -----	8.96	1996 -----	3.14
1984 -----	8.51	1997 -----	2.69
1985 -----	8.06	1998 -----	2.24
1986 -----	7.61	1999 -----	1.79
1987 -----	7.17	2000 -----	1.34
1988 -----	6.72	2001 -----	0.90
1989 -----	6.27	2002 -----	0.45
1990 -----	5.82	2003 -----	0.00
1991 -----	5.38		

; *provided, however*, that no bonds of this series may be redeemed prior to November 1, 1989, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest cost to the Company (calculated in accordance with accepted financial practice and before deduction of commissions and expenses) or involving the issuance of Preferred Stock having an effective dividend rate (so calculated) of less than 10.75% per annum.

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

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new bond of this series, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. If this bond is transferred or exchanged between a record date, as defined in the aforementioned Thirteenth Supplemental Indenture, dated as of November 1, 1979, and the interest payment date in respect thereof, the new bond or bonds will bear interest from such interest payment date unless the interest payable on such date is not duly paid or provided for on such date. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes. This bond, alone or with other bonds of this series, may in like manner be exchanged at such office or agency for one or more new bonds of this series in authorized denominations, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer or exchange the Company may require the payment of any stamp or other tax or governmental charge incident thereto.

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

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.

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

Dated:

THE EMPIRE DISTRICT ELECTRIC COMPANY,

By _____
President.

Attest:

Secretary.

[FORM OF 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.

[FORM OF LEGEND]

Anything in this Bond to the contrary notwithstanding, this Bond has not been registered under the Securities Act of 1933 and may be reoffered or sold only if so registered or if an exemption from registration is available.

and

WHEREAS the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 10¾% Series due 2004, 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 twelve Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS THIRTEENTH 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 ensembling 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

BARRY COUNTY, MISSOURI

1. Purdy South Substation:

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

Beginning at a point three hundred feet (300') east of the southwest corner of the Southwest Quarter (SW¼) of the South-

west Quarter (SW $\frac{1}{4}$) of Section Twelve (12), Township Twenty-four North (T24N), Range Twenty-eight West (R28W), thence in a northerly direction a distance of approximately twenty feet (20') to the north right-of-way line of a public road, thence in a northerly direction a distance of one hundred feet (100'), thence in an easterly direction a distance of one hundred feet (100'), thence in a southerly direction a distance of one hundred feet (100') to the said north right-of-way line of the public road, thence in a southerly direction a distance of approximately twenty feet (20') to the section line, thence in a westerly direction along the section line a distance of one hundred feet (100') to the point of beginning.

JASPER COUNTY, MISSOURI

2. Joplin—2nd and Division Substation:

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

All of Lot Eleven (11) in Block Forty-nine (49) in the Second Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri, including the North One-half (N $\frac{1}{2}$) of that portion of Second Street heretofore vacated by the City of Joplin, Missouri, abutting said Lot Eleven on the South.

Said land being an addition to land described in the Ninth Supplemental Indenture under SUBSTATIONS AND SWITCHING STATIONS, Page 13, Item 9.

NEWTON COUNTY, MISSOURI

3. Joplin Southwest Substation:

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

All that part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4, Township 26 North, Range 33 West, Newton County, Missouri, lying northwest of the following described northwesterly right of way line of the highway, now known as Interstate 44, containing 17.4 acres.

Said northwesterly right of way line of Interstate 44 is a line extending between the following located points on the left or

northwesterly side of the hereinafter described center line of Outer Roadway No. 1; From a point 100 feet left of Outer Roadway No. 1 Station 13+59.3 North 77° 42' East a distance of 159.8 feet to a point 100 feet left of Station 15+19.1, thence North 73° 17' East a distance of 356.5 feet to a point 90 feet left of Station 19+00, thence North 56° 36' East a distance of 327.2 feet to a point 90 feet left of Station 22+50, thence North 33° 15' East a distance of 792.9 feet to a point 180 feet left of Station 30+10.

Said center line of Outer Roadway No. 1 is located and described as follows: Commencing at the East Quarter Corner of Section 5, Township 26 North, Range 33 West, thence North 0° 48' East a distance of 1463.8 feet to Interstate 44 center line Station 199+97.8, thence North 12° 18' West a distance of 119.0 feet to Outer Roadway No. 1 Station 13+08.3, the point of beginning of center line description, thence North 77° 42' East a distance of 239.2 feet to point of curve Station 15+47.5, thence on a 4° curve to the left a distance of 1133.8 feet to point of tangent Station 26+81.3, thence North 32° 21' East a distance of 186.2 feet to point of curve Station 28+67.5, thence on a 16° curve to the right a distance of 142.5 feet to Station 30+10.

COMBINED STOREROOM AND OFFICE BUILDING SITES

JASPER COUNTY, MISSOURI

1. Webb City Storeroom and Office Building Site:

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

Beginning at a point 30.0 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 21, Township 28, Range 32, Jasper County, Missouri, thence East 297.92 feet, thence South 1320.52 feet, thence West 298.42 feet, thence North 1320.25 feet to the point of beginning, except the West 50.0 feet for road purposes and that deeded on the North of highway purposes, containing 7.29 acres more or less.

The above set out 50 feet for roadway purposes is restricted to the use of the adjoining land owners including The Empire District Electric Company.

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, product 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, 10¾% Series due 2004.

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, 10¾% Series due 2004 (hereinafter sometimes called the "Bonds of the 2004 Series" or "Bonds"). The Bonds of the 2004 Series shall be limited to an aggregate principal amount of Sixteen Million Dollars (\$16,000,000), excluding any Bonds of the 2004 Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of the 2004 Series pursuant to the provisions of *Article 2* or of § 15.09 of the Original Indenture. Said Bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively. Each Bond shall be dated as of the date of its authentication and all Bonds of the 2004 Series shall mature November 1, 2004 and shall bear interest at the rate of 10¾% per annum, payable semi-annually on May 1 and November 1 in each year, commencing May 1, 1980; both principal and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The holder of any Bond on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond upon any exchange or transfer thereof subsequent to the record date and prior to such interest payment date, except if and to the extent that the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name

such Bond (or any Bond or Bonds issued upon transfer or exchange thereof) is registered on a date fixed by the Company, which shall be not more than 15 and not less than 10 days before the date of payment of such defaulted interest. The term "record date" as used in this Section with respect to any interest payment date shall mean the close of business on the April 15 or October 15, as the case may be, next preceding such interest payment date, whether or not such April 15 or October 15 shall be a legal holiday or a day on which banking institutions in the City of Chicago, Illinois are authorized by law to remain closed.

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

The Bonds of the 2004 Series shall be issued as fully registered Bonds only, in denominations of \$1,000 and multiples thereof.

The Bonds of the 2004 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 2004 Series.

SECTION 2. The Bonds of the 2004 Series described in Section 1 of this Article, in the aggregate principal amount of Sixteen Million Dollars (\$16,000,000), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, all or any portion of the Bonds of the 2004 Series may, from time to time, be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II.**Redemption of Bonds of the 2004 Series.**

SECTION 1. The Bonds of the 2004 Series, in the manner provided in *Article 5* of the Original Indenture (except as otherwise provided in Section 2 of this Article II), shall be redeemable at any time prior to maturity, in whole or in part, at the option of the Company, at the principal amount of the Bonds so to be redeemed and accrued interest to the date fixed for redemption together with a premium as specified under the heading "Redemption Premium" in the form of Bond set forth in this Supplemental Indenture; *provided, however*, that no Bonds of the 2004 Series may be so redeemed prior to November 1, 1989, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest cost to the Company (calculated in accordance with accepted financial practice and before deduction of commissions and expenses) or the issuance of Preferred Stock having an effective dividend rate (so calculated) of less than 10¾% per annum.

The Bonds of the 2004 Series shall also be redeemable through the operation of the Sinking Fund in the manner, to the extent and at the applicable Sinking Fund Redemption Price provided for in Article III of this Supplemental Indenture.

SECTION 2. The provisions of § 5.03 (except as hereinafter provided), § 5.04 and § 5.05 of the Original Indenture shall be applicable to Bonds of the 2004 Series. The principal amount of Bonds of the 2004 Series registered in the name of any holder and to be redeemed on any partial redemption shall be \$1,000, or a multiple thereof. The holders of the Bonds of the 2004 Series hereby agree that, notwithstanding the provisions of § 5.03 of the Original Indenture, Bonds of the 2004 Series to be redeemed shall, in the case of any partial redemption, be redeemed pro rata as nearly as practicable.

SECTION 3. The holder of each and every Bond of the 2004 Series issued hereunder hereby, and by accepting the Bond, agrees to accept payment thereof prior to maturity on the terms and conditions provided for in Articles II and III of this Supplemental Indenture.

ARTICLE III.**Sinking and Improvement Fund for Bonds of the 2004 Series.**

SECTION 1. For the purpose of this Article, the 1st day of November, 1982 and each 1st day of November thereafter, to and including November 1, 2003, are called Sinking Fund Payment Dates.

SECTION 2. The Company covenants and agrees that it will on November 1, 1982 create, and so long as any Bonds of the 2004 Series are outstanding maintain, a Sinking and Improvement Fund for the Bonds of the 2004 Series, and that, except as in this Article otherwise permitted, it will pay to the Principal Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the 2004 Series are outstanding, for the account of such Sinking and Improvement Fund, cash sufficient in amount to retire \$160,000 principal amount of Bonds of the 2004 Series, at the current Sinking Fund Redemption Price applicable on such Sinking Fund Payment Date provided for in Section 5 of this Article.

SECTION 3. (a) The Company may satisfy all or any part of its obligations under this Article otherwise than by payment of cash as provided in Section 2 of this Article by (i) the delivery to the Principal Trustee of Bonds of the 2004 Series theretofore acquired by the Company, subject to compliance with paragraph (c) of this Section 3, and each such Bond shall be received by the Principal Trustee in lieu of cash in an amount equal to the current Sinking Fund Redemption Price of such Bond or (ii) utilizing as a credit any net property additions which might otherwise be made the basis for the authentication and delivery of bonds under the provisions of *Article 3* of the Original Indenture and which the Company elects to make the basis of a credit under this Article. Such net property additions shall be accepted by the Principal Trustee in lieu of cash in an amount equal to 60% of the amount of such net property additions.

(b) The Company shall also have the right at any time and from time to time to anticipate payment of all or any part of any one or more Sinking Fund payments (but not, in respect of any particular Sinking Fund payment, after the delivery to the Principal Trustee of the statement of the Company required by Section 6 of this Article) and to receive a credit on its obligations under this Article, to the

extent of the applicable Sinking Fund Redemption Price or Prices in respect of

(1) any Bonds of the 2004 Series theretofore acquired by the Company and then or theretofore delivered by it to the Principal Trustee for cancellation, or

(2) any Bonds of the 2004 Series previously redeemed, or called for redemption, and no longer outstanding,

subject to compliance with paragraph (c) of this Section 3, by delivery to the Principal Trustee of a statement of the Company setting forth in detail the Sinking Fund payments or parts thereof which the Company elects to anticipate, and the principal amount of the Bonds of the 2004 Series the retirement of which under clauses (1) and/or (2) above is made the basis of such anticipated payment or payments, and otherwise showing compliance with the requirements of this Section 3.

(c) No Bond shall be made the basis of a credit under this Article upon any Sinking Fund payment or anticipated payment (i) if such Bond shall have been acquired, retired, redeemed or called for redemption by operation of the Sinking Fund or any maintenance, improvement or other fund under the Indenture or by the use of the proceeds of insurance on, or of the release or other disposition of, any funded property or by use as provided in § 3.10 of the Original Indenture of any cash deposited under § 3.08 of the Original Indenture or (ii) if the acquisition, retirement, redemption or call for redemption of such Bond has theretofore been made the basis for the issue of any bond or the withdrawal of cash or the taking of a credit under any of the provisions of the Indenture.

SECTION 4. All cash paid by the Company to the Principal Trustee pursuant to the provisions of this Article shall be applied to the redemption of Bonds of the 2004 Series as provided in this Article; provided that no Bonds of the 2004 Series may be so redeemed prior to November 1, 1989, directly or indirectly as part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest cost to the Company (calculated in accordance with accepted financial practice and before deduction of commissions and expenses) or the issuance of Preferred Stock having an effective dividend rate (so calculated) of less than 10¾% per annum.

SECTION 5. The Current Sinking Fund redemption price applicable to Bonds of the 2004 Series to be retired under the provisions of this Article shall be the principal amount thereof together with accrued interest to the redemption date, plus a premium as specified under the heading "Redemption Premium" in the form of Bond set forth in this Supplemental Indenture (herein referred to as the "Sinking Fund Redemption Price").

SECTION 6. The Company will at least sixty (60) days prior to each Sinking Fund Payment Date (except in a case where the Sinking Fund Payment due on such date shall have been anticipated in full pursuant to Section 3(b) of this Article) deliver a statement of the Company to the Principal Trustee stating (i) the aggregate principal amount of Bonds of the 2004 Series acquired by the Company which it intends to deliver to the Principal Trustee on such Sinking Fund Payment Date pursuant to Section 3(a)(i) of this Article on account of such Sinking Fund obligation (or on account of all or any part of the unanticipated balance thereof) and otherwise showing compliance with said Section 3(a)(i), and (ii) the amount of net property additions which the Company intends to use as a credit to such Sinking Fund obligation pursuant to Section 3(a)(ii) of this Article.

SECTION 7. In case credit under this Article is taken in whole or in part on the basis of net property additions, the Company shall comply with all provisions of the Indenture which would be applicable if such net property additions were made the basis of an application for the authentication of bonds as provided in § 3.04 of the Original Indenture except as hereinafter in this Section provided.

In any such case, the Company shall file with the Principal Trustee appropriate documents evidencing compliance with all such applicable provisions; *provided, however*, that in no such case shall the Company be required to deliver to the Principal Trustee any resolution or documents such as are described in *subdivisions (1), (2) and (6)* of § 3.06 of the Original Indenture, or any opinions with respect to the authorization of the issuance of bonds by governmental authorities and by the Company and with respect to tax laws applicable to the issuance of bonds, or to comply with any earnings requirements, or, unless the Principal Trustee shall so request, to comply with the requirements of the proviso in *subdivision (8)* of § 3.06 of the Original Indenture.

SECTION 8. In case any net property additions shall be utilized as a basis for credit under this Article, the property additions included therein shall forthwith become funded property (as defined in § 1.07 of the Original Indenture), and the engineer's certificate filed with the Principal Trustee pursuant to Section 7 of this Article shall be considered as though it had been filed pursuant to *subdivision (3)* of § 3.06 of the Original Indenture for the purposes of *Clause (A)* of said *subdivision (3)*; *provided, however*, that any net property additions certified in such engineer's certificate in excess of the amount utilized for such credit may be added to, and treated as part of, the "unapplied balance of property additions" (as defined in § 1.05 of the Original Indenture) and be available for any purpose for which the "unapplied balance of property additions" is available under the Indenture, and for the purpose of a credit under this Article. Any certificate executed pursuant to the provisions of § 3.06 of the Original Indenture shall give effect to the provisions of this Section.

SECTION 9. On each Sinking Fund Payment Date, it shall be the duty of the Principal Trustee to apply the cash paid to it under this Article for the account of the Sinking Fund (hereinafter called "Sinking Fund Cash") to the redemption of Bonds of the 2004 Series at the current Sinking Fund Redemption Price applicable on such Sinking Fund Payment Date. Such redemption, including the selection of the Bonds or portions thereof to be redeemed, shall be carried out in the manner provided in *Article 5* of the Original Indenture and Section 2 of *Article II* of this Supplemental Indenture, and the portion of any Bond of the 2004 Series to be redeemed shall be \$1,000 or a multiple thereof.

Each notice of redemption shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the Principal Trustee in the City of Chicago, Illinois), (iii) the Sinking Fund Redemption Price, (iv) the numbers and principal amount of Bonds of the 2004 Series of each owner to be then redeemed in whole or in part and (v) that on the date fixed for redemption interest on such Bonds of the 2004 Series, or portion of Bonds of the 2004 Series to be redeemed, shall cease.

In case any Bond of the 2004 Series shall be redeemed in part only, said notice shall also specify (i) the principal amount thereof to be redeemed and (ii) that, upon the presentation of such Bond of the

2004 Series for partial redemption, a new Bond or Bonds of the 2004 Series of an aggregate principal amount equal to the unredeemed portion of such Bond of the 2004 Series will be issued in lieu thereof; and in such case the Company shall execute, and the Principal Trustee shall authenticate and deliver to or upon the written order of the owner of any such Bond of the 2004 Series, at the expense of the Company, a Bond or Bonds of the 2004 Series (but only in authorized denominations) for the principal amount of the unredeemed portion of such Bond of the 2004 Series or, at the option of the owner of such Bond, the Principal Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption.

In case the Company shall fail to give to the Principal Trustee evidence to its satisfaction that notice of redemption as in this Article provided will be given, the Principal Trustee may, at the expense of the Company, give such notice with the same effect as if such notice had been given by the Company as hereinbefore required.

Notice of redemption having been given in the manner hereinabove provided, the Bonds of the 2004 Series (or the specified portions thereof) so to be redeemed shall, on the Sinking Fund Payment Date designated in such notice, become due and payable at the Sinking Fund Redemption Price; and from and after such Sinking Fund Payment Date so designated, interest on the Bonds of the 2004 Series so called for redemption (or in the case of a partial redemption, on the portion thereof to be redeemed) shall cease to accrue, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price.

All Bonds of the 2004 Series redeemed or retired under the provisions of this Article shall forthwith be cancelled, and the Principal Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds of the 2004 Series so cancelled to or upon the written order of the Company.

ARTICLE IV.

Dividends and Similar Distributions and Other Covenants.

SECTION 1. The Company hereby covenants that, so long as any of the Bonds of the 2004 Series shall remain outstanding, the covenants

and agreements of the Company set forth in § 4.10 and § 4.11 of the Original Indenture as heretofore supplemented shall be and remain in full force and effect and be duly observed and complied with by the Company, notwithstanding that no First Mortgage Bonds, 3½% Series due 1969, remain outstanding.

SECTION 2. The Company hereby covenants that, so long as any Bonds of the 2004 Series are outstanding, no Bonds of the 2004 Series which have been purchased, redeemed or retired through the operation of, or have been made the basis of a credit under, the Sinking and Improvement Fund or any maintenance or other fund applicable to the Bonds of the 2004 Series shall be made the basis for the withdrawal of cash or the taking of a credit under any of the provisions of the Indenture; *provided, however*, that such Bonds of the 2004 Series are hereby expressly permitted to be used for the issuance, authentication and delivery of bonds under § 3.07 of the Original Indenture.

ARTICLE V.

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 VI.

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 VII.

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 VIII.

Reservation by Company of Right to Amend Section 4.10 of Original Indenture.

The Company reserves the right, subject to appropriate corporate action, but without consent or other action by holders of bonds of any Series created after November 1, 1978, to make such amendments to the Original Indenture, as heretofore supplemented and amended, as shall be necessary in order to amend *Section 4.10* thereof so as to eliminate or change the Maintenance and Replacement Fund, the Standard of Expenditure, the credits taken therefrom, the payments to the trust as such a fund, the certificate of the Company and any other provisions or requirements of said *Section 4.10* or any part thereof, or to substitute any other fund, standard, credits, payments, certificate, provisions or requirements therefor; *provided, however*, that no such amendment shall adversely affect the manner in which, or alter the prices or times at which, Bonds of the 2004 Series may be redeemed by the Company as provided in Articles II and III of this Supplemental Indenture.

ARTICLE IX.

Miscellaneous Provisions.

SECTION 1. If the date for making any payment of principal, interest, or premium, if any, or the last date for performance of any

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

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

SECTION 3. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

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

IN WITNESS WHEREOF, The Empire District Electric Company, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by

its Secretary or an Assistant Secretary for and in its behalf; and Harris Trust and Savings Bank and First National 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

By BYRON MUELLER

BYRON MUELLER, *Vice President—Finance.*

[CORPORATE SEAL]

Attest:

H. H. KOST

H. H. KOST, *Secretary.*

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

V. E. BRILL

V. E. BRILL

R. L. COSTLEY

R. L. COSTLEY

HARRIS TRUST AND SAVINGS BANK,
as Trustee

[CORPORATE SEAL]

By R. G. MASON
R. G. MASON, *Vice President.*

Attest:

C. POTTER
C POTTER, *Assistant Secretary.*

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

L. D. LEWIS
L. D. LEWIS

F. A. PIERSON
F A. PIERSON

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:

V. E. BRILL
V. E. BRILL

R. L. COSTLEY
R. L. COSTLEY

STATE OF MISSOURI }
 COUNTY OF JASPER } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 16th day of November, 1979, before me, a Notary Public in and for the County and State aforesaid, personally appeared BYRON MUELLER, Vice President of The Empire District Electric Company, a Kansas corporation, and H. H. KOST, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its Vice President and Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said BYRON MUELLER and H. H. KOST, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time Vice President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official 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 13th day of November, 1979, before me, a Notary Public in and for the County and State aforesaid, personally appeared R. G. MASON, Vice President of Harris Trust and Savings Bank, an Illinois corporation, and C. POTTER, 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. G. MASON and C. POTTER, being each duly sworn by me, severally deposed and said: that they reside at Libertyville and Forest Park, 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 February 20, 1983.

ROSE MARIE MANIX
 ROSE MARIE MANIX, *Notary Public.*

[NOTARIAL SEAL]

STATE OF MISSOURI }
 COUNTY OF JASPER } SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 16th day of November, 1979, 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 April 26, 1981.

ROSE ETHEL McCRACKEN
 ROSE ETHEL McCRACKEN, *Notary Public.*

[NOTARIAL SEAL]

16 503

OUT

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IDENTIFICATION OF RECORD (NUMBER, TITLE AND/OR SUBJECT, DATE OF FILE OR DOCUMENT)	CHARGED TO (PERSON & OFFICE)	DATE CHARGED OUT
16503-N- 9-6-89	16503-V-12-16-93	
16503-O-9-6-89	16503-W-12-16-93	
16503-P-11-21-89	16503-Y-3-17-94	
16503-Q-12-14-90	16503-Y-11-3-94	
16503-R-7-23-92	16503-Z-3-29-95	
16503-S-5-26-93	16503-AA-5-3-95	
16503-T-6-14-93	16503-BB-6-12-95	
16503-U-10-19-93	16503-CC-12-12-96	

OPTIONAL FORM 23
FEB 1962
GSA Circular No 259

CHARGEOUT RECORD

5023-101

GPO 1982 OF-612734-49-B

4-30-98-16503-DD		
7-16-99-16503-EE		
DATE CHARGED OUT	CHARGED TO (PERSON & OFFICE)	IDENTIFICATION OF RECORD (NUMBER, TITLE AND/OR SUBJECT, DATE OF FILE OR DOCUMENT)

OUT

