

CAHILL GORDON & REINDEL

EIGHTY PINE STREET

NEW YORK, N.Y. 10005

RECORDATION OF 16503-9
FILED 1989

NOV 21 1989 -2 05 PM

INTERSTATE COMMERCE COMMISSION
9-325A033

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** ALSO ADMITTED ENGLAND AND JAMAICA
*** ADMITTED FRANCE ONLY

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

November 20, 1989

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.

This document is the sixteenth supplement to a mortgage, is a secondary document and is dated as of November 1, 1989.

The primary document to which this document is related bears recordation number 16503.

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; Mercantile Bank of Joplin National Association, 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

Barbara Burchfield
Clare...

11/21/89
11/21/89
11/21/89

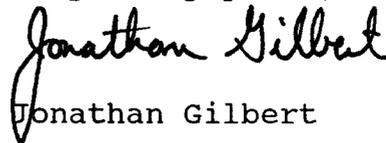
at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified as: Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A short summary of the document to appear in the index follows: Sixteenth supplement, dated as of November 1, 1989, 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, 111 West Monroe Street, Chicago, Illinois and Mercantile Bank of Joplin National Association, Joplin, Missouri, as trustees, 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 \$¹⁵~~13~~ 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.

Kindly acknowledge receipt of this filing on the enclosed copy of this letter and return it to the messenger.

Very truly yours,


Jonathan Gilbert

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

By Hand

Interstate Commerce Commission
Washington, D.C. 20423

11/21/89

OFFICE OF THE SECRETARY

Jonathan Gilbert
Cahill Gordon & Reindel
Eighty Pine Street
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/21/89 at 2:05pm and assigned recordation number(s). 16503-P

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDATION NO 26503 FILED 1425 *P*

NOV 21 1989 -2 05 PM

INTERSTATE COMMERCE COMMISSION

THE EMPIRE DISTRICT ELECTRIC COMPANY
 TO
 HARRIS TRUST AND SAVINGS BANK
 AND
 MERCANTILE BANK OF JOPLIN NATIONAL ASSOCIATION
Trustees

Sixteenth Supplemental Indenture

Dated as of November 1, 1989

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

\$30,000,000

First Mortgage Bonds, 9% Series due 2019

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SIXTEENTH SUPPLEMENTAL INDENTURE, dated as of November 1, 1989, 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 Mercantile Bank of Joplin National Association (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 fifteen Supplemental Indentures supplemental to the Original Indenture as follows:

<u>Title</u>	<u>Dated</u>
First Supplemental Indenture.....	as of June 1, 1946
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<u>Title</u>	<u>Dated</u>
Twelfth Supplemental Indenture.....	as of December 1, 1978
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Fourteenth Supplemental Indenture	as of September 15, 1983
Fifteenth Supplemental Indenture	as of October 1, 1988

some 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 Sixteenth 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 *Article 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 November 1, 2019, and to be designated as "First Mortgage Bonds, 9% Series due 2019," 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 Sixteenth Supplemental Indenture (herein sometimes referred to as "this Sixteenth 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 texts of the First Mortgage Bonds, 9% Series due 2019, 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]
[FACE]
THE EMPIRE DISTRICT ELECTRIC COMPANY
FIRST MORTGAGE BOND
9% SERIES DUE 2019
DUE NOVEMBER 1, 2019

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, 2019 (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 28, 1989, 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, 1990, 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 Sixteenth Supplemental Indenture referred to on the reverse hereof, 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.

Reference is made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

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 on the reverse hereof.

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 BOND]
[REVERSE]

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 Mercantile Bank of Joplin National Association), 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, a Fourteenth Supplemental Indenture and a Sixteenth Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970, September 15, 1983, and November 1, 1989) 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 at least 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 pay-

ment 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 such bondholder's 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, 9% Series due 2019, 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, at the option of the Company, at any time on and after November 1, 1994, as a whole or from time to time in part, 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>
1994	5.0%	1999	2.5%
1995	4.5	2000	2.0
1996	4.0	2001	1.5
1997	3.5	2002	1.0
1998	3.0	2003	0.5

; and without premium if redeemed on or after November 1, 2004.

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 Sixteenth Supplemental Indenture, dated as of November 1, 1989, 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, stock-

holders, 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.

[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, 9% Series due 2019, 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 fifteen Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS SIXTEENTH 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 Mercantile Bank of Joplin National Association, 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

BENTON COUNTY, ARKANSAS

1. *Purchase Site where existing Substation #326-Decatur-North Facilities are installed, located in Benton County, Arkansas:*

A tract of land in the County of Benton, State of Arkansas, described as follows:

Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, T-19-N, R-33-W, Benton County, Arkansas, described as beginning at a point 411.02' S 01°32'44" W and 92.59' N 88°27'16" W of the NE Corner of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 32°20' W 75.00'; thence N 71°27'03" W 100.00'; thence N 32°20' E 75.00'; thence S 71°27'03" E 100.00' to the point of beginning and containing 0.167 acres.

CHEROKEE COUNTY, KANSAS

2. *Cherokee County Substation:*

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

Commencing at the Northeast Corner of Section Twenty-eight (28), Township Thirty-two (32), Range Twenty-two (22), Cherokee County, Kansas, thence South along the East line of Section Twenty-eight, 275.0 feet, thence South 88 degrees 20 minutes 40 seconds West 25.0 feet to the point of beginning, thence South 88 degrees 20 minutes 40 seconds West 250.0 feet, thence North 250.0 feet, thence North 88 degrees 20 minutes 40 seconds East 175.0 feet to point of curve, thence along

a curve to the right having a radius of 72.36 feet with an arc length of 116.56 feet, thence South 175.0 feet to the point of beginning, containing 1.40 acres more or less.

CEDAR COUNTY, MISSOURI

3. *Stockton AEC Tie Substation:*

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

A parcel of land known as the North $\frac{1}{2}$ of the East $\frac{1}{2}$ of Lot 1 of the NE $\frac{1}{4}$ of Sec. 5, T34 North, R26 West 5th P.M. Cedar Co., Mo., also described as beginning at a point on the East line of said Lot 1 located 663.66 feet North of the S.E. corner of said Lot 1, thence North $01^{\circ}33'48''$ West 663.65 feet to the N.E. corner of said Lot 1; thence South $88^{\circ}25'47''$ West 1325.90 feet; thence South $02^{\circ}11'21''$ East 664.30 feet; thence North $88^{\circ}24'11''$ East 1318.64 feet to the point of beginning.

CHRISTIAN COUNTY, MISSOURI

4. *Blackhawk Jct. Substation:*

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

Commencing at the Southeast corner of the Southeast Quarter of the Southeast Quarter of Section 9, Township 27N, Range 21W, Christian County, Missouri; thence along the South line of said Southeast Quarter of the Southeast Quarter North 88 degrees 25 minutes 02 seconds West (recorded as North 88 degrees 08 minutes West) 239.65 feet for a true point of beginning; thence North 0 degrees 36 minutes 54 seconds East 490.94 feet (recorded as North 0 degrees 43 minutes East 490.48 feet); thence South 88 degrees 28 minutes 42 seconds West (recorded as South 88 degrees 38 minutes West) 350.00 feet; thence South 0 degrees 36 minutes 54 seconds West 471.98 feet to the South line of said Southeast Quarter of the Southeast Quarter; thence along said line South 88 degrees 25

minutes 02 seconds East 349.81 feet back to the point of beginning. Tract contains 3.866 acres. Subject to right-of-way for county road along the South side and all other right-of-ways, easements and restrictions of record.

JASPER COUNTY, MISSOURI

5. *Joplin 24th Street Substation:*

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

Part of Lot 90 in Southmorland Acres Addition to the City of Joplin, Missouri, being more particularly described as follows:

Commencing at the Northeast Corner of Lot 90 in Southmorland Acres Addition to the City of Joplin, Missouri; Thence West, 319.00 feet; Thence South, 500.00 feet to an iron pin found at the true point of beginning; Thence South 00°01' East, 244.20 feet to a found iron pin; Thence South 89°55' East, 319.20 feet (319.00 record) to an iron pin found on the West right-of-way line of Connecticut Avenue; Thence South, 513.54 feet along said right-of-way to a $\frac{5}{8}$ inch iron pin set on the North right-of-way line of the Kansas City Southern Railroad; Thence 824.63 feet along said right-of-way on a curve to the right with a radius of 1410.73 feet, a central angle of 33°29'30'', and a long chord distance of 812.94 feet on a bearing of North 55°19' West to a set $\frac{5}{8}$ inch iron pin; Thence North, 295.67 feet to a found iron pin; Thence East, 349.27 feet to the point of beginning containing 7.04 acres more or less.

Bearings based on an assumed North/South bearing of the West right-of-way line of Connecticut Avenue.

JASPER COUNTY, MISSOURI

6. *Alba/Purcell Substation:*

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

A tract of land in the Northwest Quarter in Section 17, Township 29 North, Range 32 West, Jasper County, Missouri, being more particularly described as follows: Beginning at a set $\frac{5}{8}$ inch iron pin being 977.29 feet South and 300.50 feet West of an iron pin found at the North Quarter corner of Section 17, Township 29 North, Range 32 West, Jasper County, Missouri; thence South 300.00 feet to a set $\frac{5}{8}$ inch iron pin, on the North right-of-way line of a county road; thence West, 350.00 feet along said North right-of-way to a set $\frac{5}{8}$ inch iron pin; thence North 300.00 feet to a set $\frac{5}{8}$ inch iron pin, thence East, 350.00 feet to the point of beginning, except any part taken or deeded for road purposes.

OFFICE BUILDING SITES

JASPER COUNTY, MISSOURI

1. *Joplin Land with Building and Improvements for use as Engineering Facilities:*

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

All of the North 30 feet of Lot Numbered Forty (40) and all of Lot Numbered Forty-one (41) in PITCHER'S ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

STOREROOM SITES

POLK COUNTY, MISSOURI

1. *Expansion of Bolivar Service Center Site:*

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

Commencing at the SW corner of the SE $\frac{1}{4}$ of Section 2, Twp. 33 N., Rng. 23 W. thence N2°05'57''E 207.57' thence S88°03'24''E 25.00' to the true point of beginning at the east line of Oakland Avenue thence N2°05'57''E 57.83' to Empire District Electric Company tract thence S88°03'24''E 178.13' thence along the RR R.O.W. S18°55'49''E 27.18' thence N88°03'24''W 48.65' thence S2°05'57''W 32.43' thence N88°03'24''W 139.23' to the true point of beginning. All in Bolivar, Polk County, Missouri.

PLANT PROPERTIES

CRAWFORD COUNTY, KANSAS

1. *Asbury Steam Plant Railroad Facilities:*

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

Part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eleven (11), Township Thirty One (31) South, Range Twenty-five (25) East of the Sixth Principal Meridian, according to the United States Government Survey thereof, bounded and described as follows:

Beginning at a point Nine Hundred Sixteen and Five Hundredths (916.05) Feet East and One Thousand Nine Hundred Sixty-Nine and Twenty-seven Hundredths (1,969.27) Feet South of the Northwest Corner of the Northeast Quarter of said Section Eleven (said point being on the South line of the N $\frac{1}{2}$ of S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Said Section Eleven); Thence

North 59°55'17'' East One Thousand Eighty-nine and Sixty-six Hundredths (1,089.66) feet, thence One Hundred Thirty-five and Forty-two Hundredths (135.42) feet along a curve to the right with a radius of One Thousand Four and Ninety-three Hundredths (1,004.93) feet, and a long chord distance of One Hundred Thirty-five and Thirty-two Hundredths (135.32) feet on a bearing of North 64°04'52'' East to a point on the South line of the existing Empire District Electric Company Railroad right-of-way, thence South 89°46'32'' East, Three Hundred Eighty-one and Forty-three Hundredths (381.43) feet along the South line of said Empire District Electric Company railroad right-of-way; thence South 00°13'28'' West, Twenty-four and Eighty Hundredths (24.80) feet; thence Four Hundred Ninety-three and Seventy-eight Hundredths (493.78) feet along a curve to the left with a radius of Nine Hundred Four and Ninety-three Hundredths (904.93) feet, and a long chord distance of Four Hundred Sixty-eight and Thirty-nine Hundredths (468.39) feet on a bearing of South 75°13'58'' West thence South 59°55'17'' West, Nine Hundred Seventeen and Forty-three Hundredths (917.43) feet; thence North 89°56'21'' West One Hundred Ninety-nine and Sixteen Hundredths (199.16) feet to the point of beginning.

Also,

All of the South one hundred feet (100') of the North Half of the Northwest Quarter of Section Twelve (12), Township Thirty-one (31) South, Range Twenty-five (25) East.

Also,

That part of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Ten (10), Township Thirty-one (31) South, Range Twenty-five (25) East of the Sixth Principal Meridian, according to the United States Government Survey thereof, lying North and East of the Right-of-Way of the Kansas City Southern Railway Company, less the following described real estate: The North Nine Hundred Seventy-three and Fifty-nine Hundredths (973.59) feet of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Ten (10), Township Thirty-one

(31) South, Range Twenty-five (25) East of the Sixth Principal Meridian. Exception containing Thirty (30) acres, more or less.

Also,

The South Ninety-four (94) Feet Less the East Five Hundred Ninety-two and Eight Tenths (592.8) Feet of Government Lot Number One (1) (being the fractional Northwest Quarter of the Northeast Quarter) of Section Twelve (12) Township Thirty One (31) South, Range Twenty-five (25) East of the Sixth Principal Meridian, according to the United States Government Survey thereof.

Also,

All of the East One-Half of the Southeast Quarter and the South 300 Feet of the East 300 feet of the Northeast Quarter of Section 10, Township 31 South, Range 25 East, and the South One-Half of the South One-Half of the Northwest Quarter and the South One-Half of the South One-Half of the Northeast Quarter lying West of the center of the abandoned St. Louis-San Francisco Railroad in Section 11, Township 31 South, Range 25 East, Crawford County, Kansas, containing 161.22 acres more or less, including a portion for public road use. Subject to easements and restrictions of record.

JASPER COUNTY, MISSOURI

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

All of the South 100.0 feet of the North 145.00 feet of the Northeast Fractional Quarter (NEFrtl $\frac{1}{4}$) of Section 18, Township 30 North, Range 33 West, Jasper County, Missouri, including a portion for road right-of-way along the East side thereof.

Also,

All of the South 50.0 feet of the North 95.00 feet of the West eighty acres of the North One-Half (N $\frac{1}{2}$) of Fractional (Frtl) Section 18, Township 30 North, Range 33 West, Jasper County, Missouri, including a portion for road right-of-way along the West side thereof.

Also,

A strip of land lying along the North side of the Northwest Fractional Quarter (NWFrtl $\frac{1}{4}$) of Section 18, Township 30 North, Range 33 West, Jasper County, Missouri, being more particularly described as follows: Beginning at an iron pin set, South 01°41' West 45.00 feet from an axle found at the North Quarter corner of said Section 18, thence South 01°41' West along the East line of the Northwest Fractional Quarter 100.00 feet to an iron pin set, thence parallel with the North line of said Section 18, North 88°44' West 2,110.11 feet, thence North 01°16' East 50.10 feet to a point being 95.00 feet South of the North line of said Section 18, thence North 88°44' West 875.63 feet to an iron pin set on the East line of the West eighty acres of the North One-half of said Section 18, thence North 00°16' East along said line 50.00 feet to an iron pin set, said point being 45.00 feet South of the North line of said Section 18, thence South 88°44' East 2,987.35 feet to the point of beginning, reserving to Grantors access from their remaining property across each of the three (3) existing railroad crossings on said real estate to the county road running along the North line of said Section 18.

BARTON COUNTY, MISSOURI

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

All of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eight (8), Township Thirty (30), Range Thirty-three (33), Barton County, Missouri.

RAILROAD CARS

One Hundred and Twenty-five (125) Bethgon gondola-type cars bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

MISCELLANEOUS PROPERTIES

BENTON COUNTY, ARKANSAS

1. *Gravette Tower and Microwave Equipment Site:*

A tract of land in the County of Benton, State of Arkansas, described as follows:

The N ½ of Lot 5 in Block 4 in Jensen's Addition to the Town of Gravette.

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, 9% SERIES DUE 2019

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, 9% Series due 2019 (hereinafter sometimes called the "Bonds of the 2019 Series" or "Bonds"). The Bonds of the 2019 Series shall be limited to an aggregate principal amount of Thirty Million Dollars (\$30,000,000), excluding any Bonds of the 2019 Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of the 2019 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 2019 Series shall mature November 1, 2019 and shall bear interest at the rate of 9% per annum, payable semi-annually on May 1 and November 1 in each year, commencing May 1, 1990; 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 2019 Series shall be issued as fully registered Bonds only, in denominations of \$1,000 and multiples thereof.

The Bonds of the 2019 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 or other charge will be made for any exchange or transfer of any Bond of the 2019 Series.

SECTION 2. The Bonds of the 2019 Series described in Section 1 of this Article, in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), 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 2019 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 2019 SERIES

SECTION 1. The Bonds of the 2019 Series, in the manner provided in *Article 5* of the Original Indenture, shall be redeemable at any time on or after November 1, 1994, and 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 any applicable premium as specified under the heading "Redemption Premium" in the form of Bond set forth in this Supplemental Indenture. The Bonds of the 2019 Series shall not be redeemable through the operation of any sinking fund.

SECTION 2. The provisions of § 5.03, § 5.04 and § 5.05 of the Original Indenture shall be applicable to Bonds of the 2019 Series. The principal amount of Bonds of the 2019 Series registered in the name of any holder and to be redeemed on any partial redemption shall be \$1,000, or a multiple thereof.

SECTION 3. The holder of each and every Bond of the 2019 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 this Article II.

ARTICLE III

SINKING AND IMPROVEMENT FUND FOR BONDS OF THE 2019 SERIES

There shall be no Sinking and Improvement Fund for the Bonds of the 2019 Series.

ARTICLE IV

DIVIDENDS AND SIMILAR DISTRIBUTIONS AND OTHER COVENANTS

The Company hereby covenants that, so long as any of the Bonds of the 2019 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.

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 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 2019 Series may be redeemed by the Company as provided in Article II of this Supplemental Indenture.

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 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.

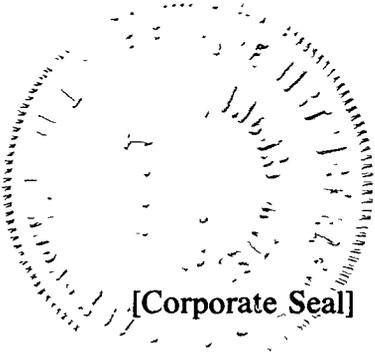
SECTION 3. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

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 Mercantile Bank of Joplin National Association, 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 *V.E. Brill*
Name: V.E. Brill
Title: Vice President-Finance

Attest:

G.C. Hunter

Name: G.C. Hunter
Title: Secretary

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

R.L. Costley

Name: R.L. Costley

G.A. Knapp

Name: G.A. Knapp

HARRIS TRUST AND SAVINGS BANK,
as Trustee

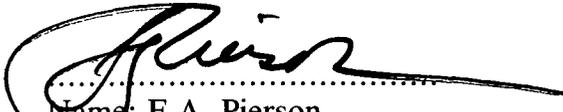
By 

Name: R.G. Mason
Title: Vice President



[Corporate Seal]

Attest:



Name: F.A. Pierson
Title: Assistant Secretary

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



.....
Name: D.G. Donovan



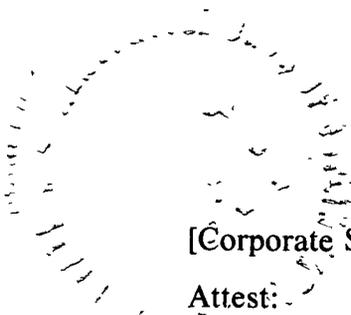
.....
Name: K.R. Richardson

MERCANTILE BANK OF JOPLIN
NATIONAL ASSOCIATION,
as Trustee

By *Douglas Hauser*

Name: Douglas Hauser

Title: Vice President



[Corporate Seal]

Attest:

Claude E. Jardon Jr

Name: Claude E. Jardon, Jr.

Title: Secretary

Signed, sealed and delivered by
MERCANTILE BANK OF JOPLIN
NATIONAL ASSOCIATION in
the presence of:

R.L. Costley

Name: R.L. Costley

G.A. Knapp

Name: G.A. Knapp

STATE OF MISSOURI }
COUNTY OF JASPER } SS.

BE IT REMEMBERED, and I do hereby certify, that on this 20th day of November, 1989, before me, a Notary Public in and for the County and State aforesaid, personally appeared V.E. Brill, the Vice President—Finance, of The Empire District Electric Company, a Kansas corporation and G.C. Hunter, the 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—Finance 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—Finance 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 V.E. Brill and G.C. Hunter, 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—Finance 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—Finance, 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 12, 1993.

[Notarial Seal]



Mildred L. Dickerson
Notary Public



MILDRED L. DICKERSON
NOTARY PUBLIC STATE OF MISSOURI
JASPER COUNTY
MY COMMISSION EXP FEB 12, 1993

STATE OF ILLINOIS }
COUNTY OF COOK } SS.:

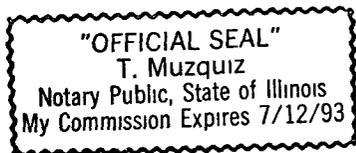
BE IT REMEMBERED, and I do hereby certify, that on the 17th day of November, 1989, before me, a Notary Public in and for the County and State aforesaid, personally appeared R.G. Mason, Vice President of Harris Trust and Savings Bank, an Illinois corporation and F.A. Pierson, Assistant Secretary of said 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 F.A. Pierson, being each duly sworn by me, severally deposed and said: that they reside at Libertyville, Illinois and Chicago, 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 July 12, 1993.

[Notarial Seal]



.....T. Muzquiz.....
T. Muzquiz
Notary Public
NOV 17 1989
COUNTY OF COOK
STATE OF ILLINOIS

STATE OF MISSOURI }
COUNTY OF JASPER } SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 20th day of November, 1989, before me, a Notary Public in and for the County and State aforesaid, personally appeared Douglas Hauser, Vice President of Mercantile Bank of Joplin National Association, a corporation organized under the laws of the United States of America, and Claude E. Jardon, Jr., 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 Mercantile Bank of Joplin National Association, 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 Douglas Hauser 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 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 seal at my office in said County and State the day and year last above written.

My commission expires August 16, 1991.

[Notarial Seal]

Karen A. Walter

Karen A. Walter
Notary Public

Karen A. Walter, Notary Public
State of Missouri, Jasper County
My Commission Expires Aug 16, 1991

