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3-165A014

RECORDATION NO. 16503-T FILED 1425

JUN 14 1993 10-55 AM

INTERSTATE COMMERCE COMMISSION

June 14, 1993

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 an executed plus two conformed copies of the document described below.

This document is the twentieth supplement to a mortgage, is a secondary document and is dated as of June 1, 1993.

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

MOTOR OPERATING UNIT
JUN 14 10 49 AM '93

Counterpart M Bright

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 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: Twentieth supplement, dated as of June 1, 1993, 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 $16.00 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) 701-3164.

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

Very truly yours,

Timothy P. Herlihy

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

BY HAND

Interstate Commerce Commission

Washington, D.C. 20423

6/14/93

OFFICE OF THE SECRETARY

Timothy P. Herlihy
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 6/14/93 at 10:55am, and assigned recordation number(s). 16503-T

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 16513-T FILED 1425

JUN 14 1993 10:55 AM

INTERSTATE COMMERCE COMMISSION

[Conformed]

THE EMPIRE DISTRICT ELECTRIC COMPANY

TO

HARRIS TRUST AND SAVINGS BANK

AND

MERCANTILE BANK OF JOPLIN NATIONAL ASSOCIATION

Trustees

Twentieth Supplemental Indenture

Dated as of June 1, 1993

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

$14,500,000

First Mortgage Bonds, 7¼% Series due 2028

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TWENTIETH SUPPLEMENTAL INDENTURE, dated as of June 1, 1993, 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 nineteen Supplemental Indentures supplemental to the Original Indenture as follows:

Title	Dated
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

Title	Dated
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
Sixteenth Supplemental Indenture.....	as of November 1, 1989
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Eighteenth Supplemental Indenture	as of July 1, 1992
Nineteenth Supplemental Indenture	as of May 1, 1993

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 desires by this Supplemental Indenture to reserve the right to amend the provisions of *Article 15* 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 June 1, 2028, and to be designated as "First Mortgage Bonds, 7¼% Series due 2028," 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 Twentieth Supplemental Indenture (herein sometimes referred to as "this Twentieth 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, 7¼% Series due 2028, 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
7¼% SERIES DUE 2028
DUE JUNE 1, 2028

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 June 1, 2028 (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 June 15, 1993, 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 June 1 and December 1 in each year, commencing on December 1, 1993, until the Company's obligation with respect to such principal sum shall be discharged. The principal of 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 June 1 or December 1 will, subject to certain exceptions provided in the Twentieth 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 May 15 or November 15 next preceding such June 1 or December 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 Twentieth Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970, September 15, 1983, and June 1, 1993) 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 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 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, 7¼% Series due 2028, 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 June 1, 1998, 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 June 1 in the appropriate year under the heading "Redemption Premium":

Year	Redemption Premium
1998	4.0%
1999	3.5
2000	3.0
2001	2.5
2002	2.0
2003	1.5
2004	1.0
2005	0.5

; and without premium if redeemed on or after June 1, 2006.

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 Com-

pany 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.

During the period beginning June 1, 1994 and ending May 31, 1995, and each succeeding twelve-month period ending May 31 of each year thereafter, the Company will be required to repurchase, upon the notice and in the manner and with the effect provided in the Twentieth Supplemental Indenture dated as of June 1, 1993, up to $25,000 in principal amount of the bonds per holder per year, upon the death of any holder, following receipt within two years following the death of such holder of a request therefor from such holder's personal representative or surviving joint tenant, tenant in common or tenant by the entirety. The Company will not be required to repurchase more than $217,500 in the aggregate in each such twelve-month period.

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 Twentieth Supplemental Indenture, dated as of June 1, 1993 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.

[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, 7¼% Series due 2028, 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 nineteen Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS TWENTIETH SUPPLEMENTAL INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar ($1.00) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, 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, 7¼% SERIES DUE 2028

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, 7¼% Series due 2028 (hereinafter sometimes called the "Bonds of the New Series" or "Bonds"). The Bonds of the New Series shall be limited to an aggregate principal amount of Fourteen Million Five Hundred Thousand Dollars ($14,500,000), excluding any Bonds of the New Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of the New 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 New Series shall mature June 1, 2028 and shall bear interest at the rate of 7¼% per annum, payable semi-annually on June 1 and December 1 in each year, commencing December 1, 1993; 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 May 15 or November 15, as the case may be, next preceding such interest payment date, whether or not such May 15 or November 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 Bonds of the New Series shall be issued as fully registered Bonds only, in denominations of $1,000 and multiples thereof.

The Bonds of the New 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 New Series.

SECTION 2. The Bonds of the New Series described in Section 1 of this Article, in the aggregate principal amount of Fourteen Million Five Hundred Thousand Dollars ($14,500,000), 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 New 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 NEW SERIES

SECTION 1. The Bonds of the New Series, in the manner provided in *Article 5* of the Original Indenture, shall be redeemable at any time on or after June 1, 1998, 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 New 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 New Series. The principal amount of Bonds of the New 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 New 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

NO SINKING AND IMPROVEMENT FUND FOR BONDS OF THE NEW SERIES

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

ARTICLE IV

REPURCHASE OF BONDS BY THE COMPANY

During the period beginning June 1, 1994 and ending May 31, 1995, and each succeeding twelve-month period ending May 31 of each year

thereafter, the Company will be required to repurchase up to $25,000 in principal amount of the Bonds of the New Series per holder per year, upon the death of such holder, following receipt within two years following the death of such holder of a request therefor from such holder's personal representative or surviving joint tenant, tenant in common or tenant by the entirety. The Company will not be required to repurchase more than $217,500 in the aggregate in each such twelve-month period.

A bond held in tenancy by the entirety, joint tenancy or by tenancy in common will be deemed to be held by a single holder and the death of a tenant by the entirety, joint tenant or tenant in common will be deemed the death of a holder. The death of a person who, during such person's lifetime, was entitled to substantially all of the beneficial interests of ownership of a bond will be deemed the death of the holder, regardless of the registered holder, if such beneficial interests can be established to the satisfaction of the Trustee. Such beneficial interests shall be deemed to exist in typical cases of street name or nominee ownership, ownership by custodian for the benefit of a minor under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act, community property or other joint ownership arrangements between a husband and wife (including individual retirement accounts or Keogh Plans maintained solely by or for the decedant or by or for the decedant and any spouse), and trust and certain other arrangements where one person has substantially all of the beneficial interests of ownership of the Bond during such person's lifetime. Beneficial interests shall include the power to sell, transfer or otherwise dispose of a Bond and the right to receive the proceeds therefrom as well as interest and principal payable with respect thereto.

Subject to the foregoing, Bonds of the New Series will be repurchased pursuant to this Article IV within sixty (60) days after presentment on behalf of a deceased holder. In the case of any Bonds of the New Series registered in the name of banks, trust companies or broker-dealers who are members of a national securities exchange or the National Association of Securities Dealers, Inc. ("Qualified Institutions"), the annual individual and aggregate limitations described above will apply to each deceased holder of the Bonds of the New Series held by any Qualified Institution. The Bonds of the New Series

presented for payment pursuant to this Article IV will be given priority in the order of their receipt.

Requests for repurchase in excess of $25,000 per deceased holder in a period may be honored by the Company in its sole discretion. If the Company honors such a request, the amount by which the repurchase exceeds the $25,000 limitation will not be included in the computation of the $217,500 aggregate limitation. Any repurchase requests not honored because of the $25,000 individual annual limitation will be carried over into succeeding periods and will be honored to the extent that the $217,500 aggregate limitation has not been reached at the end of any such succeeding period.

Any repurchase requests not honored because of the $217,500 aggregate limitation will be carried over into succeeding periods and will be given priority in the order received.

The Bonds of the New Series may be presented for repurchase by delivering to the Trustee (1) a written request for payment in form satisfactory to the Trustee, signed by the deceased holder's duly authorized representative, (2) the Bond(s) of the New Series to be repurchased and (3) evidence of death and evidence of authority satisfactory to the Trustee. A surviving joint tenant, tenant in common or a tenant by the entirety may make the request.

The price to be paid by the Company for all Bonds of the New Series presented to it for repurchase pursuant to this Article IV is 100% of the principal amount thereof plus accrued interest thereon, if any, to the date of repurchase.

In the case of Bonds of the New Series held by a Qualified Institution on behalf of a deceased holder, such Qualified Institution in its request for repurchase on behalf of a deceased holder will be required to submit evidence, satisfactory to the Trustee, that it holds Bonds subject to the request on behalf of such deceased holder and must certify the aggregate amount of repurchase requests made on behalf of such deceased holder. In addition, any requests for repurchase made by a Qualified Institution on behalf of a deceased holder will be required to be delivered to the Trustee by registered mail, return receipt requested.

The Company shall be required to repurchase Bonds of the New Series upon the death of the holder thereof as provided in the form of bond contained herein. Upon receipt of any request for such repurchase, the Trustee shall forward the materials so received to the Company within 10 days of such receipt. The Company shall thereafter provide the Trustee with either (a) funds to make the requested repurchase in whole or in part within the time provided pursuant to this Article IV together with, in the case of a repurchase to be made in part, a letter stating why such repurchase is being made in part and not in whole, or (b) a letter stating the reason why such repurchase will not be made.

In the case of any Bond of the New Series which is presented for repurchase in part only, upon such repurchase the Company shall execute and the Trustee shall authenticate and deliver to or on the order of the representative of such deceased holder without service charge, a Bond or Bonds of the New Series of any authorized denomination or denominations as requested, in aggregate principal amount equal to the unrepurchased portion of the principal of the Bonds of the New Series presented.

ARTICLE V

DIVIDENDS AND SIMILAR DISTRIBUTIONS AND OTHER COVENANTS

The Company hereby covenants that, so long as any of the Bonds of the New 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 VI

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 VII

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 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.

ARTICLE IX

MISCELLANEOUS PROVISIONS

SECTION 1. If the date for making any payment of principal or interest, 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 nór 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 and 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 /s/ V.E. Brill
.....
Name: V.E. Brill
Title: Vice President-Finance

[Corporate Seal]

Attest:

/s/ G.C. Hunter
.....
Name: G.C. Hunter
Title: Secretary-Treasurer

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

/s/ D.W. Gibson
.....
Name: D.W. Gibson

/s/ G.A. Knapp
.....
Name: G.A. Knapp

HARRIS TRUST AND SAVINGS BANK,
as Trustee,

By /s/ J. Bartolini
Name: J. Bartolini
Title: Vice President

[Corporate Seal]

Attest:

/s/ F.A. Pierson
Name: F.A. Pierson
Title: Assistant Secretary

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

/s/ M. Onischak
Name: M. Onischak

/s/ R. Johnson
Name: R. Johnson

MERCANTILE BANK OF JOPLIN
NATIONAL ASSOCIATION,
as Trustee,

By /s/ Douglas Hauser
.....
Name: Douglas Hauser
Title: Vice President

[Corporate Seal]

Attest:

/s/ C. E. Jardon
.....
Name: C. E. Jardon
Title: Secretary

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

/s/ D.W. Gibson
.....
Name: D.W. Gibson

/s/ 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 10th day of June, 1993, 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—Treasurer 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—Treasurer, 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—Treasurer, 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 and Webb City, Missouri, respectively; that they were at that time Vice President—Finance and Secretary-Treasurer, 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—Treasurer, 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 3, 1994.

[Notary Seal]

/s/ Linda S. Johnson
.....
Linda S. Johnson
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK } SS.:

BE IT REMEMBERED, and I do hereby certify, that on the 8th day of June, 1993 before me, a Notary Public in and for the County and State aforesaid, personally appeared J. Bartolini, 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 J. Bartolini and F.A. Pierson, being each duly sworn by me, severally deposed and said: that they reside in Chicago, Illinois, 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.

[Notary Seal]

/s/ T. Muzquiz
.....
T. Muzquiz
Notary Public

STATE OF MISSOURI
COUNTY OF JASPER } SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 10th day of June, 1993, 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 C. E. Jardon, 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 C. E. Jardon, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri, that they were at the 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 March 10, 1997.

[Notary Seal]

/s/ Andrena W. Roark
Andrena W. Roark
Notary Public