

CAHILL GORDON & REINDEL

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NEW YORK, N.Y. 10005

16503-W
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INTERSTATE COMMERCE COMMISSION

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WRITER'S DIRECT NUMBER

December 16, 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 twenty-third supplement to a mortgage, is a secondary document and is dated as of November 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

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SECRETARY
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LICENSING BRANCH
212) 701-3738

County of Barton Burwood

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: Twenty-third supplement, dated as of November 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 \$18.00 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) 701-3738.

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

Very truly yours,



Martha L. Wood

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

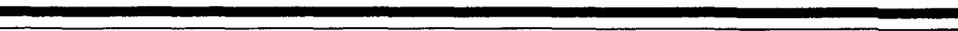
[Enclosures]

BY HAND

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INTERSTATE COMMERCE COMMISSION



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



Twenty-Third Supplemental Indenture
Dated as of November 1, 1993



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



\$5,200,000

First Mortgage Bonds,
5.20% Pollution Control Series due 2013
(Riverton Project)



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TWENTY-THIRD SUPPLEMENTAL INDENTURE, dated as of November 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 twenty-one Supplemental Indentures supplemental to the Original Indenture as follows:

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

<u>Title</u>	<u>Dated</u>
Twelfth Supplemental Indenture	as of December 1, 1978
Thirteenth Supplemental Indenture	as of November 1, 1979
Fourteenth Supplemental Indenture	as of September 15, 1983
Fifteenth Supplemental Indenture	as of October 1, 1988
Sixteenth Supplemental Indenture	as of November 1, 1989
Seventeenth Supplemental Indenture	as of December 1, 1990
Eighteenth Supplemental Indenture	as of July 1, 1992
Nineteenth Supplemental Indenture	as of May 1, 1993
Twentieth Supplemental Indenture	as of June 1, 1993
Twenty-First Supplemental Indenture ...	as of October 1, 1993

and is contemporaneously with the execution and delivery hereof entering into a Twenty-Second Supplemental Indenture, to be dated as of November 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 V 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 VI 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, 2013, and to be designated as "First Mortgage Bonds, 5.20% Pollution Control Series due 2013 (Riverton Project)," 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 Twenty-Third Supplemental Indenture (herein sometimes referred to as "this Twenty-Third Supplemental Indenture" or "this Supplemental Indenture") creating and designating the new series of bonds, and specifying the form and provisions of the bonds of said series provided or permitted by the Original Indenture; and

WHEREAS the Company is entering into this Supplemental Indenture and issuing the First Mortgage Bonds, 5.20% Pollution Control Series due 2013 (Riverton Project) for the purpose of (1) inducing the City of Baxter Springs, Kansas, to enter into a First Supplemental Equipment Lease Agreement dated as of November 1, 1993 (the "Supplemental Lease Agreement") amending and supplementing the Equipment Lease Agreement, dated as of July 1, 1976 (such Agreement as amended and supplemented by the Supplemental Lease Agreement, hereinafter the "Equipment Lease Agreement"), from the Company to the City, and a First Supplemental Equipment Sublease Agreement dated November 1, 1993 (the "Supplemental Sublease Agreement") amending and supplementing the Equipment Sublease Agreement, dated as of July 1, 1976, from the City to the Company (such Agreement as amended and supplemented by the Supplemental Sublease Agreement, hereinafter the "Equipment Sublease Agreement"), (2) inducing the City of Baxter Springs, Kansas, to issue \$5,200,000 aggregate principal amount of its 5.20% Pollution Control Revenue Refunding Bonds, 1993 Series (The Empire District Electric Company Project) (the "Revenue Bonds") pursuant to the Bond Ordinance adopted by the City's City Council on July 22, 1976 (the "Original Ordinance") as amended and supplemented by a Bond Ordinance adopted by the City Council of the City on November 23, 1993 (the Original Ordinance as so amended and supplemented the "Revenue Bond Ordinance") and to use the proceeds from the sale of such Revenue Bonds as provided in such Revenue Bond Ordinance and Equipment Lease Agreement, thereby providing funds to effect the redemption of the outstanding 6 $\frac{1}{8}$ % Pollution Control Revenue Bonds, 1976 Series (The Empire District Electric Company Riverton Plant Project) which were issued under the Original Ordinance to provide funds for the acquisition, construction and installation of certain pollution control facilities by the Company, and (3) securing payments of subrentals under the Equipment Sublease Agreement, and thus, in effect, securing repayment of such Revenue Bonds; and

WHEREAS the texts of the First Mortgage Bonds, 5.20% Pollution Control Series due 2013 (Riverton Project), and of the Principal Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the forms following, respectively:

[FORM OF BOND]
 THE EMPIRE DISTRICT ELECTRIC COMPANY
 FIRST MORTGAGE BOND
 5.20% POLLUTION CONTROL SERIES
 DUE 2013 (RIVERTON PROJECT)

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, 2013 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), _____ Dollars (\$ _____) at its office or agency in the City of Chicago, Illinois, and to pay interest thereon at said office or agency at the rate per annum specified in the title hereof from December 17, 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 May 1 and November 1 in each year, commencing on May 1, 1994, 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 obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of this series shall be satisfied and discharged (1) to the extent that the City of Baxter Springs, Kansas, Pollution Control Revenue Refunding Bonds, 1993 Series (The Empire District Electric Company Project) (hereinafter referred to as the "Revenue Bonds") issued pursuant to the Bond Ordinance adopted by the City Council of said City on July 22, 1976 (the "Original Ordinance"), as amended and supplemented by a Bond Ordinance adopted by the City Council of said City on November 23, 1993 (the "Supplemental Revenue Bond Ordinance") the Original Ordinance as so amended and supplemented by the Supplemental Revenue Bond Ordinance, hereinafter the "Revenue Bond Ordinance," (other than Revenue Bonds which have been redeemed or called for redemption, or surrendered in lieu of, in substitution for or in exchange for other Revenue Bonds or surrendered upon registration of transfer of Revenue Bonds) are delivered to, or have been acquired by, the Trustee under the Revenue Bond Ordinance (the "Revenue

Bond Trustee”) and are cancelled pursuant to the Revenue Bond Ordinance, (2) to the extent that at the time any payment of principal of or premium, if any, or interest on Revenue Bonds becomes due, either at or before maturity, there shall be in the Sinking Fund established pursuant to the Revenue Bond Ordinance sufficient cash (whether received by the Revenue Bond Trustee under the Equipment Sublease Agreement, dated as of July 1, 1976 (the “Original Sublease”) as amended and supplemented by a First Supplemental Sublease Agreement dated November 1, 1993 (the “Supplemental Sublease”), the Original Sublease as amended and supplemented by the Supplemental Sublease, hereinafter the “Sublease,” between the City of Baxter Springs, Kansas, and the Company, or otherwise) available to pay the principal of and premium, if any, and interest on the Revenue Bonds then due, and (3) at such time as pursuant to the provisions of Article XIII of the Revenue Bond Ordinance, the principal of and premium, if any, and interest on the Revenue Bonds has been paid or the Revenue Bond Trustee shall hold monies or Investment Obligations (meeting the requirements of such Article XIII) sufficient to pay the principal of and premium, if any, and interest on the Revenue Bonds as and to the extent in such Article XIII provided, and provision for paying all other sums required by such Article XIII shall have been made.

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 Twenty-Third Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970, September 15, 1983 and November 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 mort-

gaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture, including the provisions permitting the issuance of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by, and as provided in, the Indenture, the rights and obligations of the Company and of the holders of said bonds may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture, or in the event that one or more but less than all of the series of bonds then outstanding are affected by such change or modification, by the holders of 75% in aggregate principal amount of the outstanding bonds of such one or more series so affected. The Company has reserved the right to amend the Indenture without any consent or other action by the holders of any series of bonds created after July 1, 1977, including the bonds of this series, to provide that the rights and obligations of the Company and of the holders of the bonds may be changed or modified with the consent of the holders of 60% in aggregate principal amount of the bonds then outstanding or, in the event that one or more but less than all of the series of bonds then outstanding under the Indenture are affected by such change or modification, by the holders of 60% in aggregate principal amount of the outstanding bonds of such one or more series so affected. Without the consent of the holder hereof no change or modification of the rights and obligations of the Company and of the holders of the bonds shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or will otherwise modify the terms of payment of such principal or interest (other than changes in any sinking or other fund) or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of 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, 5.20% Pollution Control Series due 2013 (Riverton Project), of the Company.

The bonds of this series are subject to redemption in the manner provided in the Indenture, in whole, by payment of 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption, upon receipt by the Trustees of a written demand from the Revenue Bond Trustee stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Bond Ordinance has been declared immediately due and payable pursuant to Section 803 of the Revenue Bond Ordinance. As provided in the Indenture, the date fixed for such redemption shall not be more than 180 days after receipt by the Trustees of the aforesaid written demand and shall be specified in a notice of redemption to be mailed to the Revenue Bond Trustee not more than 10 nor less than 5 days prior to the date so fixed for such redemption. As in the Indenture provided, such notice of redemption shall be rescinded and become null and void for all purposes under the Indenture upon rescission of the aforesaid written demand under the Revenue Bond Ordinance, and thereupon no redemption of the bonds of this series and no payments in respect thereof as specified in such notice of redemption shall be effected or required.

In the manner provided in the Indenture, the bonds of this series are also subject to redemption, not earlier than November 1, 2000, in whole at any time or in part from time to time, upon receipt by the Trustees of a written demand from the Revenue Bond Trustee specifying a principal amount of Revenue Bonds which have been called for redemption pursuant to the second paragraph of Section 301 of the Supplemental Revenue Bond Ordinance. As provided in the Indenture, bonds of this series equal in principal amount to the principal amount of such Revenue Bonds to be redeemed will be redeemed on the date fixed for redemption of the Revenue Bonds at 100% of the principal amount of such bonds of this series and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the 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>
2000.....	2.00%
2001.....	1.00

and without premium if redeemed on or after November 1, 2002. In addition, bonds of this series are subject to redemption at 100% of the principal amount thereof and accrued interest to the date fixed for

redemption, but without premium, in whole upon receipt of a written demand from the Revenue Bond Trustee stating that the Revenue Bonds are to be redeemed pursuant to the first paragraph of Section 301 of the Supplemental Revenue Bond Ordinance. As provided in the Indenture, any notice of redemption pursuant to Section 301 of the Supplemental Revenue Bond Ordinance shall be deemed to have been rescinded and shall become null and void for all purposes under the Indenture, and thereupon no redemption of the bonds of this series and no payments in respect thereof as specified in such notice of redemption shall be effected or required, in the event that any contingency placed upon such redemption of such bonds pursuant to Section 305 of the Supplemental Revenue Bond Ordinance shall not have been fulfilled or waived by the Issuer at the direction of the Company.

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. If any redemption of the Revenue Bonds is subject to any contingency as provided in Section 305 of the Revenue Bond Ordinance, and such contingency is not satisfied or waived by the Issuer at the direction of the Company, then the failure to redeem this Bond shall not constitute an "event of default" under the Indenture and any notice to redeem this Bond in whole or in part given to the Trustees by the Revenue Bond Trustee to the Trustees with respect to the redemption of this Bond shall be rescinded and shall become null and void for all purposes.

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

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new bond of this series, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company will pay interest on this bond only to or upon the order of the holder registered on the Company's books at the date interest is payable on this bond according to the terms hereof. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered

as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes. This bond, alone or with other bonds of this series, may in like manner be exchanged at such office or agency for one or more new bonds of this series in authorized denominations, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer or exchange the Company may require the payment of any stamp or other tax or governmental charge incident thereto.

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

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor, as a Trustee under the Indenture referred to herein.

IN WITNESS WHEREOF. The Empire District Electric Company has caused this bond to be signed in its name by the facsimile signature of its President or a Vice President, and its corporate seal to be imprinted hereon and attested by the facsimile signature of its Secretary or an Assistant Secretary.

Dated:

THE EMPIRE DISTRICT ELECTRIC
COMPANY,

By
President

Attest:

.....
Secretary

[FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

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

HARRIS TRUST AND SAVINGS BANK,
As Trustee,

By
Authorized Officer

and

WHEREAS the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 5.20% Pollution Control Series due 2013 (Riverton Project), 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 twenty-two Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS TWENTY-THIRD SUPPLEMENTAL INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dol-

lar (\$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 issued or to be issued under the Indenture, as follows:

ARTICLE I

CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS, 5.20% POLLUTION CONTROL SERIES DUE 2013 (RIVERTON PROJECT)

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, 5.20% Pollution Control Series due 2013 (Riverton Project) (herein 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 Five Million Two Hundred Thousand Dollars (\$5,200,000), 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 November 1, 2013 and shall bear interest at the rate of 5.20% per annum, payable semi-annually on May 1 and November 1 in each year, commencing May 1, 1994; 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. Interest on Bonds of the New Series shall be paid to or upon the order of the holder of said Bonds registered on the Company's books on the date interest is payable.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on Bonds of the New Series shall be satisfied and discharged (1) to the extent that the Revenue Bonds (other than Revenue Bonds which have been redeemed or called for redemption, or which have been surrendered in lieu of, in substitution for or in exchange for other Revenue Bonds or surrendered upon registration of transfer of Revenue Bonds) are deliv-

ered to, or have been acquired by, the Trustee under the Revenue Bond Ordinance (the "Revenue Bond Trustee") and are cancelled pursuant to the Revenue Bond Ordinance, and (2) to the extent that at the time any payment of principal of or premium, if any, or interest on the Revenue Bonds becomes due, either at or before maturity, there shall be in the Sinking Fund established pursuant to the Revenue Bond Ordinance sufficient cash (whether received by the Revenue Bond Trustee under the Sublease or otherwise) available to pay the principal of and premium, if any, and interest on the Revenue Bonds then due. In the case of clause (1), a principal amount of the Bonds of the New Series equal to the principal amount of the Revenue Bonds cancelled pursuant to the Revenue Bond Ordinance shall be deemed to be satisfied and discharged, and in the case of clause (2), a principal amount of and premium, if any, and interest on Bonds of the New Series corresponding to the principal of and premium, if any, and interest on the Revenue Bonds for which cash is so available shall be deemed to be satisfied and discharged. The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on the Bonds of the New Series shall also be satisfied and discharged at such time as pursuant to the provisions of Article XIII of the Revenue Bond Ordinance, the principal of and premium, if any, and interest on the Revenue Bonds has been paid or the Revenue Bond Trustee shall hold monies or Investment Obligations (meeting the requirements of such Article XIII) sufficient to pay the principal of and premium, if any, and interest on the Revenue Bonds as and to the extent in such Article XIII provided, and provision for paying all other sums required by such Article XIII shall have been made. In this case, the entire principal amount of the Bonds of the New Series then outstanding shall be deemed to be satisfied and discharged. Neither the invalidity or unenforceability, in whole or in part, of the Sublease or any provision thereof (whether by reason of bankruptcy or otherwise) shall impair or limit the obligation of the Company to pay the principal of and premium, if any, and interest on the Bonds of the New Series when and as they become due and payable. The Trustees may conclusively presume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on Bonds of the New Series shall have been fully satisfied and discharged unless and until the Trustees shall have received a written notice from the Revenue Bond Trustee stating (i) that timely payment of the principal of or premium, if any, or interest on the Revenue Bonds has not been made, (ii) that there are not sufficient available funds in such

Sinking Fund to make such payment and (iii) the amount of funds required to make such payment.

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

The Bonds of the 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.

Except as required to effect an assignment of its interest under the Revenue Bond Indenture to a successor Revenue Bond Trustee, anything in the form of the Bonds of the New Series or the Indenture notwithstanding, any Bonds of the New Series held by the Revenue Bond Trustee in its capacity as such may not be sold, assigned or transferred and, at the option of the Company, shall bear the following legend:

ANYTHING IN THIS BOND TO THE CONTRARY, NOTWITHSTANDING, THIS BOND MAY NOT BE SOLD, ASSIGNED OR TRANSFERRED, EXCEPT AS REQUIRED TO EFFECT AN ASSIGNMENT TO A SUCCESSOR TRUSTEE PURSUANT TO THE BOND ORDINANCE DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAXTER SPRINGS, KANSAS ON JULY 22, 1976, AS AMENDED BY A BOND ORDINANCE DULY ADOPTED BY THE CITY COUNCIL OF THE CITY ON NOVEMBER 23, 1993, AS PROVIDED IN SECTION 918 OF SAID ORDINANCE.

SECTION 2. The Bonds of the New Series described in Section 1 of this Article, in the aggregate principal amount of Five Million Two Hundred Thousand Dollars (\$5,200,000), shall be executed by the

Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II

REDEMPTION OF BONDS OF THE NEW SERIES

SECTION 1. Bonds of the New Series shall be redeemable in whole upon receipt by the Trustees of a written demand for the redemption of the Bonds of the New Series (hereinafter called "Redemption Demand") from the Revenue Bond Trustee, stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Bond Indenture has been declared immediately due and payable pursuant to the provisions of Section 803 of the Revenue Bond Ordinance, specifying the date from which unpaid interest on the Revenue Bonds has then accrued and stating that such declaration of maturity has not been rescinded. The Trustees shall within 10 days of receiving the Redemption Demand mail a copy thereof to the Company stamped or otherwise marked to indicate the date of receipt by the Trustees. The Company shall fix a redemption date for the redemption so demanded (herein called the "Demand Redemption") and shall mail to the Trustees notice of such date at least 30 days prior thereto. The date fixed for Demand Redemption may be any day not more than 180 days after receipt by the Trustees of the Redemption Demand. If the Trustees do not receive such notice from the Company within 150 days after receipt by the Trustees of the Redemption Demand, the date for Demand Redemption shall be deemed fixed at the 180th day after such receipt. The Trustees shall mail notice of the date fixed for Demand Redemption (hereinafter called the "Demand Redemption Notice") to the Revenue Bond Trustee not more than 10 nor less than 5 days prior to the date fixed for Demand Redemption, *provided, however*, that the Trustees shall mail no Demand Redemption Notice (and no Demand Redemption shall be made) if prior to the mailing of the Demand Redemption Notice the Trustees shall have received written notice of rescission of the Redemption Demand from the Revenue Bond Trustee. Demand Redemption of the Bonds of the New Series shall be at 100% of the principal amount thereof and accrued interest thereon to the date fixed for redemption, but without any premium

and such amount shall become and be due and payable, subject to the second paragraph of Section 1 of Article I of this Supplemental Indenture, on the date fixed for Demand Redemption as above provided. Anything in this paragraph contained to the contrary notwithstanding, if, after mailing of the Demand Redemption Notice and prior to the date fixed for Demand Redemption, the Trustees shall have received a written notice from the Revenue Bond Trustee that the Redemption Demand has been rescinded or that the declaration of maturity of the Revenue Bonds has been rescinded, the Demand Redemption Notice shall thereupon, without further act of the Trustees or the Company, be rescinded and become null and void for all purposes hereunder and no redemption of the Bonds of the New Series and no payments in respect thereof as specified in such Demand Redemption Notice shall be effected or required.

SECTION 2. Bonds of the New Series shall also be redeemable, not earlier than November 1, 2000, in whole at any time or in part from time to time (hereinafter called "Regular Redemption") upon receipt by the Trustees of a written demand (hereinafter referred to as the "Regular Redemption Demand") from the Revenue Bond Trustee stating: (1) the principal amount of Revenue Bonds to be redeemed pursuant to the second paragraph of Section 301 of the Supplemental Revenue Bond Ordinance, (2) the date of such redemption and that notice thereof has been given as required by the Revenue Bond Indenture, (3) that the Trustees shall call for redemption on the stated date fixed for redemption of the Revenue Bonds a principal amount of Bonds of the New Series equal to the principal amount of Revenue Bonds to be redeemed and (4) that the Revenue Bond Trustee, as holder of all Bonds of the New Series then outstanding, waives notice of such redemption. The Trustees may conclusively presume the statements contained in the Regular Redemption Demand to be correct. Regular Redemption of the Bonds of the New Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of the bond hereinbefore set forth, and such amount shall become and be due and payable, subject to the second paragraph of Section 1 of Article I of this Supplemental Indenture, on the date fixed for such Regular Redemption, which shall be the date specified pursuant to clause (2) of the Regular Redemption Demand as above provided.

Anything in this paragraph to the contrary notwithstanding, if any such Regular Redemption is made by the Issuer subject to any contingency and such contingency is not satisfied or waived by the Issuer at the direction of the Company on or before the Redemption Date, the Regular Redemption Demand shall be deemed rescinded and become null and void.

SECTION 3. Bonds of the New Series shall also be redeemable in whole at any time (hereinafter called "Special Optional Redemption"), upon receipt by the Trustees of a written demand (hereinafter referred to as the "Special Optional Redemption Demand") from the Revenue Bond Trustee stating: (1) the principal amount of Revenue Bonds to be redeemed pursuant to the first paragraph of Section 301 of the Supplemental Revenue Bond Ordinance, (2) the date of such redemption and that notice thereof has been given as required by the Revenue Bond Ordinance, (3) that the Trustees shall call for redemption on the stated date fixed for redemption of the Revenue Bonds, a principal amount of the Bonds of the New Series equal to the principal amount of Revenue Bonds to be redeemed and (4) that the Revenue Bond Trustee, as holder of all Bonds of the New Series then outstanding, waives notice of such redemption. The Trustees may conclusively presume the statements contained in the Special Optional Redemption Demand to be correct. Special Optional Redemption of the Bonds of the New Series shall be at 100% of the principal amount thereof and accrued interest thereon to the date fixed for redemption, but without premium, and such amount shall become and be due and payable, subject to the second paragraph of Section 1 of Article I of this Supplemental Indenture, on the date fixed for such Special Optional Redemption, which shall be the date specified pursuant to clause (2) of the Special Optional Redemption Demand as above provided.

Anything in this paragraph to the contrary notwithstanding, if any such Special Optional Redemption is made by the Issuer subject to any contingency and such contingency is not satisfied or waived by the Issuer at the direction of the Company on or before the Redemption Date, the Special Optional Redemption Demand shall be deemed rescinded and become null and void.

SECTION 4. The provisions of §5.03, §5.04 and §5.05 of the Original Indenture shall be applicable to redemptions of New Bonds pursuant to the provisions of Section 1, 2 or 3 of this Article II; *provided, however*, that, with respect to any redemption of New Bonds pursuant to such Section 1, 2 or 3, an election to redeem shall be made in the

manner provided in such Section 1, 2 or 3, respectively, and notice of redemption shall be given or waived as provided in such Section 1, 2 or 3, respectively. The principal amount of Bonds of the New Series registered in the name of any holder to be redeemed on any partial redemption shall be \$1,000 or a multiple thereof.

SECTION 5. 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 Article II hereof.

SECTION 6. There shall be no Sinking and Improvement Fund for the Bonds of the New Series.

ARTICLE III

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 IV

THE TRUSTEES

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

ARTICLE V

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

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

ARTICLE VI

RESERVATION BY COMPANY OF RIGHT TO AMEND SECTION 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 New Series may be redeemed by the Company as provided in Article II of this Supplemental Indenture.

ARTICLE VII

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

SECTION 4. 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 5. 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

By V.E. Brill
Name: V.E. Brill
Title: Vice President-Finance

[Corporate Seal]

Attest:

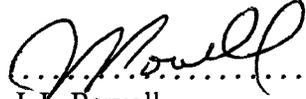
G.C. Hunter
Name: G.C. Hunter
Title: Secretary-Treasurer

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

D.W. Gibson
Name: D.W. Gibson

G.A. Knapp
Name: G.A. Knapp

HARRIS TRUST AND SAVINGS BANK,
as Trustee,

By 
.....
Name: J.J. Powell
Title: Vice President

[Corporate Seal]

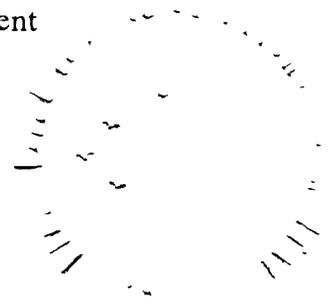
Attest:


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

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


.....
Name: J. Bartolini


.....
Name: R. Johnson



MERCANTILE BANK OF JOPLIN NATIONAL
ASSOCIATION

as Trustee,

By *Douglas Hauser*

Name: Douglas Hauser

Title: Vice President

[Corporate Seal]

Attest:

C. E. Jardon

Name: C.E. Jardon

Title: Secretary

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

D.W. Gibson

Name: D.W. Gibson

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 13th day of December, 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 notary seal at my office in said County and State the day and year last above written.

My commission expires February 3, 1994

[Notary Seal]



Linda S. Johnson
Linda S. Johnson
Notary Public

LINDA S JOHNSON
NOTARY PUBLIC STATE OF MISSOURI
JASPER COUNTY
MY COMMISSION EXP FEB 3,1994

STATE OF ILLINOIS }
COUNTY OF COOK } SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 9th day of December, 1993, before me, a Notary Public in and for the County and State aforesaid, personally appeared J.J. Powell, 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.J. Powell 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 notary seal at my office in said County and State the day and year last above written.

My commission expires July 12, 1997

[Notary Seal]



.....
T. Muzquiz
T. Muzquiz
Notary Public



STATE OF MISSOURI }
COUNTY OF JASPER } SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 13th day of December, 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 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 and notary seal at my office in said County and State the day and year last above written.

My commission expires March 10, 1997

[Notary Seal]

Andrena W. Roark

Andrena W. Roark
Notary Public

**Andrena W. Roark, Notary Public
State of Missouri, Newton County
My Commission Expires March 10, 1997**

