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0100145020

RECORDATION NO. 16503-X FILED 1425

MAR 17 1994 - 10 25 PM

INTERSTATE COMMERCE COMMISSION

March 16, 1994

RECEIVED
OFFICE OF THE
SECRETARY
FEB 17 10 17 AM '94
LENDENSING BRANCH

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-fourth supplement to a mortgage, is a secondary document and is dated as of March 1, 1994.

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

The names and addresses of the parties are as follows:

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

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

Coventryman
Mike Dwyer

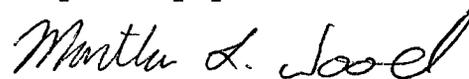
Included in the property covered by this document are railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified 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-fourth supplement, dated as of March 1, 1994, 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

Interstate Commerce Commission
Washington, D.C. 20423

3/17/94

OFFICE OF THE SECRETARY

Mrtha L Wood

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 3/17/94 at 10:25am , and assigned
recordation number(s). 16503-X

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 16503-2 FILED 1425

MAR 17 1994 - 10 25 PM

INTERSTATE COMMERCE COMMISSION

[Conformed]

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

Twenty-Fourth Supplemental Indenture
Dated as of March 1, 1994

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

**For the Purpose of Amending Section 4.10 and Article 15
of Indenture Dated as of September 1, 1944**

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

TWENTY-FOURTH SUPPLEMENTAL INDENTURE, dated as of March 1, 1994, 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-three Supplemental Indentures supplemental to the Original Indenture as follows:

<u>Title</u>	<u>Dated</u>
First Supplemental Indenture	as of June 1, 1946
Second Supplemental Indenture	as of January 1, 1948
Third Supplemental Indenture	as of December 1, 1950
Fourth Supplemental Indenture	as of December 1, 1954
Fifth Supplemental Indenture	as of June 1, 1957
Sixth Supplemental Indenture	as of February 1, 1968
Seventh Supplemental Indenture	as of April 1, 1969
Eighth Supplemental Indenture	as of May 1, 1970
Ninth Supplemental Indenture	as of July 1, 1976
Tenth Supplemental Indenture	as of November 1, 1977
Eleventh Supplemental Indenture	as of August 1, 1978
Twelfth Supplemental Indenture	as of December 1, 1978
Thirteenth Supplemental Indenture	as of November 1, 1979
Fourteenth Supplemental Indenture	as of September 15, 1983
Fifteenth Supplemental Indenture	as of October 1, 1988

<u>Title</u>	<u>Dated</u>
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
Twenty-Second Supplemental Indenture	as of November 1, 1993
Twenty-Third Supplemental Indenture	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, none of the Bonds issued under the First through Thirteenth or the Fifteenth Supplemental Indentures are outstanding as of the date hereof; and

WHEREAS the Company reserved the right in the Sixteenth, Seventeenth, Eighteenth, Nineteenth, Twentieth, Twenty-First, Twenty-Second and Twenty-Third Supplemental Indentures, under which the First Mortgage Bonds of the 9% Series due 2019, the 9¾% Series due 2020, the 7½% Series due 2002, the 5.70% Series due 1998, the 7¼% Series due 2028, the 7% Series due 2023, the 5.30% Pollution Control Series due 2013 and the 5.20% Pollution Control Series due 2013 were issued and under which series Bonds are currently outstanding, to amend the Original Indenture to eliminate or change the Maintenance and Replacement Fund and any other provisions and requirements of *Section 4.10* of the Original Indenture without obtaining the consent of holders of any Bonds of a series created after November 1, 1978, which includes the Bonds of each such series; and

WHEREAS, the Company reserved the right in the Sixteenth, Seventeenth, Eighteenth, Nineteenth, Twentieth, Twenty-First, Twenty-Second and Twenty-Third Supplemental Indentures, under which the First Mortgage Bonds of the 9% Series due 2019, the 9¾% Series due 2020, the 7½% Series due 2002, the 5.70% Series due 1998, the 7¼% Series due 2028, the 7% Series due 2023, the 5.30% Pollution Control Series due 2013 and the 5.20% Pollution Control Series due 2013 were issued and under which series Bonds are currently outstanding, to amend the Original Indenture to substitute "sixty per centum (60%)" for "seventy-five per

centum (75%)” wherever it appears in *Article 15* of the Original Indenture without obtaining the consent of holders of any Bonds of a series created after July 1, 1977, which includes the Bonds of each such series; and

WHEREAS the modifications set forth in *Section 1* and *Section 2* of *Article 1* hereof were duly approved by the Company as evidenced by a certified resolution of the Board of Directors filed with the Principal Trustee; and

WHEREAS *Sections 14 01* and *14 02* of the Original Indenture provide that the Company and the Trustees may enter into indentures supplemental to the Original Indenture, which thereafter shall form a part thereof, and that such supplemental indenture, which shall set forth any modifications or alterations of the Indenture, may be executed by the Trustees and the Company; and

WHEREAS the Company and the Trustees desire to execute this Supplemental Indenture embodying the modifications of the Indenture made and approved as aforesaid; and

WHEREAS the Company represents that all acts and things necessary have happened, been done, and been performed, to make this Supplemental Indenture a valid and binding instrument, in accordance with its terms,

NOW, THEREFOR, THIS TWENTY-FOURTH SUPPLEMENTAL INDENTURE WITNESSETH That, in consideration of the premises and of One Dollar (\$1.00) to the Company duly paid by the Trustees at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, the Company and the Trustees hereby agree as follows:

ARTICLE I

MODIFICATION OF ORIGINAL INDENTURE

SECTION 1. The Original Indenture is hereby amended so as to eliminate therefrom the provisions of *Section 4.10* thereof providing for a “Maintenance and Replacement Fund” so that on and after the date hereof the Company shall have no obligation under any of the provisions of said *Section 4 10*, including the making of any payments provided for thereunder, the filing of any certificate contemplated thereby or the compliance with any other requirement thereof, and to provide that the Standard of Expenditure (as defined therein) for each calendar year commencing on or after January 1, 1993 shall be \$0.

SECTION 2. *Article 15* of the Original Indenture is hereby amended by substituting “sixty per centum (60%)” for “seventy-five per centum (75%)” in each place in which it appears in such *Article 15*.

ARTICLE II

THE TRUSTEES

The Trustees hereby assent to the amendments of the Indenture set forth in *Article I* hereof.

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 1. 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 2. Bonds authenticated and delivered after the date hereof in exchange or substitution for Bonds of a series outstanding on the date hereof need not bear a notation of the amendments and modifications of the Indenture provided for herein.

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 or herself 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 /s/ V.E. Brill
V.E. Brill
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.J. Powell
Name: J.J. Powell
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/ J. Bartolini
Name: J. Bartolini

/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/ Twila G. Dickerson
Name: Twila G. Dickerson
Title: Assistant 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 9th day of March, 1994, 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, 1998.

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

[Notary Seal]

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 7th day of March, 1994, 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 notarial seal at my office in said County and State the day and year last above written.

My commission expires May 29, 1997.

/s/ Marianne Cody
Marianne Cody
Notary Public

[Notary Seal]

STATE OF MISSOURI)
)
COUNTY OF JASPER) SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 9th day of March, 1994, 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 TWILA G. DICKERSON, 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 Mercantile Bank of Joplin National Association, 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 DOUGLAS HAUSER and TWILA G. DICKERSON being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri and Miami, Oklahoma, respectively; that they were at that time respectively Vice President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

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

My commission expires March 10, 1997.

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

[Notary Seal]