

CAHILL GORDON & REINDEL

EIGHTY PINE STREET
NEW YORK, N.Y. 10005

0100422006

FLOYD ABRAMS
ROBERT A. ALESSI
ROGER ANDRUS
MICHAEL A. BECKER
SUSAN BUCKLEY
KEVIN J. BURKE
P. KEVIN CASTEL
JAMES J. CLARK
WALTER C. CLIFF, P.C.
BENJAMIN J. COHEN
MARSHALL COX
THOMAS F. CURNIN
W. LESLIE DUFFY
PATRICIA FARREN
JOAN MURTAGH FRANKEL
BART FRIEDMAN
CIRO A. GAMBONI
WILLIAM B. GANNETT
CHARLES A. GILMAN
STEPHEN A. GREENE
ROBERT M. HALLMAN
WILLIAM M. HARTNETT
THOMAS R. JONES
ALLEN S. JOSLYN
THOMAS J. KAVALER
LAWRENCE A. KOBRIN
IMMANUEL KOHN
EDWARD P. KRUGMAN
WILLIAM T. LIFLAND
MICHAEL MACRIS

JONATHAN I. MARK
GERARD M. MEISTRELL
ROGER MELTZER
CLIFFORD L. MICHEL
JOHN P. MITCHELL
MATHIAS E. MONE
DONALD J. MULVIHILL
KENNETH W. ORCE
ROY L. REGOZIN
RICHARD L. REINHOLD
DEAN RINGEL
THORN ROSENTHAL
RICHARD J. SABELLA
JONATHAN A. SCHAFFZIN
H. RICHARD SCHUMACHER
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LAURENCE A. SILVERMAN
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GLENN J. WALDRIP, JR.
GARY W. WOLF
JOHN R. YOUNG
DANIEL J. ZUBKOFF

JOSEPH P. CONWAY
DAVID R. HYDE
DENIS MCINERNEY, P.C.
IRWIN SCHNEIDERMAN
RALPH O. WINGER
SENIOR COUNSEL

CORYDON B. DUNHAM
SAMUEL ESTREICHER
PHILIP A. HEIMOWITZ
JOHN J. STANTON, JR.
COUNSEL

FREDDY DRESSEN*
EUROPEAN COUNSEL

WASHINGTON, D.C. OFFICE
1990 K STREET, N.W.
WASHINGTON, D.C. 20006

EUROPEAN OFFICE
19 RUE FRANÇOIS 1^{ER}
75008 PARIS, FRANCE

TELEX / CABLE
MCI 232184 ATT 127068
CAGO UR COTTOFRANK NYK
FACSIMILE 212-269-5420

*ADMITTED FRANCE ONLY
TELEPHONE 212-701-3000
WRITER'S DIRECT NUMBER

TMS
RECORDATION NO. 16503-y
NOV - 3 1994 3:35 PM
INTERSTATE COMMERCE COMMISSION

November 2, 1994

RECORDATION NO. 16503-y
NOV - 3 1994 10 15 AM
INTERSTATE COMMERCE COMMISSION

NOV - 3 1994 10 15 AM
INTERSTATE COMMERCE COMMISSION

(212) 701-3186

Re: The Empire District Electric Company Documents for Recordation

Dear Secretary:

Enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code, please find an executed plus two conformed copies of the document described below.

This document is the twenty-fifth supplement to a mortgage, is a secondary document and is dated as of November 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, Joplin, Missouri

Michael A. Boyd

RECEIVED
OFFICE OF THE
SECRETARY
NOV 3 10 31 AM '94
LICENSING BRANCH

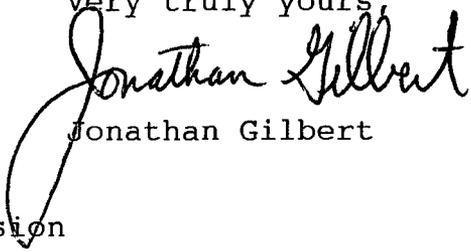
Included in the property covered by this document are railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified 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-fifth supplement, dated as of November 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, 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 \$21.00 is enclosed. Please return any documents not needed by the Commission for recordation to the undersigned. If you have any questions about this filing, please do not hesitate to call me at (212) 701-3186.

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

Very truly yours,



Jonathan Gilbert

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

November 3, 1994

JONATHAN GILBERT
CAHILL GORDON & REINDEL
80 PINE STREET
NEW YORK NY 10005

Dear MR. GILBERT:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/3/94 at 10:15AM, and assigned recordation number(s) 16503-Y

Sincerely yours,

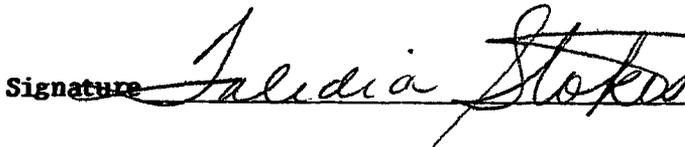


Vernon A. Williams
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



066

RECORDATION NO. 16503-Y FILED 1425

NOV - 3 1994 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

~~RECORDATION NO. 16503-Y FILED 1425~~

~~NOV - 3 1994 - 10 35 PM~~

~~INTERSTATE COMMERCE COMMISSION~~

**THE EMPIRE DISTRICT ELECTRIC COMPANY
TO
HARRIS TRUST AND SAVINGS BANK
AND
MERCANTILE BANK OF JOPLIN**

Trustees

Twenty-Fifth Supplemental Indenture

Dated as of November 1, 1994

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

\$20,000,000

First Mortgage Bonds, 8½% Series due 2009

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TWENTY-FIFTH SUPPLEMENTAL INDENTURE, dated as of November 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 (successor to The Joplin National Bank and Trust Company), a bank organized and existing under the laws of the State of Missouri 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-four 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
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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

<u>Title</u>	<u>Dated</u>
Twenty-Second Supplemental Indenture.....	as of November 1, 1993
Twenty-Third Supplemental Indenture.....	as of November 1, 1993
Twenty-Fourth Supplemental Indenture.....	as of March 1, 1994

some for the purpose of creating an additional series of bonds and of conveying additional property of the Company, and some for the purpose of modifying or amending provisions of the Original Indenture (the Original Indenture, all said Supplemental Indentures and this Supplemental Indenture are herein collectively called the "Indenture"); and

WHEREAS the Company has acquired certain additional property hereinafter described or mentioned and, in compliance with its covenants in the Original Indenture, desires, by this Twenty-Fifth Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Indenture; 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, 2009, and to be designated as "First Mortgage Bonds, 8½% Series due 2009," 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-Fifth Supplemental Indenture (herein sometimes referred to as "this Twenty-Fifth 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, 8½% Series due 2009, 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
8 1/8% SERIES DUE 2009
DUE NOVEMBER 1, 2009

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, 2009, Dollars (\$) at its office or agency in the City of Chicago, Illinois, and to pay interest thereon at said office or agency at the rate per annum specified in the title hereof from November 1, 1994, 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, 1995, 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 May 1 or November 1 will, subject to certain exceptions provided in the Twenty-Fifth Supplemental Indenture referred to on the reverse hereof, be paid to the person in whose name this bond is registered at the close of business on the April 15 or October 15 next preceding such May 1 or November 1.

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

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

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

Dated:

THE EMPIRE DISTRICT ELECTRIC
COMPANY,

By
President.

Attest:

.....
Secretary.

[FORM OF BOND]
[REVERSE]

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned may afford additional security for the bonds of any particular series) by a certain indenture of mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company (now Mercantile Bank of Joplin), 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, a Twenty-Fourth Supplemental Indenture and a Twenty-Fifth Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970, September 15, 1983, March 1, 1994 and November 1, 1994) 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 60% 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 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 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 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, 8½% Series due 2009, of the Company.

This bond is not redeemable prior to the maturity hereof.

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.

The holder of this bond may elect to require the Company to repurchase all or any portion (in integral multiples of \$1,000) of this bond on November 1, 2001 at a price of 100% of the principal amount hereof being repurchased plus accrued interest, if any, to such date by delivering to the principal trustee under the Indenture, Harris Trust and Savings Bank, at 111 West Monroe Street, Chicago, Illinois 60603, Attention: Corporate Trust Operations 311/11 (or to such other place of which the Company shall from time to time notify the holder of this bond), not earlier than September 1, 2001 and not later than 5:00 p.m., Chicago time, on October 1, 2001, this bond, together with the appropriately completed "Repurchase Notice" below. Upon the giving of such notice, this bond (or the portion hereof to be repurchased) may not be transferred by the holder of this bond.

Except as provided above, 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 Twenty-Fifth Supplemental Indenture 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.

REPURCHASE NOTICE

The undersigned hereby requests and irrevocably instructs the Company to repurchase the within bond (or the portion thereof to be repurchased as specified below) on November 1, 2001 pursuant to its terms at a price equal to the principal amount thereof being repurchased, together with accrued interest to November 1, 2001. Except as provided below, such purchase price, together with a new bond or bonds for any unrepurchased portion of the within bond, should be delivered to:

.....
.....

(Please print or Typewrite Name and Address of the Undersigned)

The within bond (or the portion thereof to be repurchased as specified below) may not be transferred after the delivery of the within bond for repurchase.

If less than the entire principal amount of the within bond is to be repurchased, indicate the principal amount (which must be \$1,000 or an integral multiple of \$1,000) to be repurchased:

\$

If (1) the principal amount of the within bond is at least \$1,000,000, (2) the holder thereof is electing to cause the Company to repurchase at least \$1,000,000 principal amount thereof and (3) the holder thereof desires to have the repurchase price transferred to such holder's account, provide the following information with respect to such account:

ABA No.

Name of Financial Institution:

Account No.: ...

Account Title:

Dated:

Notice: The signature to this Repurchase Notice must correspond with the name as written upon the face of the bond, in every particular, without alteration or enlargement, or any change whatsoever.

SIGNATURE GUARANTEE

By:

.....
Notice: Signature(s) should be guaranteed by a qualified Medallion member. (Title)

[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, 8½% Series due 2009, 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-four Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS TWENTY-FIFTH 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, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons attached thereto, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto Harris Trust and Savings Bank and Mercantile Bank of Joplin, as Trustees, and their respective successor or successors in the trust, and its or their assigns forever, the following property, with the same force and effect and subject to the same reservations and exceptions, as though specifically described in the granting clauses of the Original Indenture, that is to say:

SUBSTATIONS AND SWITCHING STATIONS

CEDAR COUNTY, MISSOURI

1. *Land for Stockton Sub-Station # 631*

The following described real property located in the County of Cedar, State of Missouri:

A tract of land located in the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 9, Township 34 North, Range 26 West described as beginning at the Southeast Corner Block 21 of the original town of Fremont, now Stockton, Missouri. Thence East 20.0 feet, thence South 27.0 feet, thence West 20.0 feet; thence North 27.0 feet to the point of beginning and a tract of land located in the original town of Fremont, now Stockton, Missouri, described as beginning at the Southeast Corner of Block 21; thence South 27.0 feet; thence West 80.0 feet; thence North 27.0 feet, then East 80.0 feet to the point of beginning.

TANEY COUNTY, MISSOURI

2. *Land for New Point Royale Substation #438.*

Land located in the County of Taney, State of Missouri:

All of Lots 1, 2, 3, 4, 5, 6 & 7, and the East 100 feet of Lot 8, all in Tract 4, Riverside Acres as per the recorded Replat of Tract 4 in Book 18 at Page 32, Taney County Recorders Office.

All of Tract 5, Riverside Acres as per the recorded Plat in Book 16 at Page 60, Taney County Recorders Office.

MISCELLANEOUS PROPERTIES

JASPER COUNTY, MISSOURI

1. *Land For Future Use.*

The following described Real Estate, situated in the County of Jasper and State of Missouri:

All of the South Half of the Northwest Quarter, except a tract in the Northwest corner of said South Half of the Northwest Quarter, thence east to the east line of the public road as now established, thence east 200 feet, thence south 450 feet, thence west 200 feet to the east line of the public road as now established, thence north 450 feet to the point of beginning, ALSO all of the Southwest Quarter of the Northeast Quarter, all located in Section 28, Township 28, Range 29, and except beginning at the Southwest corner of the South Half of the Northwest Quarter of Section 28, Township 28, Range 29, thence north 435 feet, thence east 701 feet, thence south 435 feet, thence west to the point of beginning, all in Jasper County, Missouri. Except any part taken or deeded for road purposes.

2. *Land For Future Use.*

Land situated in the County of Jasper, State of Missouri:

All of the Northwest Quarter of the Northwest Quarter of Section 28, Township 28, Range 29, Jasper County, Missouri. Except any part taken or deeded for road purposes.

3. *Land For Future Use.*

Land situated in the County of Jasper, State of Missouri:

All of the South One-half (S ½) of the Southwest Quarter (SW ¼) of Section 21, and the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼), and the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 28, all in Township 28, Range 29, Jasper County, Missouri.

4. *Land For Parking Lot 7th & Joplin:*

Land located in the County of Jasper, State of Missouri:

All of Lots Numbered Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39) and the South 20 feet of Lot Numbered Forty (40) in Pitcher's Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

ALSO all other property, whether real, personal or mixed (except as in the Original Indenture expressly excepted) of every nature and kind and wheresoever situated now owned or hereafter acquired by the Company;

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of §8.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property, and every part and parcel thereof;

SUBJECT, HOWEVER, to permitted encumbrances as defined in the Original Indenture and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition, and also subject to the provisions of *Article 12* of the Original Indenture.

TO HAVE AND TO HOLD the same, unto the Trustees and their and each of their respective successors and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Indenture, so that the same shall be held specifically by the Trustees under and subject to the terms of the Indenture in the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture;

PROVIDED, HOWEVER, and these presents are upon the condition that, if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of the bonds the principal and interest, and premium, if any, to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then the Indenture and the estate and rights thereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

AND THE COMPANY, for itself and its successors, does hereby covenant and agree to and with the Trustees, for the benefit of those who shall hold the bonds and the coupons appertaining thereto, or any of them, issued or to be issued under the Indenture, as follows:

ARTICLE I

CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS, 8 $\frac{1}{8}$ % SERIES DUE 2009

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, 8 $\frac{1}{8}$ % Series due 2009 (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 Twenty Million Dollars (\$20,000,000), 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, 2009 and shall bear interest at the rate of 8 $\frac{1}{8}$ % per annum, payable semi-annually on May 1 and November 1 in each year, commencing May 1, 1995; both principal and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The holder of any Bond on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond upon any exchange or transfer thereof subsequent to the record date and prior to such interest payment date, except if and to the extent that the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond (or any Bond or Bonds issued upon transfer or exchange thereof) is registered on a date fixed by the Company, which shall be not more than 15 and not less than 10 days before the date of payment of such defaulted interest. The term "record date" as used in this Section with respect to any interest payment date shall mean the close of business on the April 15 or October 15, as the case may be, next preceding such interest payment date, whether or not such April 15 or October 15 shall be a legal holiday or a day on which banking institutions in the City of Chicago, Illinois are authorized by law to remain closed.

The 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 Twenty Million Dollars (\$20,000,000), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, all or any portion of the Bonds of the 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

NO REDEMPTION OF BONDS OF THE NEW SERIES

The Bonds of the New Series shall not be redeemable prior to maturity.

ARTICLE III

NO SINKING AND IMPROVEMENT FUNDS FOR BONDS OF THE NEW SERIES

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

ARTICLE IV

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

ARTICLE V

REPURCHASE OF BONDS OF THE NEW SERIES

SECTION 1. Any holder of Bonds of the New Series shall have the right, by complying with the procedures described below, to require the Company to repurchase all or any portion (in integral multiples of \$1,000) of such holder's Bonds of the New Series on November 1, 2001 (the "Repurchase Date"), at a repurchase price equal to 100% of the principal amount of such Bonds to be repurchased plus accrued interest thereon, if any, to the Repurchase Date (the "Repurchase Price").

SECTION 2. Any holder of Bonds of the New Series electing to have all or any portion (in integral multiples of \$1,000) of such holder's Bonds repurchased by the Company shall deliver (directly or through a duly authorized attorney) to the Principal Trustee, at its office in the City of Chicago, not earlier than September 1, 2001 and not later than 5:00 p.m., Chicago time on October 1, 2001, the Bonds of the New Series to be repurchased, together with written notice ("Repurchase Notice") of such holder's election so to cause such Bonds to be repurchased as specified on the form of Repurchase Notice printed on the reverse side of such Bonds. The Repurchase Notice shall be executed by the holder (or such holder's duly authorized attorney) and shall state: (i) the principal amount of the Bond of the New Series to be repurchased (which shall be \$1,000 or an integral multiple thereof), if less than the entire principal amount of such Bond is to be repurchased; (ii) the address to which the Repurchase Price should be mailed or, if the principal amount which such owner elects to be repurchased is not less than \$1,000,000, the account to which the Repurchase Price should be transferred; and (iii) if less than the entire principal amount of a Bond is to be repurchased, the address to which a Bond of the New Series registered in the name of the holder representing the principal amount of such Bond not to be repurchased should be mailed. The signature of the holder (or such holder's duly authorized attorney) shall be guaranteed by a qualified Medallion member. Any Repurchase Notice delivered to the Principal Trustee pursuant to this Article V may not be revoked or cancelled by the holder without the written consent of the Company delivered to the Principal Trustee prior to the Repurchase Date. The principal amount of a Bond to be repurchased may not be transferred by the holder thereof on or after the deposit thereof with the Principal Trustee.

SECTION 3. The Company shall deposit with the Principal Trustee, on or prior to the Repurchase Date, funds sufficient to repurchase such principal amount of Bonds of the New Series as shall have been validly delivered for repurchase pursuant to the provisions of this Article V. Funds so deposited shall be held in trust by the Principal Trustee for the benefit of the holders of the Bonds (or portions thereof) to be repurchased and not as part of the trust estate under the Indenture. Upon such deposit of funds with the Principal Trustee, the Bonds (or portions thereof) delivered for repurchase shall be cancelled by the Principal Trustee on November 1, 2001 and shall thereafter cease to be outstanding under the Indenture.

SECTION 4. In the event that a holder of Bonds of the New Series shall elect to require the Company to repurchase less than the entire principal amount of any particular Bond of the New Series, then upon such repurchase, the Company shall execute and the Principal Trustee shall authenticate and deliver to such 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 Bond of the New Series repurchased.

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

MISCELLANEOUS PROVISIONS

SECTION 1. If the date for making any payment of principal or interest, the date for making any repurchase, or the last date for performance of any act or the exercising of any right, as provided in this Supplemental Indenture, shall be a legal holiday or a day on which banking institutions in the City of Chicago, Illinois, are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Supplemental Indenture, and no interest shall accrue for the period after such nominal date.

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

heretofore supplemented, for all purposes of this Supplemental Indenture, shall have the meanings therein specified, unless the context otherwise requires.

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

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

IN WITNESS WHEREOF, The Empire District Electric Company, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and Harris Trust and Savings Bank and Mercantile Bank of Joplin, 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 VE 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

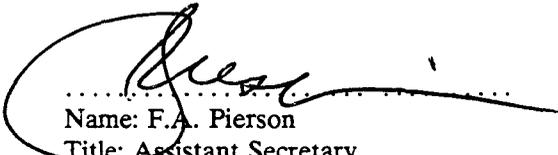
G.A. Knapp

Name: G.A. Knapp

HARRIS TRUST AND SAVINGS BANK,
as Trustee,

By 
Name: F. Bartolini
Title: Vice President

[Corporate Seal]
Attest:


Name: F.A. Pierson
Title: Assistant Secretary

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


Name: D G Donovan


Name: R. Johnson

MERCANTILE BANK OF JOPLIN,
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
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 ^{2nd} ~~1st~~ day of November, 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.

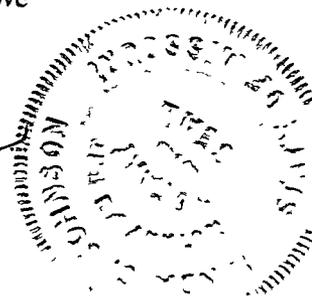
And the said V.E. Brill and G.C. Hunter, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri and Webb City, Missouri, respectively; that they were at that time Vice President-Finance and Secretary-Treasurer, of said corporation; that they knew the 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.

[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, 1998

STATE OF ILLINOIS }
COUNTY OF COOK } SS.:

BE IT REMEMBERED, and I do hereby certify, that on the 31st day of October, 1994, 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.

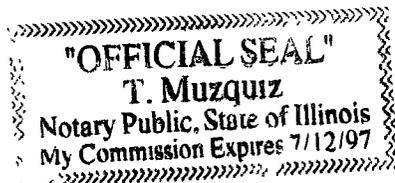
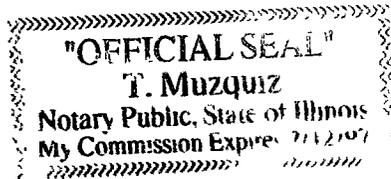
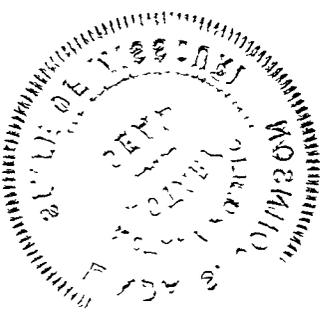
And the said J. Bartolini and F.A. Pierson, being each duly sworn by me, severally deposed and said: that they reside in Chicago, Illinois, that they were at that time respectively Vice President and Assistant Secretary, of said corporation; that they knew the corporate seal of said corporation, and 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, 1997.

[Notary Seal]

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



STATE OF MISSOURI }
COUNTY OF JASPER } SS.:

2nd

BE IT REMEMBERED, and I do hereby certify, that on this ~~1st~~ day of November, 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, a bank organized under the laws of the State of Missouri, 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, 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 and notarial 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

