

EMPIRE DISTRICT ELECTRIC COMPANY
PREFERRED STOCK
STANDARD PURCHASE PROVISIONS
INCLUDING
FORM OF PURCHASE AGREEMENT

THE EMPIRE DISTRICT ELECTRIC COMPANY
CUMULATIVE PREFERRED STOCK STANDARD PURCHASE PROVISIONS

From time to time, The Empire District Electric Company, a Kansas corporation ("Company"), may enter into purchase agreements that provide for the sale of shares of the Company's cumulative preferred stock to the purchaser or purchasers named therein. The standard provisions set forth herein may be incorporated by reference in any such purchase agreement ("Purchase Agreement"). The Purchase Agreement, including the provisions incorporated therein by reference, is herein sometimes referred to as "this Agreement." Unless otherwise defined herein, terms defined in the Purchase Agreement are used herein as therein defined.

1. Introductory. The Company proposes to issue and sell, from time to time, cumulative preferred stock, \$10.00 par value, registered under the registration statement referred to in Section 3(a) ("Preferred Stock"). The shares of Preferred Stock referred to on Schedule A of the Purchase Agreement are hereinafter referred to as the "Purchased Preferred Stock" and the firm or firms, as the case may be, which agree to purchase the same are hereinafter referred to as the "Purchasers" of such Purchased Preferred Stock. The terms "you" and "your" refer to those Purchasers (or the Purchaser) who sign the Purchase Agreement either on behalf of themselves (or itself) only or on behalf of the several Purchasers named in Schedule A thereto, as the case may be.

2. Sale and Delivery of Preferred Stock. Subject to the terms and conditions set forth in this Agreement, the Company will deliver the Purchased Preferred Stock to you for the account of the Purchasers, at the place set forth in the Purchase Agreement against payment of the purchase price therefor by wire transfer or certified or official bank check or checks in immediately available funds or clearing house funds payable to the order of the Company, all as set forth in the Purchase Agreement, at the time set forth in the Purchase Agreement or at such other time not later than seven full business days thereafter as you and the Company determine, such time being herein referred to as the "Closing Date." The Company agrees to make available to you for inspection and packaging at the place set forth in the Purchase Agreement, at least one full business day prior to the Closing Date, the Purchased Preferred Stock so to be delivered in good delivery form and in such denominations and registered in such names as you shall have requested, all such requests to have been made in writing

at least three full business days prior to the Closing Date, or if no such request is made, registered in the names of the several Purchasers as set forth in Schedule A to the Purchase Agreement.

3. Representations and Warranties of the Company.
The Company represents and warrants to each Purchaser that:

(a) The registration statement referred to in the Purchase Agreement and relating to the Preferred Stock, including a prospectus and all documents incorporated by reference therein, has been filed on Form S-3 with the Securities and Exchange Commission ("Commission") and has become effective. Such registration statement, including all documents filed as a part thereof or incorporated therein pursuant to Item 12 of Form S-3, is hereinafter referred to as the "Registration Statement" and such prospectus, as included in the Registration Statement at the time such amendment thereto became effective and as amended by the prospectus supplement with respect to the offering of Purchased Preferred Stock referred to in Section 2 and all prior amendments and supplements thereto (other than supplements and amendments relating to Preferred Stock which is not Purchased Preferred Stock), including all material so incorporated by reference therein, in the form first filed by the Company pursuant to Rule 424(b)(2) under the Act is hereinafter referred to as the "Prospectus."

(b) The Registration Statement and the Prospectus conform in all respects to the requirements of the Securities Act of 1933, as amended ("Act") and the pertinent published rules and regulations ("Rules and Regulations") of the Commission, and none of such documents includes any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, except that the foregoing does not apply to statements or omissions in either of such documents based upon written information furnished to the Company by any Purchaser specifically for use therein. The documents incorporated by reference in the Registration Statement or the Prospectus pursuant to Item 12 of Form S-3 of the Act, at the time they were filed with the Commission, complied in all material respects with the requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the pertinent published rules and regulations thereunder (the "Exchange Act Rules and Regulations") and any additional

documents deemed to be incorporated by reference in the Prospectus will, when they are filed with the Commission, comply in all material respects with the requirements of the Exchange Act and the Exchange Act Rules and Regulations and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4. Agreements of the Company. The Company agrees with the several Purchasers that:

(a) The Company will advise you promptly of any proposal to amend or supplement the Registration Statement or the Prospectus with respect to any Purchased Preferred Stock, and will furnish you a copy thereof prior to the filing thereof with the Commission.

(b) The Company will furnish to you copies of the registration statement relating to the Preferred Stock as originally filed and all amendments thereto (at least one of which will be signed and will include all exhibits except those incorporated by reference to previous filings with the Commission), each related prospectus, the Prospectus, and all amendments and supplements to such documents (except supplements relating to Preferred Stock which is not Purchased Preferred Stock), in each case as soon as available and in such quantities as you reasonably request for the purposes contemplated by the Act.

(c) If at any time when a prospectus relating to the Purchased Preferred Stock is required to be delivered under the Act or the Rules and Regulations, any event occurs as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which made, not misleading, or if it is necessary at any time to amend or supplement the Prospectus to comply with the Act or the Rules and Regulations, the Company will promptly notify the Purchasers and promptly prepare and file with the Commission an amendment or supplement to the Registration Statement or any appropriate filing pursuant to Section 13 or 14 of the Exchange Act which will correct such statement or omission or an amendment which will effect such compliance, and deliver in connection therewith, such Prospectus or amendments or supplements to

the Purchasers in such quantity as may be necessary to permit compliance with the requirements of the Act and the Rules and Regulations, provided that the Company shall be so obligated only so long as the Company is notified of unsold allotments (failure by the Purchasers to so notify the Company cancels the Company's obligation under this Section 4(c)), and provided further that any such Prospectus or amendment or supplement required later than nine months from the date hereof shall be furnished at the Purchasers' sole expense.

(d) The Company will cooperate with the Purchasers in taking such action as may be necessary to qualify the Purchased Preferred Stock for offering and sale under the securities laws of any state or jurisdiction of the United States as the Purchasers may reasonably request and will use its best efforts to continue such qualification in effect so long as required for the distribution of the Purchased Preferred Stock; provided, however, that the Company shall not be required to qualify as a foreign corporation, or to file a general consent to service of process, in any such state or jurisdiction or to comply with any other requirement deemed by the Company to be unduly burdensome.

(e) The Company will make generally available to its security holders as soon as practicable, but not later than twenty months after the effective date of the Registration Statement, an earning statement (as contemplated by Rule 158 under the Act) covering a period of twelve months commencing after the effective date of the Registration Statement.

(f) For a period of three years, the Company will furnish to you copies of any report or definitive proxy statement which the Company shall file with the Commission under the Exchange Act, and copies of all reports and communications which shall be sent to stockholders generally, at or about the time such reports and other information are first furnished to stockholders generally.

(g) The Company will apply the net proceeds from the offering of the Purchased Preferred Stock as set forth under the caption "Use of Proceeds" in the Prospectus.

(h) If a public offering of the Purchased Preferred Stock is to be made, the Company will not offer or sell any of its other preferred stock (other than pursuant to

any employee benefit or other plan in effect on the date of this Agreement) prior to 120 days after the Closing Date without the consent of the Purchasers.

5. Expenses. The Company and the Purchasers agree as follows:

(a) The Company, whether or not the transactions contemplated hereunder are consummated, will (except as provided in Section 4(c) hereof) pay all costs and expenses incident to the performance of its obligations hereunder, including without limitation, all costs and expenses in connection with (i) the preparation and filing of the Registration Statement and Prospectus and any supplements or amendments thereto; (ii) the preparation, issuance and delivery to the Purchasers of the Purchased Preferred Stock (other than transfer taxes); (iii) the reproduction or printing and mailing in reasonable quantities of the Registration Statement and amendments thereto, each preliminary prospectus, the Prospectus and any amendments or supplements thereto, this Agreement and any Blue Sky memoranda delivered to the Purchasers; (iv) reasonable filing fees and expenses (including legal fees and disbursements, not in excess of \$5,000) incurred in connection with the qualification of the Purchased Preferred Stock under the Blue Sky or securities laws of the various states, and the preparation of Blue Sky memoranda for the offering; (v) the fees and expenses of the accountants and the counsel for the Company and (vi) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section.

(b) The Purchasers will pay (i) the fees and disbursements of their respective counsel, except as set forth in Section 5(a) above, and (ii) their own out-of-pocket expenditures.

6. Conditions of the Purchasers' Obligations. The obligations of the Purchasers to purchase and pay for the Purchased Preferred Stock shall be subject in their discretion to the accuracy of and compliance in all material respects with the representations and the warranties of the Company herein contained as of the date hereof and the Closing Date, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) No stop order suspending the effectiveness of the Registration Statement shall have been issued under the Act or proceedings therefor initiated or threatened by the Commission prior to the Closing Date.

(b) You shall have received an opinion, dated the Closing Date, of Anderson, Byrd, Richeson & Flaherty, counsel for the Company, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Kansas, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus;

(ii) The Purchased Preferred Stock has been duly authorized, and, when issued and delivered to and paid for by the Purchasers pursuant to this Agreement, will be fully paid and non-assessable; and the Preferred Stock conforms to the description thereof contained in the Prospectus under "Description of New Preferred Stock";

(iii) All approvals of the State Corporation Commission of the State of Kansas which are required for the issuance, sale and delivery of the Purchased Preferred Stock have been obtained; any conditions in such approvals required to be satisfied prior to the issuance of the Purchased Preferred Stock have been duly satisfied; such approvals are in full force and effect; and no further approval, authorization, consent or other order of any public board or body in the State of Kansas is legally required for the issuance, sale and delivery of the Purchased Preferred Stock or the execution, delivery and performance by the Company of this Agreement (it being understood that such counsel need express no opinion as to any approvals which may be required under the securities acts or Blue Sky laws of said state); and

(iv) This Agreement has been duly authorized, executed and delivered by the Company.

(c) You shall have received an opinion, dated the Closing Date, of Spencer, Scott & Dwyer, P.C., counsel for the Company, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Kansas, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus; and the Company is duly qualified to do business as a foreign corporation in good standing in the States of Arkansas, Missouri and Oklahoma, which are the only jurisdictions (other than Kansas) in which it owns or leases substantial properties or in which the conduct of its business requires such qualification;

(ii) The Company holds all the valid and subsisting franchises which are necessary to authorize it to carry on the utility businesses in which it is engaged as described in the Prospectus;

(iii) Neither the issuance of the Purchased Preferred Stock nor the execution, delivery and performance by the Company of this Agreement will conflict with, violate or result in the breach of any Missouri law or administrative regulation or any court decree known to such counsel applicable to the Company (it being understood that such counsel need express no opinion as to the securities or Blue Sky law of any jurisdiction), conflict with or result in a breach of any of the terms, conditions or provisions of the Restated Articles of Incorporation, as amended, or By-Laws, as amended, of the Company or of any agreement or instrument known to such counsel to which the Company is a party or by which the Company is bound or constitute a default thereunder, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Company;

(iv) Relying as to materiality to a large extent upon the statements and opinions of representatives of the Company, such counsel have no reason to believe that either the Registration Statement or the Prospectus in the form first filed pursuant to Rule 424(b)(2) under the Act, or any amendment or supplement thereto, as of their respective effective or issue dates, contained any untrue statement of material fact or omitted to state any material fact necessary to make the statements therein not misleading; the descriptions in the Registration Statement and Pro-

spectus of contracts and other documents are accurate and fairly present the information therein shown; and such counsel do not know of any legal or governmental proceedings required to be described in the Prospectus by Item 103 of the Regulation S-K under the Act which are not described as so required, nor of any contracts or documents of a character required to be described in the Registration Statement or Prospectus pursuant to Item 11 of Form S-3 or to be filed as exhibits to the Registration Statement pursuant to Item 601 of such Regulation S-K which are not described and filed as so required; it being understood that such counsel need express no opinion as to the financial statements or other financial or statistical information contained in the Registration Statement or the Prospectus; and

(v) This Agreement has been duly authorized, executed and delivered by the Company.

In rendering such opinion, Spencer, Scott & Dwyer, P.C. may rely, as to the incorporation of the Company and all matters governed by Kansas law, upon the opinion of Anderson, Byrd, Richeson & Flaherty referred to in paragraph (b) above.

(d) You shall have received an opinion, dated the Closing Date, of Brydon, Swearngen & England, Professional Corporation, counsel for the Company, to the effect that no approval of any governmental regulatory authority in the State of Arkansas, Missouri or Oklahoma is legally required for the valid authorization and issuance of the Purchased Preferred Stock and the valid sale thereof under this Agreement (other than any approvals required under securities acts or Blue Sky laws of any jurisdiction).

(e) You shall have received an opinion, dated the Closing Date, of Cahill Gordon & Reindel, counsel for the Company, to the effect that:

(i) The Purchased Preferred Stock has been duly authorized and, when issued and delivered to and paid for by the Purchasers pursuant to this Agreement, will be fully paid and non-assessable and conforms to the description thereof contained in the Prospectus under "Description of New Preferred Stock";

(ii) All approvals of the State Corporation Commission of the State of Kansas which are required for the valid authorization and issuance of the Purchased Preferred Stock and the valid sale thereof under this Agreement have been obtained, and such counsel knows of no approval of any other governmental regulatory body which is legally required in connection therewith (other than any approvals required under the securities acts or Blue Sky laws of any jurisdiction);

(iii) The Registration Statement has become effective under the Act, and, to the best of the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Act, and the Registration Statement and the Prospectus in the form first filed pursuant to Rule 424(b)(2) under the Act, and each amendment or supplement thereto (except, in each case, as to the financial statements or other financial or statistical information included therein, as to which such counsel need not express an opinion), as of their respective effective or issue dates, appeared to comply as to form in all material respects with the requirements of Form S-3, and the applicable Rules and Regulations; and

(iv) This Agreement has been duly authorized, executed and delivered by the Company.

In rendering such opinion Cahill Gordon & Reindel may rely, as to the incorporation of the Company and as to all other matters governed by the laws of the States of Arkansas, Kansas, Missouri and Oklahoma, and covered by their respective opinions, upon the opinions of Anderson, Byrd, Richeson & Flaherty, Spencer, Scott & Dwyer, P.C. and Brydon, Swearngen & England, Professional Corporation referred to above.

In addition, such counsel shall state that such counsel has participated in conferences with officers and other representatives of the Company, counsel for the Company, representatives of the independent auditors of the Company and representatives of the Purchasers at which the contents of the Registration Statement and Prospectus, and any subsequent amendments or supplements thereto, and related matters were discussed and, although such counsel is

not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement and Prospectus, or any subsequent amendments or supplements thereto, on the basis of the foregoing (relying as to materiality to a large extent upon the opinions of officers, counsel and other representatives of the Company), no facts have come to the attention of such counsel which lead such counsel to believe that either the Registration Statement or the Prospectus, and any subsequent amendments or supplements thereto, as of their respective effective or issue dates, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (it being understood that such counsel need make no comment with respect to the financial statements and other financial and statistical information included in the Registration Statement or Prospectus or any such amendments or supplements).

(f) You shall have received an opinion, dated the Closing Date, of Thompson Coburn, counsel for the Purchasers, to the effect that:

(i) The Purchased Preferred Stock has been duly authorized and, when issued and delivered to and paid for by the Purchasers pursuant to this Agreement, will be fully paid and non-assessable and conforms to the description thereof contained in the Prospectus under "Description of New Preferred Stock";

(ii) All approvals of the State Corporation Commission of the State of Kansas which are required for the valid authorization and issuance of the Purchased Preferred Stock and the valid sale thereof under this Agreement have been obtained, and such counsel knows of no approval of any other governmental regulatory body which is legally required in connection therewith (other than any approvals required under the securities acts or Blue Sky laws of any jurisdiction);

(iii) The Registration Statement has become effective under the Act, and, to the best of the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the

Act, and the Registration Statement and the Prospectus in the form first filed pursuant to Rule 424(b)(2) under the Act, and each amendment or supplement thereto (except, in each case, as to the financial statements or other financial or statistical information included therein, as to which such counsel need not express an opinion), as of their respective effective or issue dates, appeared to comply as to form in all material respects with the requirements of Form S-3, and the applicable Rules and Regulations; and

(iv) This Agreement has been duly authorized, executed and delivered by the Company.

In rendering such opinion Thompson Coburn may rely, as to the incorporation of the Company and as to all other matters governed by the laws of the States of Arkansas, Kansas and Oklahoma, and covered by their respective opinions, upon the opinions of Anderson, Byrd, Richeson & Flaherty and Brydon, Swearngen & England, Professional Corporation, referred to above. Thompson Coburn need not express any opinion with respect to the matters set forth in paragraphs (i), (ii) and (iii) of the opinion of Spencer, Scott & Dwyer, P.C. referred to above.

In addition, such counsel shall state that such counsel has participated in conferences with officers and other representatives of the Company, counsel for the Company, representatives of the independent auditors of the Company and representatives of the Purchasers at which the contents of the Registration Statement and Prospectus, and any subsequent amendments or supplements thereto, and related matters were discussed and reviewed. Such counsel shall also state that, on the basis of such participation (relying as to materiality to a large extent upon the opinions of officers, counsel and other representatives of the Company), but without independently verifying, passing upon or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement and Prospectus, or any subsequent amendments or supplements thereto, no facts have come to the attention of such counsel which lead such counsel to believe that either the Registration Statement or the Prospectus, and any subsequent amendments or supplements thereto, as of their respective effective or issue dates, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein

or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (it being understood that such counsel need make no comment with respect to the financial statements and other financial and statistical information included in the Registration Statement or Prospectus or any such amendments or supplements).

(g) You shall have received from the Company's independent accountant(s) a letter or letters, dated the Closing Date and addressed to you, confirming that they are independent public auditors within the meaning of the Act and the Rules and Regulations, and covering the following in a manner satisfactory to you:

(i) In their opinion, the financial statements and schedules examined by them which are included in the Company's most recent Annual Report on Form 10-K, which is incorporated by reference in the Prospectus (the "Form 10-K") comply as to form in all material respects with the accounting requirements of the Act and the Rules and Regulations and the Exchange Act and the Exchange Act Rules and Regulations;

(ii) On the basis of procedures specified in the letter(s) (but not an examination in accordance with generally accepted auditing standards), including reading the minutes of meetings of the stockholders and the Board of Directors of the Company since the end of the year covered by the Form 10-K as set forth in the minute books through a specified date not more than five business days prior to the Closing Date, reading the unaudited interim financial statements of the Company incorporated by reference in the Prospectus and the latest available unaudited interim financial statements of the Company, and making inquiries of certain officials of the Company who have responsibility for financial and accounting matters, nothing has come to their attention that has caused them to believe that (1) any unaudited financial statements incorporated by reference in the Prospectus do not comply as to form in all material respects with the accounting requirements of the Act and the Rules and Regulations and the Exchange Act and the Exchange Act Rules and Regulations; (2) the latest available financial statements, not incorporated by reference in the Prospectus, have not been prepared on a basis substantially consistent with that of the audited fi-

financial statements incorporated in the Prospectus; (3) for the period from the closing date of the latest income statement incorporated by reference in the Prospectus to the closing date of the latest available income statement read by them there were any decreases, as compared with the corresponding period of the previous year, in operating revenues, operating income or net income; or (4) at a specified date not more than five business days prior to the Closing Date, there was any change in the capital stock or long term debt of the Company or, at such date, there was any decrease in net assets of the Company as compared with amounts shown in the latest balance sheet incorporated by reference in the Prospectus, except in all cases for changes or decreases which the Prospectus discloses have occurred or may occur, or which are described in such letter; and

(iii) Certain specified procedures have been applied to certain financial or other statistical information (to the extent such information was obtained from the general accounting records of the Company) set forth or incorporated by reference in the Prospectus and that such procedures have not revealed any disagreement between the financial and statistical information so set forth or incorporated and the underlying general accounting records of the Company, except as described in such letters.

(h) On the Closing Date there shall have been furnished to you a certificate, dated the Closing Date, from the Company, signed on behalf of the Company by the President, or the Vice President - Finance, stating in effect that to the best knowledge of the officer signing such certificate and except as may be reflected in or contemplated by the Registration Statement or stated in such certificate (i) the representations and warranties of the Company contained in Section 3 of this Agreement are correct and the Company has complied with all the agreements and satisfied all the conditions to be performed or satisfied on its part at or prior to the Closing Date; (ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending, or, to the knowledge of the signer thereof, are contemplated under the Act; and (iii) subsequent to the respective dates as of which information is given in the Registration Statement and Prospectus, as supplemented or amended, there has

been no material adverse change in the financial position or results of operations of the Company,

(i) If a public offering of the Purchased Preferred Stock is to be made, subsequent to the date of this Agreement and prior to the Closing Date, no rating of the Company's First Mortgage Bonds by any nationally recognized rating agency shall have been lowered by such agency,

(j) The representations and warranties of the Company herein shall be true and correct in all material respects as of the Closing Date and all agreements herein contained to be performed on the part of the Company at or prior to the Closing Date shall have been so performed,

(k) You shall have been furnished such additional certificates and other evidence as you or your counsel may reasonably request showing fulfillment of the conditions contained in this Section 6 and existence of the facts to which the representations and warranties contained in Section 3 hereof relate.

7. Indemnification.

(a) The Company will indemnify and hold harmless each Purchaser and each person, if any, who controls any Purchaser within the meaning of the Act against the losses, claims, damages or liabilities, joint or several, to which such Purchaser or such controlling person may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, the Prospectus, or any amendment or supplement thereto or any related preliminary prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse such Purchaser and each such controlling person for any legal or other expenses reasonably incurred by such Purchaser or such controlling person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents in reliance upon and in conformity with written information furnished to the Company by any Purchaser specifi-

cally for use therein. The indemnification obligation contained in this Section 7 will be in addition to any liability which the Company may otherwise have.

(b) Each Purchaser will indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the Registration Statement, and each person, if any, who controls the Company within the meaning of the Act, against any losses, claims, damages or liabilities to which the Company or any such director, officer or controlling person may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, the Prospectus or any amendment or supplement thereto, or any related preliminary prospectus, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Purchaser specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer or controlling person in connection with investigating or defending any such loss, claim, damage, liability or action. The indemnification obligation contained in this Section 7 will be in addition to any liability which the Purchasers may otherwise have.

In addition to any other information the Purchasers may furnish, the Purchasers hereby furnish to the Company specifically for use in the Prospectus the information with respect to the offering of the Purchased Preferred Stock and the Purchasers set forth on the cover page and inside cover page of the Prospectus Supplement and under "Underwriting" or similar caption therein.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 7, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 7. In case any action is brought against any indemnified party, and it noti-

fies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel selected by the indemnifying party and acceptable to the indemnified party (the indemnified party shall not unreasonably reject such counsel), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. The indemnified party shall have the right to employ its counsel in any such action, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the employment of counsel by such indemnified party has been authorized by the indemnifying party, (ii) the indemnified party shall have reasonably concluded that there may be a conflict of interest between the indemnifying party and the indemnified party in the conduct of the defense of such action (in which case the indemnifying party shall not have the right to direct the defense of such action on behalf of the indemnified party) or (iii) the indemnifying party shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of one counsel representing all indemnified parties shall be at the expense of the indemnifying party. An indemnifying party shall not be liable for any settlement of any action or claim effected without its consent.

8. Contribution. If recovery is not available under the foregoing indemnification provisions of Section 7 of this Agreement, for any reason other than as specified therein, the parties entitled to indemnification by the terms thereof shall be entitled to contribution to liabilities and expenses, except to the extent that contribution is not permitted under Section 11(f) of the Act. In determining the amount of contribution to which the respective parties are entitled, there shall be considered the relative benefits received by each party from the offering of the Purchased Preferred Stock (taking into account the portion of the proceeds of the offering realized by each), the parties' relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and any other equitable considerations appropriate under the circumstances. The Company and the Purchasers agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita al-

location (even if the Purchasers were treated as one entity for such purpose). No Purchaser or any person controlling such Purchaser shall be obligated to make contribution hereunder which in the aggregate exceeds the total public offering price of the Purchased Preferred Stock purchased by such Purchaser, less the aggregate amount of any damages which such Purchaser and its controlling persons have otherwise been required to pay in respect of the same claim or any substantially similar claim.

9. Termination.

(a) This Agreement may be terminated at any time prior to the Closing Date by the Purchasers by written notice to the Company, if in the reasonable judgment of the Purchasers it is impracticable to offer for sale or to enforce contracts made by the Purchasers for the resale of the Purchased Preferred Stock by reason of (i) the Company sustaining a loss, whether or not insured, by reason of fire, flood, accident or other calamity, which, in the reasonable opinion of the Purchasers, substantially affects the value of the properties of the Company or which materially interferes with the operation of the properties of the Company or which materially interferes with the operation of the business of the Company, (ii) trading in securities on the New York Stock Exchange having been suspended or limited, other than a temporary suspension in trading to provide for an orderly market, or minimum prices having been established on such Exchange, (iii) a banking moratorium having been declared by the United States, or by New York or Missouri state authorities, or (iv) an outbreak of major hostilities between the United States and any foreign power, or any other new insurrection or armed conflict involving the United States having occurred.

(b) If this Agreement shall be terminated pursuant to Section 6 or this Section 9, or if the purchase of the Purchased Preferred Stock by the Purchasers is not consummated because of any refusal, inability or failure on the part of the Company to comply with any of the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform all the obligations under this Agreement, the Company shall not be liable to the Purchasers for damages arising out of the transactions covered by this Agreement, but the Company and the Purchasers shall remain liable to the extent provided in Sections 5(a), 7(a) and 8 hereof.

10. Survival of Indemnities, Representations and Warranties. The respective indemnities and agreements for contribution of the Company and the Purchasers and the respective representations and warranties of the Company and the Purchasers set forth in this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Company or the Purchasers or any of their respective officers, directors, partners or any controlling person, and will survive delivery of and payment for the Purchased Preferred Stock or termination of this Agreement.

11. Default of Purchasers. If any Purchaser or Purchasers default in their obligations to purchase Purchased Preferred Stock hereunder and the aggregate number of shares of Purchased Preferred Stock which such defaulting Purchaser or Purchasers agreed but failed to purchase is equal to or less than 10% of the total number of shares of Purchased Preferred Stock you may make arrangements satisfactory to the Company for the purchase of such Purchased Preferred Stock by other persons, including any of the Purchasers, but if no such arrangements are made by the Closing Date, the non-defaulting Purchasers shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Purchased Preferred Stock or which such defaulting Purchasers agreed but failed to purchase. If any Purchaser or Purchasers so default and the aggregate amount of Purchased Preferred Stock with respect to which such default or defaults occur is more than the above percentage and arrangements satisfactory to you and the Company for the purchase of such Purchased Preferred Stock by other persons are not made within thirty-six hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Purchaser or the Company, except as provided in Section 10. In the event that any Purchaser or Purchasers default in their obligation to purchase Purchased Preferred Stock hereunder, the Company may, by prompt written notice to the non-defaulting Purchasers, postpone the Closing Date for a period of not more than seven full business days in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus or in any other documents, and the Company will promptly file any amendments to the Registration Statement or supplements to the Prospectus which may thereby be made necessary. As used in this Agreement, the term "Purchaser" includes any person substituted for a Purchaser under this Section. Nothing herein will relieve a defaulting Purchaser from liability for its default.

12. Parties in Interest. This Agreement shall inure to the benefit of the Company, the Purchasers, the officers,

directors and partners of such parties, each controlling person referred to in Section 7 hereof, and their respective successors. Nothing in this Agreement is intended or shall be construed to give to any other person, firm or corporation (including, without limitation, any purchaser of the Purchased Preferred Stock from a Purchaser or any subsequent holder thereof) any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained.

The term "successor" as used in this Agreement shall not include any purchaser, as such purchaser, of any Purchased Preferred Stock from any Purchaser or any subsequent holder thereof.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any agreement previously entered into.

13. Notices. All communications, terminations and notices hereunder shall be in writing and, if sent to any Purchaser, shall be mailed, delivered or telecopied and confirmed to it by letter to the address set forth for such Purchaser in Schedule A to the Purchase Agreement (or such other place as the Purchaser may specify in writing); if sent to the Company shall be mailed, delivered or telecopied and confirmed to the Company at 602 Joplin Street, Joplin, Missouri 64801 (Attn: Vice President - Finance), telecopier: (417) 625-5155 (or such other place as the Company may specify in writing).

14. Counterparts. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

THE EMPIRE DISTRICT ELECTRIC COMPANY
TO
HARRIS TRUST AND SAVINGS BANK
AND
STATE STREET BANK AND TRUST COMPANY OF MISSOURI, N.A.

Trustees

A SUPPLEMENTAL INDENTURE

Dated as of *B*

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

C

First Mortgage Bonds, [*D*% Series due *E*]*V*

(See Accompanying Legend on Final Page)

TABLE OF CONTENTS¹

	Page
Parties	
Recitals	
Form of Bond	
Form of Principal Trustee's Certificate of Authentication.....	
Granting Clauses	
Property Now Owned or Hereafter Acquired	
Subject to Permitted Encumbrances, Liens on After Acquired Property and Certain Vendor's Liens	
Habendum	
Grant in Trust	
Defeasance	
General Covenant	

¹ This Table of Contents is not a part of the annexed supplemental Indenture as executed.

ARTICLE I

Creation and Description of First Mortgage Bonds,
[*D*% Series Due *E*]*V*.

- Section 1. Title and Terms.....
Bonds to be dated as of authentication date
Record Date.....
Restriction on transfer or exchange.....
Denominations.....
Registrable and interchangeable, tax or government charge
No service charge on exchange or transfer
- Section 2. Issue of Bonds of the New Series limited to \$*C*. All or a portion of Bonds of Series may be authenticated prior to recording of this Supplemental Indenture

ARTICLE II

Redemption of Bonds of the New Series.

- Section 1. Rights of redemption
[Also redeemable under Sinking Fund.....]*F*
- Section 2. Manner and method of redemption.....
- Section 3. Bondholder agrees to accept payment upon terms of this Article.....

[ARTICLE III

Sinking and Improvement Fund for Bonds of the New Series.

- Section 1. Sinking Fund Payment Dates.....
- Section 2. Amount of Sinking Fund Payment.....
- Section 3. (a) Satisfaction of Sinking Fund re-
quirement in lieu of cash pay-
ment, by surrender of Bonds of
the New Series or by a credit on
basis of net property additions.....
- (b) Right to anticipate Sinking Fund
requirements by surrender of
Bonds or credit on account of
Bonds previously redeemed.....
- (c) Restriction on Bonds available
for surrender or credit on Sink-
ing Fund.....
- Section 4. All cash paid in applicable to re-
tirement of Bonds of the New Series
- Section 5. Sinking Fund Redemption Price.....
- Section 6. Description of "statement", to be de-
livered to Principal Trustee
- Section 7. Procedure if credit taken for net
property additions

Section 8. Net property additions utilized as a credit to become funded property

Section 9. Application of cash (Sinking Fund Cash) to redemption of Bonds of the New Series

Form of Notice of Redemption.....

Principal Trustee may, upon failure of Company, give notice of redemption, at expense of Company

Interest ceases to accrue on bonds called for redemption, unless Company fails to make payment of redemption price

Bonds redeemed or retired under this Article to be cancelled]*P*

ARTICLE IV

Dividends and Similar Distributions. Covenants in § 4.11 of the Original Indenture to continue in effect so long as any Bonds of the New Series are outstanding.....

ARTICLE V

The Trustees.

The Trustees accept the trusts created by this Supplemental Indenture and agree to perform the same upon terms set forth in the Original Indenture as supplemented.....

ARTICLE VI

Miscellaneous Provisions.

- Section 1. Provision regarding legal holidays.....
- Section 2. Original Indenture, as supplemented
and amended, ratified and confirmed
- Section 3. This Supplemental Indenture may be
executed in counterparts
- Section 4. Rights conferred only on holder of
bonds, Company and Trustees
- Testimonium
- Signatures and Seals
- Acknowledgments

A SUPPLEMENTAL INDENTURE, dated as of *B*, 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, Chicago, Illinois, and State Street Bank and Trust Company of Missouri, N.A., a corporation organized and existing under the laws of the United States of America and having its principal place of business at One Metropolitan Square 39th Floor, 211 North Broadway, St. Louis, 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 *G* 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
Sixteenth Supplemental Indenture	as of November 28, 1989
Seventeenth Supplemental Indenture	as of December 18, 1990

Eighteenth Supplemental Indentureas of July 1, 1992
Nineteenth Supplemental Indentureas of May 1, 1993
Twentieth Supplemental Indentureas 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
Twenty-Fourth Supplemental Indenture ..as of March 1, 1994

G

Twenty-Fifth Supplemental Indenture ...as of November 1, 1994
Twenty-Sixth Supplemental Indenture ...as of April 1, 1995
Twenty-Seventh Supplemental Indenture .as of June 1, 1995
Twenty-Eighth Supplemental Indenture ..as of December 1, 1996

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 *A* Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Indenture; and] *F*

Whereas provided by the Original Indenture, the Board of Directors of the Company, by resolution, has authorized a new series of bonds, to mature *E*, and to be designated as "First Mortgage Bonds, [*D*% Series due *E*]*V*," 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 *A* Supplemental Indenture (herein sometimes referred to as "this *A* 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, [*D*% Series due *E*]*V*, 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
[*D*% Series Due *E*]*V*
[Interest Rate: *D*%]*X*
Due *E*

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 *E* (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof)*N*, 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 *R*, 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 *H* and *H* in each year, commencing on *I*, until the Company's obligation with respect to such principal sum shall be discharged. The principal of and the premium, if any, and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. The interest so payable on any *H* or *H* will, subject to certain exceptions provided in the *A* 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 *J* or *J* next preceding such *H* or *H*.

Reference is made to the further provisions of this bond set forth on the reverse hereof. Such 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 State Street Bank and Trust Company of Missouri, N.A., 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 *A* 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 *B*) 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 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, [*D*% Series due *E*]*V*, of the Company.

[This bond is subject to redemption prior to maturity, upon not less than thirty nor more than sixty days' prior notice, all as more fully provided in the Indenture, (a) through the operation of the Sinking Fund provided for this series in the Indenture, on *L* and on each *M* thereafter prior to maturity, at the [applicable] principal amount thereof [set forth in the table below], together with accrued interest to the date fixed for redemption, and (b) at the option of the Company, - on and after *R*, - at any time as a whole or from time to time in part, at the principal amount thereof, with accrued interest to the date fixed for redemption and the applicable premium (expressed as a percentage of the principal amount) set forth in the table below for the twelve-month period beginning *M* in the appropriate year under the heading "Optional Redemption Premium":

Year	Optional Redemption Premium	Sinking Fund Redemption Price	Year	Optional Redemption Premium	Sinking Fund Redemption Price
T	*U*	*U* %	*T*	*U*	*U* %

; provided, however, that this bond may not be redeemed pursuant to clause (b) above prior to *R*, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest cost to the Company (calculated in accordance with accepted financial practice and before deduction of commissions and expenses) of less than *D* per annum.]*O*

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.]*N*

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

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the city of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new bond of this series, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. If this bond is transferred or exchanged between a record date, as defined in the aforementioned *A* Supplemental Indenture, dated as of *B*, and the interest payment date in respect thereof, the new bond or bonds will bear interest from such interest payment date unless the interest payable on such date is not duly paid or provided for on such date.

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

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

[Form of Principal Trustee's Certificate of Authentication]

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

Harris Trust and Savings Bank,
As Trustee,

By
Authorized Officer.

and

Whereas the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, [*D*% Series due *E*]*V*, 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 *G* Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

Now, Therefore, This *A* 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 State Street Bank and Trust Company of Missouri, N.A., 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:

[INSERT HERE DESCRIPTION OF PROPERTY]

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 appertain-

ing 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,
[*D*% Series Due *E*]*V*.

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, [*D*% Series due *E*]*V* (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 *C* Dollars (\$*C*), 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 and shall bear interest at the rate of *D*% per annum, payable semi-annually on *H* and *H* in each year, commencing *I*; 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 Bonds shall be initially authenticated and delivered from time to time upon delivery to the Principal Trustee of the documents required by the Indenture, including a resolution of the Board of Directors of the Company, or the Executive Committee thereof specifying the principal amount of the Bonds of the New Series to be issued on the specified date of issuance, the numbers, denominations, date or dates, maturity date or dates, redemption prices and interest rate or rates of such Bonds of the New Series; provided, that no Bond of the New Series shall mature on a date less than nine months or more than thirty years from the date of issue and provided further, that all Bonds of the New Series having the same date of maturity shall be identical as to rate of interest and terms of redemption, if redeemable.

Each Bond of the New Series shall be dated as of the date of its authentication. Each Bond of the New Series shall bear interest at such rate or rates per annum and have such other terms and provisions as the Board of Directors of the Company, or the Executive Committee thereof, may determine. Such interest shall be payable semi-annually on *H* and *H* in each year, commencing *I*; 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 definitive Bonds of the New Series shall be issued in fully registered form without coupons of the denomination of \$ *Y* or any larger number that is an integral multiple of \$1,000.

Bonds of the New Series which are to be deposited upon issuance with The Depository Trust Company or such other depository designated by the Board of Directors or a committee authorized by such Board of Directors shall be issued in the form of one or more global securities. Upon issuance, all Bonds having the same date, maturity date, redemption provisions and interest rates shall be represented by a single global security.] *Z*

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 fifteen and not less than ten 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 *J* or *J*, as the case may be, next preceding such interest payment date, whether or not such *J* or *J* shall be a legal holiday or a day on which banking institutions in the state of Illinois are authorized by law to remain closed.

The Company shall not be required to make any transfer or exchange of any Bonds for a period of ten 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.

Section 2. The Bonds of the New Series described in Section 1 of this Article, in the aggregate principal amount of *C* Dollars (*C*), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, all or any portion of the Bonds of the New Series may, from time to time, be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II

Redemption of Bonds of the New Series.

Section 1. The Bonds of the New Series, in the manner provided in Article 5 of the Original Indenture, shall be redeemable at any time [on or after *R* and]*F* prior to maturity, in whole or in part, at the option of the Company, at the principal amount of the Bonds so to be redeemed and accrued interest to the date fixed for redemption together with any applicable premium as specified under the heading "Redemption Premium" in the form of Bond set forth in this Supplemental Indenture. [provided, however, that no Bonds of the New Series may be so redeemed prior to *R*, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest cost to the Company (calculated in accordance with accepted financial practice and before deduction of commissions and expenses) of less than *D*% per annum.]*O*

[The Bonds of the New Series shall also be redeemable through the operation of the Sinking Fund therefor in the man-

ner, to the extent and at the Sinking Fund Redemption Price[s] provided for in Article III of this Supplemental Indenture.]*N*

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

Section 3. The holder of each and every Bond of the New Series issued hereunder hereby, and by accepting the Bond, agrees to accept payment thereof prior to maturity on the terms and conditions provided for in Articles II [and III]*N* hereof.

ARTICLE III

Sinking and Improvement Fund for Bonds of the New Series.

Section 1. For the purpose of this Article, the *L* and each *M* thereafter, to and including *R*, are called Sinking Fund Payment Dates.

Section 2. The Company covenants and agrees that it will on *L* create, and so long as any Bonds of the New Series are outstanding maintain, a Sinking and Improvement Fund for the Bonds of New Series, and that, except as in this Article otherwise permitted, it will pay to the Principal Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the New Series are outstanding, for the account of such Sinking and Improvement Fund, cash sufficient in amount to retire *Q* principal amount of Bonds of the New Series, at the [applicable] Sinking Fund Redemption Price provided for in Section 5 of this Article.

Section 3. (a) The Company may satisfy all or any part of its obligations under this Article otherwise than by payment of cash as provided in Section 2 hereof by (i) the delivery to the Principal Trustee of bonds of the New Series theretofore acquired by the Company, subject to compliance with paragraph (c) of this Section 3, and each such Bond shall be received by the Principal Trustee in lieu of cash in an amount equal to the [applicable] Sinking Fund Redemption Price of such Bond or (ii) utilizing as a credit any net property additions which might otherwise be made the basis for the authentication and delivery of bonds under the provisions of Article 3 of the Original Indenture and which the Company elects to make the ba-

sis of a credit under this Article. Such net property additions shall be accepted by the Principal Trustee in lieu of cash in an amount equal to 60% of the amount of such net property additions.

(b) The Company shall also have the right at any time and from time to time to anticipate payment of all or any part of any one or more Sinking Fund payments (but not, in respect of any particular Sinking Fund payment, after the delivery to the Principal Trustee of the statement of the Company required by Section 6 of this Article) and to receive a credit on its obligations under this Article, to the extent of the [applicable] Sinking Fund Redemption Price in respect of

(1) any Bonds of the New Series theretofore acquired by the Company and then or theretofore delivered by it to the Principal Trustee for cancellation, or

(2) any Bonds of the New Series previously redeemed, or called for redemption, and no longer outstanding,

subject to compliance with paragraph (c) of this Section 3, by delivery to the Principal Trustee of a statement of the Company setting forth in detail the Sinking Fund payments or parts thereof which the Company elects to anticipate, and the principal amount of the Bonds of the New Series the retirement of which under clauses (1) and/or (2) above is made the basis of such anticipated payment or payments, and otherwise showing compliance with the requirements of this Section 3.

[(c) No Bond shall be made the basis of a credit under this Article upon any Sinking Fund payment or anticipated payment (i) if such Bond shall have been acquired, retired, redeemed or called for redemption by operation of the Sinking Fund or any maintenance, improvement or other fund under the Indenture or by the use of the proceeds of insurance on, or of the release or other disposition of, any funded property or by use as provided in § 3.10 of the Original Indenture or any cash deposited under § 3.08 of the Original Indenture or (ii) if the acquisition, retirement, redemption or call for redemption of such Bond has theretofore been made the basis for the issue of any bond or the withdrawal of cash or the taking of a credit under any of the provisions of the Indenture.]*P*

Section 4. All cash paid by the Company to the Principal Trustee pursuant to the provisions of this Article shall be applied to the redemption of Bonds of the New Series as provided in this Article.

Section 5. The Sinking Fund Redemption Price applicable to Bonds of the New Series to be retired under the provisions of this Article shall be the [percentage of the] principal amount thereof [set forth under the heading Sinking Fund Redemption Price in the form of Bond set forth in this Supplemental Indenture] together with accrued interest to the redemption date (herein referred to as the "Sinking Fund Redemption Price").

Section 6. The Company will at least sixty days prior to each Sinking Fund Payment Date (except in a case where the Sinking Fund Payment due on such date shall have been anticipated in full pursuant to Section 3(b) of this Article) deliver a statement of the Company to the Principal Trustee stating (i) the aggregate principal amount of Bonds of the New Series acquired by the Company which it intends to deliver to the Principal Trustee on such Sinking Fund Payment Date pursuant to Section 3(a)(i) of this Article on account of such Sinking Fund obligation (or on account of all or any part of the unanticipated balance thereof) and otherwise showing compliance with said Section 3(a)(i), and (ii) the amount of net property additions which the Company intends to use as a credit to such Sinking Fund obligation pursuant to Section 3(a)(ii) of this Article.

Section 7. In case credit under this Article is taken in whole or in part on the basis of net property additions, the Company shall comply with all provisions of the Indenture which would be applicable if such net property additions were made the basis of an application for the authentication of bonds as provided in § 3.04 of the Original Indenture except as hereinafter in this Section provided.

In any such case, the Company shall file with the Principal Trustee appropriate documents evidencing compliance with all such applicable provisions; provided, however, that in no such case shall the Company be required to deliver to the Principal Trustee any resolution or documents such as are described in subdivisions (1), (2) and (6) of § 3.06 of the Original Indenture, or any opinions with respect to the authorization of the issuance of bonds by governmental authorities and by the Company and with respect to tax laws applicable to the issuance of bonds, or to comply with any earnings requirements, or, unless the Principal Trustee shall so request, to comply with the requirements of the proviso in subdivision (8) of § 3.06 of the Original Indenture.

Section 8. In case any net property additions shall be utilized as a basis for credit under this Article, the property additions included therein shall forthwith become funded property (as defined in § 1.07 of the Original Indenture), and the engineer's certificate filed with the Principal Trustee pursuant to Section 7 of this Article shall be considered as though it had been filed pursuant to subdivision (3) of § 3.06 of the Original Indenture for the purposes of Clause (A) of said subdivision (3); provided, however, that any net property additions certified in such engineer's certificate in excess of the amount utilized for such credit may be added to, and treated as part of, the "unapplied balance of property additions" (as defined in § 1.05 of the Original Indenture) and be available for any purpose for which the "unapplied balance of property additions" is available under the Indenture, and for the purpose of a credit under this Article. Any certificate executed pursuant to the provisions of § 3.06 of the Original Indenture shall give effect to the provisions of this Section.

Section 9. On each Sinking Fund Payment Date, it shall be the duty of the Principal Trustee to apply the cash paid to it under this Article for the account of the Sinking Fund (hereinafter called "Sinking Fund Cash") to the redemption of Bonds of the New Series at the Sinking Fund Redemption Price. Such redemption, including the selection of the Bonds or portions thereof to be redeemed, shall be carried out in the manner provided in Article 5 of the Original Indenture, and the portion of any Bond of the New Series to be redeemed shall be \$1,000 or a multiple thereof.

Each notice of redemption shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the Principal Trustee in the city of Chicago, Illinois), (iii) the Sinking Fund Redemption Price, (iv) the numbers and principal amount of Bonds of the New Series of each owner to be then redeemed in whole or in part and (v) that on the date fixed for redemption interest on such Bonds of the New Series, or portion of Bonds of the New Series to be redeemed, shall cease.

In case any Bond of the New Series shall be redeemed in part only, said notice shall also specify (i) the principal amount thereof to be redeemed and (ii) that, upon the presentation of such Bond of the New Series for partial redemption, a new Bond or Bonds of the New Series of an aggregate principal amount equal to the unredeemed portion of such Bond of the New Series will be issued in lieu thereof; and in such case the

Company shall execute, and the Principal Trustee shall authenticate and deliver to or upon the written order of the owner of any such Bond of the New Series, at the expense of the Company, a Bond or Bonds of the New Series (but only in authorized denominations) for the principal amount of the unredeemed portion of such Bond of the New Series or, at the option of the owner of such Bond, the Principal Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption.

In case the Company shall fail to give to the Principal Trustee evidence to its satisfaction that notice of redemption as in this Article provided will be given, the Principal Trustee may, at the expense of the Company, give such notice with the same effect as if such notice had been given by the Company as hereinbefore required.

Notice of redemption having been given in the manner hereinabove provided, the Bonds of the New Series (or the specified portions thereof) so to be redeemed shall, on the Sinking Fund Payment Date designated in such notice, become due and payable at the Sinking Fund Redemption Price; and from and after such Sinking Fund Payment Date so designated, interest on the Bonds of the New Series so called for redemption (or in the case of a partial redemption, on the portion thereof to be redeemed) shall cease to accrue, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price.

All Bonds of the New Series redeemed or retired under the provisions of this Article shall forthwith be cancelled, and the Principal Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds of the New Series so cancelled to or upon the written order of the Company.]*P*

ARTICLE IV

Dividends and Similar Distributions.

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

The Trustees.

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

ARTICLE VI

Miscellaneous Provisions.

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

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

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

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

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

Name:
Title:

[Corporate Seal]

Attest:

Name:

Title: Secretary

Signed, sealed and delivered by
The Empire District Electric
Company in the presence of:

Name:

Name:

Harris Trust and Savings Bank,
as Trustee

By _____
Name:
Title: Vice President

[Corporate Seal]

Attest:

Name:
Title: Assistant Secretary
Signed, sealed and delivered by
[
] in the presence of:

Name:

Name:

State Street Bank and
Trust Company of
Missouri, N.A.
as Trustee

By _____
Name:
Title: Vice President

[Corporate Seal]

Attest:

Name:
Title: Secretary

Signed, sealed and delivered by
[_____] in
the presence of:

Name:

Name:

State of Illinois)
 : ss.:
County of Cook)

Be It Remembered, and I do hereby certify, that on the _____ day of _____, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____, Vice President of Harris Trust and Savings Bank, an Illinois-corporation and _____ 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 _____ and _____, being each duly sworn by me, severally deposed and said: that they reside at _____ and _____, 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

[Notarial Seal]

Notary Public

State of Missouri)
 : ss.:
County of _____)

Be It Remembered, and I do hereby certify, that on this day of , before me, a Notary Public in and for the County and State aforesaid, personally appeared Vice President of State Street Bank and Trust Company of Missouri, N.A., a corporation organized under the laws of the United States of America, and , 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 State Street Bank and Trust Company of Missouri, N.A., 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 and , being each duly sworn by me, severally deposed and said: that they reside in [], Missouri; that they were at that time respectively Vice President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the By-Laws of said corporation, and by authority of the Board of Directors thereof.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written.

My commission expires

[Notarial Seal]

Notary Public

LEGEND

The following descriptions correspond to the dates, amounts and other information not contained in this Form of Supplemental Indenture, and are to be determined as appropriate for the series of debentures created under the designed Supplemental Indenture.

- *A* Insert applicable number of the Supplemental Indenture.
- *B* Insert applicable date of the Supplemental Indenture.
- *C* Insert principal amount authorized by applicable Supplemental Indenture.
- *D* Insert applicable interest rate.
- *E* Insert applicable maturity date of series.
- *F* Bracketed information to be included or deleted based on the provisions of the Bonds.
- *G* Insert applicable information concerning preceding Supplemental Indentures.
- *H* Insert applicable interest payment dates.
- *I* Insert first interest payment date.
- *J* Insert applicable record dates.
- *K* Insert initial applicable authentication date.
- *L* Insert applicable date for the first sinking fund redemption including year, month and day.
- *M* Insert applicable annual sinking fund date, month and day.
- *N* Delete or revise to reflect actual redemption provisions, if any.
- *O* Delete or revise provision to reflect actual refunding protection, if any.
- *P* Delete or revise to reflect actual sinking fund provisions, if any.

- *Q* Insert applicable principal amount.
- *R* Insert applicable date.
- *S* Insert applicable principal amount.
- *T* Insert applicable year.
- *U* Insert applicable amount.
- *V* If the Supplemental Indenture relates to Secured Medium-Term Notes, replace bracketed information with "Secured Medium-Term Notes, Series *W*".
- *W* Insert applicable series designation.
- *X* Bracketed information to be included if the Supplemental Indenture relates to Secured Medium-Term Notes.
- *Y* Insert applicable minimum principal amount.
- *Z* Bracketed information will replace preceding sentence if the Supplemental Indenture relates to Secured Medium-Term Notes.

LAW OFFICES OF
ANDERSON, BYRD, RICHESON & FLAHERTY

A Limited Liability Partnership

216 S. HICKORY ST.
P.O. BOX 17
OTTAWA, KS 66067

TELEPHONE
(913) 242-1234

FACSIMILE
(913) 242-1279

☐ Reply to Ottawa Office

602 AMES ST.
P.O. BOX 21
BALDWIN CITY, KS 66006

TELEPHONE
(913) 594-6953

FACSIMILE
(913) 594-3933

September 8, 1997

The Empire District Electric Company
602 Joplin, P. O. Box 127
Joplin, Missouri 64802

Ladies and Gentlemen:

We are acting as counsel for The Empire District Electric Company, a Kansas corporation (the "Company"), in connection with the registration under the Securities Act of 1933, as amended (the "Act"), pursuant to the Company's Registration Statement on Form S-3 (the "Registration Statement"), of up to \$80,000,000 principal amount of shares of the Company's Common Stock, par value \$1.00 (the "New Common Stock"), and the related Preference Stock Purchase Rights (the "Rights") and/or shares of the Company's _____% Cumulative Preferred Stock, par value \$10.00 (the "New Preferred Stock"), and/or one or more series of the Company's _____% First Mortgage Bonds due _____.

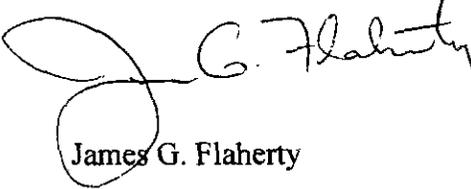
We advise you that in our opinion:

1. The Company is a corporation duly organized and validly existing under the laws of the State of Kansas.
2. When (i) the Registration Statement has become effective under the Act, (ii) the Board of Directors of the Company has adopted the appropriate resolutions, (iii) a Certificate of Designation with respect to the New Preferred Stock, in the form to be filed as an exhibit to the Registration Statement is filed and recorded in accordance with the Kansas General Corporation Code and (iv) the State Corporation Commission of the State of Kansas has issued its order authorizing the issuance and sale of the New Common Stock and/or the New Preferred Stock, the New Common Stock and/or the New Preferred Stock will have been duly authorized, legally issued, fully paid and non-assessable.
3. The issuance of the Rights has been validly authorized by all necessary corporation action on the part of the Company and, when issued in accordance with the Rights Agreement, dated July 26, 1990 between the Company and Chemical Bank, as Rights Agent, will be validly issued.

The Empire District Electric Company
Page 2
September 8, 1997

We hereby consent to the use of a copy of this opinion as an exhibit to said Registration Statement. We also consent to the use of our name and the making of the statements with respect to our firm in the Registration Statement and the Prospectus constituting a part thereof.

Sincerely,



James G. Flaherty

JGF:rr

SPENCER, SCOTT & DWYER, P.C.

ATTORNEYS AT LAW

MERCANTILE BANK BUILDING

402 MAIN STREET

P.O. BOX 278

JOPLIN, MISSOURI 64802-0278

TELEPHONE (417) 623-6211

FAX (417) 624-6981

HAYWOOD SCOTT

1876-1964

A. E. SPENCER, JR.

1902-1964

JOHN W. SCOTT

1906-1996

E. P. DWYER, JR.
FREDERICK H. LAAS
GARY C. LENTZ

ALEXANDER B. CURCHIN
JOHN S. DOLENCE
ROBERT L. GROSS

September 8, 1997

The Empire District Electric Company
602 Joplin Street
Joplin, Missouri 64801

Dear Sirs:

We refer to the proposed issue and sale of up to \$80,000,000 principal of shares of Common Stock, par value \$1.00 and/or shares of ___% Cumulative Preferred Stock, par value \$10.00 and/or ___% First Mortgage Bonds due _____ (the "New Bonds") from time to time, in one or more series, of The Empire District Electric Company (the "Company"), with respect to which the company proposes to file a Registration Statement on Form S-3 with the Securities and Exchange Commission under the Securities Act of 1933.

The New Bonds are to be issued under the Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944, under which Harris Trust and Savings Bank and State Street Bank and Trust Company of Missouri, N.A. act as Trustees, as heretofore supplemented and amended (the "Mortgage"), and as to be supplemented by a supplemental indenture relating to each series of New Bonds (each a "Supplemental Indenture").

We advise you that in our opinion:

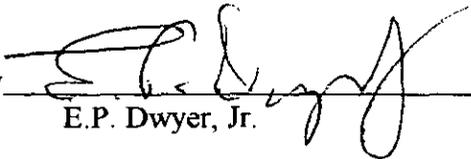
1. The Company is a corporation duly organized and validly existing under the laws of the State of Kansas.
2. When (i) the Registration Statement has become effective under the Securities Act of 1933, (ii) the Board of Directors of the Company has duly adopted appropriate resolutions, (iii) the proposed Supplemental Indenture has been duly executed and delivered, (iv) the New Bonds have been duly issued in accordance with the provisions of the Mortgage and the Supplemental Indenture relating thereto and sold by the Company for cash at a price approved by the Board of Directors, and (v) the State

Corporation Commission of the State of Kansas, the Public Service Commission of the State of Missouri, the Corporation Commission of the State of Oklahoma, and the Arkansas Public Service Commission shall have issued their respective orders authorizing the issuance and sale of the New Bonds and the mortgaging of the property of the company in such States to secure the New Bonds, the New Bonds will have been duly authorized and legally issued and will constitute binding obligations of the Company.

We hereby consent to the use of a copy of this opinion as an exhibit to said Registration Statement. We also consent to the use of our name and the making of the statements with respect to our firm in the Registration Statement and the prospectus constituting a part thereof.

Very truly yours,

SPENCER, SCOTT & DWYER, P.C.

By  _____
E.P. Dwyer, Jr.

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Prospectus constituting part of this Registration Statement on Form S-3 of our report dated January 16, 1997 appearing on page 20 of The Empire District Electric Company's Annual Report on Form 10-K for the year ended December 31, 1996. We also consent to the reference to us under the headings "Experts" in such Prospectus.

Price Waterhouse LLP

PRICE WATERHOUSE LLP
September 8, 1997

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or shares of the Company's Cumulative Preferred Stock and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint Myron W. McKinney and Robert B. Fancher, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 29th day of August, 1997.


G.A. Knapp

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or shares of the Company's Cumulative Preferred Stock and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint Myron W. McKinney and Robert B. Fancher, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 29th day of August, 1997.



V.E. Brill

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or shares of the Company's Cumulative Preferred Stock and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint Myron W. McKinney and Robert B. Fancher, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 29th day of August, 1997.



M.F. Chubb Jr.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or shares of the Company's Cumulative Preferred Stock and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint Myron W. McKinney and Robert B. Fancher, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 14th day of August, 1997.

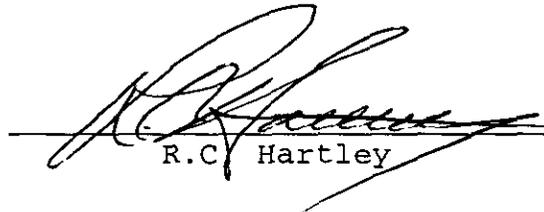


R.D. Hammons

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or shares of the Company's Cumulative Preferred Stock and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint Myron W. McKinney and Robert B. Fancher, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 29th day of August, 1997.


R.C. Hartley

POWER OF ATTORNEY

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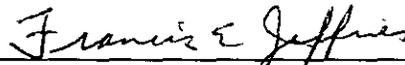
IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 29th day of August, 1997.


J.R. Herschend

POWER OF ATTORNEY

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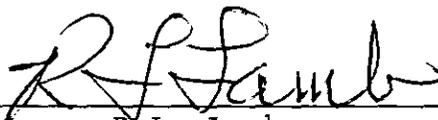


F.E. Jeffries

POWER OF ATTORNEY

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IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 14 day of August, 1997.



R.L. Lamb

POWER OF ATTORNEY

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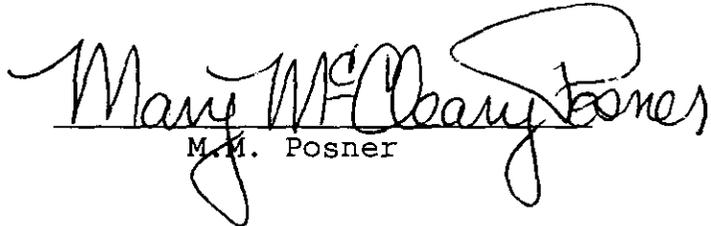


R.E. Mayes

POWER OF ATTORNEY

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IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 29th day of August, 1997.


M.M. Posner

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

Statement of Eligibility
Under the Trust Indenture Act of 1939
of a Corporation Designated to Act as
Trustee

Check if an Application to Determine
Eligibility of a Trustee Pursuant to Section
305(b)(2) _____

HARRIS TRUST AND SAVINGS BANK
(Name of Trustee)

Illinois
(State of Incorporation)

36-1194448
(I.R.S. Employer Identification No.)

111 West Monroe Street; Chicago, Illinois 60603
(Address of principal executive offices)

Frank A. Pierson, Harris Trust and Savings Bank,
111 West Monroe Street, Chicago, Illinois, 60603
312-461-2533
(Name, address and telephone number for agent for service)

EMPIRE DISTRICT ELECTRIC COMPANY
(Name of obligor)

Kansas
(State of Incorporation)

44-0236370
(I.R.S. Employer Identification No.)

602 Joplin Street
Joplin, Missouri 64801
(Address of principal executive offices)

First Mortgage Bonds, _____% Series due _____
(Title of indenture securities)

1. GENERAL INFORMATION. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Commissioner of Banks and Trust Companies, State of Illinois, Springfield, Illinois; Chicago Clearing House Association, 164 West Jackson Boulevard, Chicago, Illinois; Federal Deposit Insurance Corporation, Washington, D.C.; The Board of Governors of the Federal Reserve System, Washington, D.C.

(b) Whether it is authorized to exercise corporate trust powers.

Harris Trust and Savings Bank is authorized to exercise corporate trust powers.

2. AFFILIATIONS WITH OBLIGOR. If the Obligor is an affiliate of the Trustee, describe each such affiliation.

The Obligor is not an affiliate of the Trustee.

3. thru 15.

NO RESPONSE NECESSARY

16. LIST OF EXHIBITS.

1. A copy of the articles of association of the Trustee is now in effect which includes the authority of the trustee to commence business and to exercise corporate trust powers.

A copy of the Certificate of Merger dated April 1, 1972 between Harris Trust and Savings Bank, HTS Bank and Harris Bankcorp, Inc. which constitutes the articles of association of the Trustee as now in effect and includes the authority of the Trustee to commence business and to exercise corporate trust powers was filed in connection with the Registration Statement of Louisville Gas and Electric Company, File No. 2-44295, and is incorporated herein by reference.

2. A copy of the existing by-laws of the Trustee.

A copy of the existing by-laws of the Trustee was filed in connection with the Registration Statement of Commercial Federal Corporation, File No. 333-20711, and is incorporated herein by reference.

3. The consents of the Trustee required by Section 321(b) of the Act.

(included as Exhibit A on page 2 of this statement)

4. A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority.

(included as Exhibit B on page 3 of this statement)

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the Trustee, HARRIS TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Chicago, and State of Illinois, on the 28th day of August, 1997.

HARRIS TRUST AND SAVINGS BANK

By: 
Frank A. Pierson
Vice President

EXHIBIT A

The consents of the trustee required by Section 321(b) of the Act.

Harris Trust and Savings Bank, as the Trustee herein named, hereby consents that reports of examinations of said trustee by Federal and State authorities may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

HARRIS TRUST AND SAVINGS BANK

By: 
Frank A. Pierson
Vice President

Attached is a true and correct copy of the statement of condition of Harris Trust and Savings Bank as of March 31, 1997, as published in accordance with a call made by the State Banking Authority and by the Federal Reserve Bank of the Seventh Reserve District.



HARRIS BANK

Harris Trust and Savings Bank
 111 West Monroe Street
 Chicago, Illinois 60603

of Chicago, Illinois, And Foreign and Domestic Subsidiaries, at the close of business on March 31, 1997, a state banking institution organized and operating under the banking laws of this State and a member of the Federal Reserve System. Published in accordance with a call made by the Commissioner of Banks and Trust Companies of the State of Illinois and by the Federal Reserve Bank of this District.

Bank's Transit Number 71000288

ASSETS	THOUSANDS OF DOLLARS
<i>Cash and balances due from depository institutions:</i>	
<i>Non-interest bearing balances and currency and coin.....</i>	\$1,594,951
<i>Interest bearing balances.....</i>	\$620,847
<i>Securities:.....</i>	
<i>a. Held-to-maturity securities</i>	\$0
<i>b. Available-for-sale securities</i>	\$3,674,321
<i>Federal funds sold and securities purchased under agreements to resell in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBF's:</i>	
<i>Federal funds sold.....</i>	\$447,375
<i>Securities purchased under agreements to resell.....</i>	\$0
<i>Loans and lease financing receivables:</i>	
<i>Loans and leases, net of unearned income.....</i>	\$8,499,011
<i>LESS: Allowance for loan and lease losses.....</i>	\$110,978
 <i>Loans and leases, net of unearned income, allowance, and reserve (item 4. a minus 4. b).....</i>	 \$8,388,033
<i>Assets held in trading accounts.....</i>	\$126,309
<i>Premises and fixed assets (including capitalized leases).....</i>	\$188,993
<i>Other real estate owned.....</i>	\$446
<i>Investments in unconsolidated subsidiaries and associated companies.....</i>	\$53
<i>Customer's liability to this bank on acceptances outstanding.....</i>	\$66,859
<i>Intangible assets.....</i>	\$292,918
<i>Other assets.....</i>	\$495,997
 TOTAL ASSETS	 <u>\$15,897,102</u>

LIABILITIES

<i>Deposits:</i>	
<i>In domestic offices.....</i>	\$8,252,773
<i>Non-interest bearing.....</i>	\$3,414,150
<i>Interest bearing.....</i>	\$4,838,623
<i>In foreign offices, Edge and Agreement subsidiaries, and IBF's.....</i>	\$1,989,792
<i>Non-interest bearing.....</i>	\$54,391
<i>Interest bearing.....</i>	\$1,935,401
<i>Federal funds purchased and securities sold under agreements to repurchase in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBF's:</i>	
<i>Federal funds purchased. & securities sold under agreements to repurchase.....</i>	\$2,896,616
<i>Trading Liabilities</i>	
	81,381
<i>Other borrowed money:.....</i>	
<i>a. With remaining maturity of one year or less</i>	\$991,442
<i>b. With remaining maturity of more than one year</i>	\$0
<i>Bank's liability on acceptances executed and outstanding</i>	
	\$66,859
<i>Subordinated notes and debentures.....</i>	
	\$310,000
<i>Other liabilities.....</i>	
	\$138,427
 TOTAL LIABILITIES	 <u>\$14,727,290</u>

EQUITY CAPITAL

<i>Common stock.....</i>	\$100,000
<i>Surplus.....</i>	\$600,566
<i>a. Undivided profits and capital reserves.....</i>	\$519,518
<i>b. Net unrealized holding gains (losses) on available-for-sale securities</i>	(\$50,272)
 TOTAL EQUITY CAPITAL	 <u>\$1,169,812</u>
 <i>Total liabilities, limited-life preferred stock, and equity capital.....</i>	 <u>\$15,897,102</u>

I, Steve Neudecker, Vice President of the above-named bank, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the Board of Governors of the Federal Reserve System and is true to the best of my knowledge and belief.

STEVE NEUDECKER
4/30/97

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and, to the best of our knowledge and belief, has been prepared in conformance with the instructions issued by the Board of Governors of the Federal Reserve System and the Commissioner of Banks and Trust Companies of the State of Illinois and is true and correct.

EDWARD W. LYMAN,
ALAN G. McNALLY,
MARIBETH S. RAHE

Directors.

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

STATEMENT OF ELIGIBILITY UNDER THE
TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

Check if an Application to Determine Eligibility
of a Trustee Pursuant to Section 305(b)(2)

STATE STREET BANK AND TRUST COMPANY OF MISSOURI, N.A.
(Exact name of trustee as specified in its charter)

U.S. national bank
(Jurisdiction of incorporation or
organization if not a U.S. national bank)

43-1745664
(I.R.S. Employer
Identification No.)

127 West 10th Street, Kansas City, Missouri
(Address of principal executive offices)

64105
(Zip Code)

Susan James, Vice President
State Street Bank and Trust Company of Missouri, N.A.
211 North Broadway, Suite 3900
St. Louis, Missouri 63102

(Name, address and telephone number of agent for service)

THE EMPIRE DISTRICT ELECTRIC COMPANY
(Exact name of obligor as specified in its charter)

Kansas
(State or other jurisdiction of
incorporation or organization)

44-0236370
(I.R.S. Employer
Identification No.)

602 Joplin Street
Joplin, Missouri 64801
(Address of principal executive offices) (Zip Code)

First Mortgage Bonds, ___% Series ___ Due _____
(Title of indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervisory authority to which it is subject.

Comptroller of the Currency of the United States, Washington, D.C.

Item 2. Affiliations with Obligor.

If the Obligor is an affiliate of the trustee, describe each such affiliation.

The obligor is not an affiliate of the trustee or of its parent, State Street Bank and Trust Company.

(See note on page 2.)

Item 3. through Item 15. Not applicable.

Item 16. List of Exhibits.

List below all exhibits filed as part of this statement of eligibility.

1. A copy of the articles of association of the trustee as now in effect.

A copy of the articles of association of the Trustee, as now in effect, is attached hereto as Exhibit 1 and made a part hereof.

2. A copy of the certificate of authority of the trustee to commence business, if not contained in the articles of association.

A copy of the certificate of the Comptroller of the Currency authorizing the trustee to commence the business of banking as a national banking association is attached hereto as Exhibit 2 and made a part hereof.

3. A copy of the authorization of the trustee to exercise corporate trust powers, if such authorization is not contained in the documents specified in paragraph (1) or (2), above.

A copy of the certificate of the Comptroller of the Currency dated September 15, 1995 authorizing the trustee to exercise corporate trust powers is attached hereto as Exhibit 3 and made a part hereof.

4. A copy of the existing by-laws of the trustee, or instruments corresponding thereto.

A copy of the existing amended and restated by-laws of the trustee is attached hereto as Exhibit 4

5. A copy of each indenture referred to in Item 4. if the obligor is in default.

Not applicable.

6. The consents of United States institutional trustees required by Section 321(b) of the Act.

The consent of the trustee required by Section 321 (b) of the Act is annexed hereto as Exhibit 6 and made a part hereof.

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority is annexed hereto as Exhibit 7 and made a part hereof.

NOTES

In answering any item of this Statement of Eligibility and Qualification which relates to matters peculiarly within the knowledge of the obligor or any underwriter for the obligor, the trustee has relied upon information furnished to it by the obligor and the underwriters, and the trustee disclaims responsibility for the accuracy or completeness of such information.

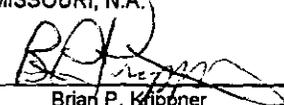
The answer furnished to Item 2. of this statement will be amended, if necessary, to reflect any facts which differ from those stated and which would have been required to be stated if known at the date hereof.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, State Street Bank and Trust Company of Missouri N. A., a national banking association existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of St. Louis and the State of Missouri, on the 3rd day of September, 1997.

STATE STREET BANK AND TRUST COMPANY
OF MISSOURI, N.A.

By: _____


Brian P. Kippner
Vice President

ARTICLES OF ASSOCIATION

OF

STATE STREET BANK AND TRUST COMPANY OF MISSOURI,NATIONAL ASSOCIATION

For the purpose of organizing an Association to carry on the business of a limited purpose trust company under the laws of the United States, the undersigned do enter into the following Articles of Association:

FIRST. The title of this Association shall be State Street Bank and Trust Company of Missouri, National Association.

SECOND. The Main Office of the Association shall be in the City of Kansas City, County of Jackson, State of Missouri. The business of the Association will be limited to the operations of a national trust company and to support activities incidental thereto. The Association will not expand or alter its business beyond that stated in this Article Second without the prior approval of the Comptroller of the Currency.

THIRD. The Board of Directors of this Association shall consist of not less than five nor more than twenty-five shareholders, the exact number to be fixed and determined from time to time by resolution of a majority of the full Board of Directors or by resolution of the shareholders at any annual or special meeting thereof. Each Director, during the full term of his or her directorship, shall own a minimum of \$1,000 aggregate par value of stock of this Association or a minimum par, market value or equity interest of \$1,000 of stock in the bank holding company controlling this Association.

Any vacancy in the Board of Directors may be filled by action of the Board of Directors; provided, however, that a majority of the full Board of Directors may not increase the number of Directors to a number which: (1) exceeds by more than two the number of Directors last elected by shareholders where the number was 15 or less; and (2) exceeds by more than four the number of Directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25.

Terms of Directors, including Directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which Directors are elected, unless the Directors resign or are removed from office. Despite the expiration of a Director's term, the Director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of Directors and his or her position is eliminated.

FOURTH. There shall be an annual meeting of the shareholders to elect Directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place as the Board of Directors may designate, on the day of each year specified therefore in the By-laws, but if no election is held on that day, it may be held on any subsequent day according to such lawful rules as may be prescribed by the Board of Directors.

Nominations for election to the Board of Directors may be made by the Board of Directors or by any shareholder of any outstanding class of capital stock of this Association entitled to vote for election of Directors. Nominations other than those made by or on behalf of the existing management shall be made in writing and be delivered or mailed to the president of this Association and to the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of Directors; provided, however, that if less than 21 days notice of the meeting is given to the shareholders, such nominations shall be mailed or delivered to the president of this Association and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder: the name and address of each proposed nominee; the principal occupation of each proposed nominee; the total number of shares of capital stock of this Association that will be voted for each proposed nominee; the name and residence address of the notifying shareholder; and the number of shares of capital stock of this Association owned by the notifying shareholder. Nominations not made in accordance herewith may, in his or her discretion, be disregarded by the chairperson of the meeting, and upon his or her instructions, the vote tellers may disregard all votes cast for each such nominee.

FIFTH. The authorized amount of capital stock of this Association shall be 1,000,000 shares of common stock of the par value of one dollar (\$1) each; but said capital stock may be increased or decreased from time to time, in accordance with the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of this Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of this Association, whether now or hereafter authorized, or to any obligations convertible into stock of this Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the Board of Directors, in its discretion may from time to time determine and at such price as the Board of Directors may from time to time fix.

Transfers of the Association's capital stock are subject to the prior approval of a federal depository institution regulatory agency. If no other agency approval is required, the Comptroller

Date 5/2/95

of the Currency's approval shall be obtained prior to the transfers. In such cases where the Comptroller of the Currency approval is required, the Comptroller of the Currency will apply the definitions and standards set forth in the Change in Bank Control Act and the Comptroller of the Currency's implementing regulation (12 U.S.C. 1817(j) and 12 C.F.R. 5.50) to ownership changes in the Association.

This Association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.

SIXTH. The Board of Directors shall appoint one of its members President of this Association, who shall be Chairperson of the Board, unless the Board appoints another director to be the Chairperson. The Board of Directors shall have the power to appoint one or more Vice Presidents; and to appoint a Cashier and such other officers and employees as may be required to transact the business of this Association.

The Board of Directors shall have the power to define the duties of the officers and employees of this Association; to fix the salaries to be paid to the officers and employees; to dismiss officers and employees; to require bonds from officers and employees and to fix the penalty thereof; to regulate the manner in which any increase of the capital of this Association shall be made; to manage and administer the business and affairs of this Association; to make all By-laws that it may be lawful for the Board of Directors to make; and generally to do and perform all acts that it may be legal for a Board of Directors to do and perform.

SEVENTH. The Board of Directors shall have the power to change the location of the main office to any other place within the limits of the City of Kansas City, without the approval of the shareholders, and shall have the power to establish or change the location of any branch or branches of this Association to any other location, without the approval of the shareholders.

EIGHTH. The corporate existence of this Association shall continue until terminated in accordance with the laws of the United States.

NINTH. The Board of Directors of this Association, or any shareholder owning, in the aggregate, not less than ten percent of the stock of this Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of the United States, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address as shown upon the books of this Association.

TENTH. This Association shall to the fullest extent legally permissible indemnify each person who is or was a director, officer, employee or other agent of this Association and each person who is or was serving at the request of this Association as a director, trustee, officer, employee or other agent of another organization or of any partnership, joint venture, trust, employee benefit plan or other enterprise or organization against all liabilities, costs and expenses, including but not limited to amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements, reasonably incurred by him in connection with the defense or disposition of or otherwise in connection with or resulting from any action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee, agent or trustee, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation (any person serving another organization in one or more of the indicated capacities at the request of this Association who shall not have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of such other organization shall be deemed so to have acted in good faith with respect to the National Trust Company) or to the extent that such matter relates to service with respect to an employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan. Expenses, including but not limited to counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding, shall be paid from time to time by this Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder.

As to any matter disposed of by settlement by any such person, pursuant to a consent decree or otherwise, no such indemnification either for the amount of such settlement or for any other expenses shall be provided unless such settlement shall be approved as in the best interests of the National Trust Company, after notice that it involves such indemnification, (a) by vote of a majority of the disinterested directors then in office (even though the disinterested directors be less than a quorum), or (b) by any disinterested person or persons to whom the question may be referred by vote of a majority of such disinterested directors, or (c) by vote of the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock

owned by any interested person, or (d) by any disinterested person or persons to whom the question may be referred by vote of the holders of a majority of such stock. No such approval shall prevent the recovery from any such director, officer, employee, agent or trustee of any amounts paid to him or on his behalf as indemnification in accordance with the preceding sentence if such person is subsequently adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of this Association. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee, agent or trustee may be entitled or which may lawfully be granted to him. As used herein, the terms "director", "officer", "employee", "agent" and "trustee" include their respective executors, administrators and other legal representatives, an "interested" person is one against whom the action, suit or other proceeding in question or another action, suit or other proceeding on the same or similar grounds is then or had been pending or threatened, and a "disinterested" person is a person against whom no such action, suit or other proceeding is then or had been pending or threatened. By action of the board of directors, notwithstanding any interest of the directors in such action, this Association may purchase and maintain insurance, in such amounts as the board of directors may from time to time deem appropriate, on behalf of any person who is or was a director, officer, employee or other agent of this Association, or is or was serving at the request of this Association as a director, trustee, officer, employee or other agent of another organization or of any partnership, joint venture, trust, employee benefit plan or other enterprise or organization against any liability incurred by him in any such capacity, or arising out of his status as such, whether or not this Association would have the power to indemnify him against such liability.

Nothing contained in this Article Tenth shall be construed to (i) allow the indemnification of or insurance coverage for a director, trustee, officer, employee or agent of this Association against expenses, penalties or other payments incurred in an administrative action instituted by an appropriate bank regulatory agency which results in a final order assessing civil money penalties or requires the payment of money to the Association, or (ii) exceed the provisions of Massachusetts General Laws, chapter 156B, section 67, as in effect from time to time.

ELEVENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount.

TWELFTH. This Association may be a partner in any business or enterprise which this Association would have power to conduct by itself.

Date 5/3/95

IN WITNESS WHEREOF, we have hereunto set our hands this
37th day of April, 1995.

Marshall N. Carter

Marshall N. Carter

David A. Spina

David A. Spina

A. Edward Allinson

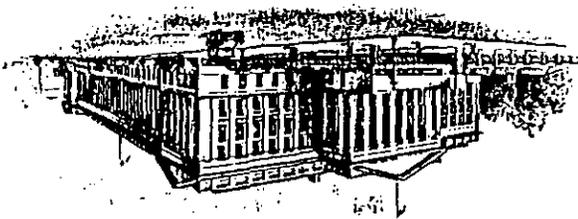
A. Edward Allinson

Ronald E. Logue
Ronald E. Logue

John R. Towers
John R. Towers

Comptroller of the Currency

TREASURY DEPARTMENT



OF THE UNITED STATES

Washington, D.C.

Whereas, satisfactory evidence has been presented to the Comptroller of the Currency that

"STATE STREET BANK AND TRUST COMPANY OF MISSOURI, NATIONAL ASSOCIATION"

located in KANSAS CITY, State of MISSOURI has complied with all provisions

of the Statute of the United States required to be complied with before being authorized to commence the business of banking as a National Banking Association;

Now, therefore, I hereby certify that the above-named association is authorized to commence the business of banking as a National Banking Association.

In testimony whereof, I have hereunto set my hand and seal of office this FIFTEENTH day of SEPTEMBER 1995.

Edw. K. Borgers

District Administrator
Comptroller of the Currency

Charte No. 22874

Comptroller of the Currency
Administrator of National Banks

Northeastern District
1114 Avenue of the Americas, Suite 3900
New York, New York 10036

TRUST PERMIT

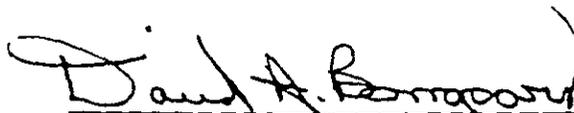
WHEREAS, State Street Bank and Trust Company of Missouri, National Association, located in Kansas City, state of Missouri, being a National Banking Association, organized under the statutes of the United States, has made application for authority to act as fiduciary;

AND WHEREAS, applicable provisions of the statutes of the United States authorize the grant of such authority;

NOW THEREFORE, I hereby certify that the said association is authorized to act in all fiduciary capacities permitted by such statutes.

IN TESTIMONY WHEREOF, witness my signature and seal of Office this 15th day of September, 1995.

CHARTER NO. 22874


DAVID A. BOMGAARS
District Administrator

****OCC SEAL****

STATE STREET BANK AND TRUST COMPANY OF MISSOURI,
NATIONAL ASSOCIATION

AMENDED AND RESTATED
BY-LAWS

ARTICLE I

Meetings of Shareholders

Section 1.1 Annual Meeting. The regular annual meeting of the shareholders to elect directors and transact whatever other business may properly come before the meeting, shall be held at the Main Office of the National Trust Company, in the City of Kansas City, State of Missouri or such other places as the Board of Directors may designate, at 10 o'clock, on the fourth Wednesday of April of each year. Notice of such meeting shall be mailed, postage prepaid, at least ten days prior to the date thereof, addressed to each shareholder at his/her address appearing on the books of the National Trust Company. If, for any cause, an election of directors is not made on that day, the Board of Directors shall order the election to be held on some subsequent day, as soon thereafter as practicable, according to the provisions of law; and notice thereof shall be given in the manner herein provided for the annual meeting.

Section 1.2. Special Meetings. Except as otherwise specifically provided by statute, special meetings of the shareholders may be called for any purpose at any time by the Board of Directors or by any shareholder owning, in the aggregate, not less than 10 percent of the stock of the National Trust Company. Every such special meeting, unless otherwise provided by law, shall be called by mailing, postage prepaid, not less than ten days prior to the date fixed for such meeting, to each shareholder at his address appearing on the books of the National Trust Company a notice stating the purpose of the meeting.

Section 1.3. Nominations for Director. Nominations for election to the Board of Directors may be made by the Board of Directors or by any shareholder of any outstanding class of capital stock of the National Trust Company entitled to vote for the election of directors. Nominations, other than those made by

or on behalf of the existing management of the National Trust Company, shall be made in writing and shall be delivered or mailed to the President of the National Trust Company and to the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors, provided however, that if less than 21 days' notice of the meeting is given to shareholders, such nomination shall be mailed or delivered to the President of the National Trust Company and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

(a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; (c) the total number of shares of capital stock of the National Trust Company that will be voted for each proposed nominee; (d) the name and residence address of the notifying shareholder; and (e) the number of shares of capital stock of the National Trust Company owned by the notifying shareholder. Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the Chairperson of the meeting, and upon his/her instructions, the vote tellers may disregard all votes cast for each such nominee.

Section 1.4. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing, but no officer or employee of this National Trust Company shall act as proxy. Proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting. Proxies shall be dated and shall be filed with the records of the meeting.

Section 1.5. Quorum. A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, unless otherwise provided by law; but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the Articles of Association.

ARTICLE II

Directors

Section 2.1 Board of Directors. The Board of Directors shall have the power to manage and administer the business and affairs of the National Trust Company. Except as expressly limited by law, all corporate powers of the National Trust Company shall be vested in and may be exercised by the Board of Directors.

Section 2.2 Number. the Board of Directors shall consist of not less than five nor more than twenty-five shareholders, the exact number within such minimum and maximum limits to be fixed and determined from time to time by resolution of a majority of the full Board or by resolution of the shareholders at any meeting thereof.

Section 2.3. Organization Meeting. The Cashier, upon receiving the results of any election, shall notify the directors-elect of their election and of the time at which they are required to meet at the Main Office of the National Trust Company to organize the new Board and elect and appoint officers of the National Trust Company for the succeeding year. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within thirty days thereof. If, at the time fixed for such meeting, there shall not be a quorum present, the Directors present may adjourn the meeting, from time to time, until a quorum is obtained.

Section 2.4. Regular Meetings. Regular Meetings of the Board of Directors shall be held, without notice, at least once in each quarter on such days and at such hours as the Directors may from time to time determine. When any regular meeting of the Board falls upon a holiday, the meeting shall be held on the next banking business day unless the Board shall designate some other day. (Amended 1/1/97)

Section 2.5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of the National Trust Company, or at the request of three or more directors. Each member of the Board of Directors shall be given notice stating the time and place, by telegram, letter, or in person, of each such special meeting.

Section 2.6. Quorum. A majority of the directors shall constitute a quorum at any meeting, except when otherwise provided by law; but a less number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice.

Section 2.7. Vacancies. When any vacancy occurs among the directors, the remaining members of the Board, in accordance with the laws of the United States, may appoint a director to fill such vacancy at any regular meeting of the Board, or at a special meeting called for that purpose in conformance with Section 2.2 of this Article.

Section 2.8. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 2.9. Meeting by Telecommunications. Members of the Board of Directors or any committee elected thereby may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Committees of the Board

Section 3.1. Investment Committee. There shall be an Investment Committee composed of not less than two Directors, appointed by the Board annually or more often. The Investment Committee shall have the power to insure adherence to Investment Policy, to recommend amendments thereto, to purchase and sell securities, to exercise authority regarding investments and to exercise, when the Board is not in session, all other powers of the Board regarding investment securities that may be lawfully delegated. The Investment Committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the Board of Directors at which a quorum is present, and any action taken by the Board with respect thereto shall be

entered in the minutes of the Board.

Section 3.2. Examining Committee. There shall be an Examining Committee composed of not less than two directors, exclusive of any active officers, appointed by the Board annually or more often, whose duty it shall be to make an examination at least once during each calendar year into the affairs of the National Trust Company or cause suitable examinations to be made by auditors responsible only to the Board of Directors and to report the result of such examination in writing to the Board at the next regular meeting thereafter. Such report shall state whether the National Trust Company is in a sound condition, and whether adequate internal controls and procedures are being maintained and shall recommend to the Board of Directors such changes in the manner of conducting the affairs of the National Trust Company as shall be deemed advisable. (Amended 8/5/97)

Section 3.3. Other Committees. The Board of Directors may appoint, from time to time, from its own members, other committees of one or more persons, for such purposes and with such powers as the Board may determine. However, a committee may not authorize distribution of assets or dividends; approve action required to be approved by shareholders; fill vacancies on the board of directors or any of its committees; amend articles of association; adopt, amend or repeal by-laws; or authorize or approve issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares.

ARTICLE IV

Officers and Employees

Section 4.1. Chairperson of the Board. The Board of Directors shall appoint one of its members to be Chairperson of the Board to serve at its pleasure. Such person shall preside at all meetings of the Board of Directors. The Chairperson of the Board shall supervise the carrying out of the policies adopted or approved by the Board; shall have general executive powers, as well as the specific powers conferred by these Bylaws; and shall also have and may exercise such further powers and duties as from time to time may be conferred upon, or assigned by the Board of Directors.

Section 4.2. President. The Board of Directors shall appoint one of its members to be President of the National Trust Company. In the absence of the Chairperson, the President shall preside at any meeting of the Board. The President shall have general executive powers, and shall have and may exercise any and all other powers and duties pertaining by law, regulations, or practice, to the Office of President, or imposed by these Bylaws. The President shall also have and may exercise such further powers and duties as from time to time may be conferred, or assigned by the Board of Directors.

Section 4.3. Vice President. The Board of Directors may appoint one or more Vice Presidents. Each Vice President shall have such powers and duties as may be assigned by the Board of Directors. One Vice President shall be designated by the Board of Directors, in the absence of the President, to perform all the duties of the President.

Section 4.4. Secretary. The Board of Directors shall appoint a Secretary, Cashier, or other designated officer who shall be Secretary of the Board and of the National Trust Company, and shall keep accurate minutes of all meetings. The Secretary shall attend to the giving of all notices required by these Bylaws to be given; shall be custodian of the corporate seal, records, documents and papers of the National Trust Company; shall provide for the keeping of proper records of all transactions of the National Trust Company; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the Office of Cashier, or imposed by these Bylaws; and shall also perform such other duties as may be assigned from time to time, by the Board of Directors.

Section 4.5. Other Officers. The Board of Directors may appoint one or more Executive Vice Presidents, Senior Vice Presidents, Assistant Vice Presidents, one or more Assistant Secretaries, one or more Assistant Cashiers, one or more Managers and Assistant Managers of offices and such other officers and attorneys in fact as from time to time may appear to the Board of Directors to be required or desirable to transact the business of the National Trust Company. Such officers shall respectively exercise such powers and perform such duties as pertain to the several offices, or as may be conferred upon, or assigned to, them by the Board of Directors, the Chairperson of the Board, or the President. The Board of Directors may authorize an officer to appoint one or more officers or assistant officers.

Section 4.6. Tenure of Office. The President and all other officers shall hold office for the current year for which the Board was elected, unless they shall resign, become disqualified, or be removed; and any vacancy occurring in the Office of President shall be filled promptly by the Board of Directors.

Section 4.7. Resignation. An officer may resign at any time by delivering notice to the National Trust Company. A resignation is effective when the notice is given unless the notice specifies a later effective date.

ARTICLE V

Fiduciary Activities

Section 5.1. Trust Department. There shall be a department of the National Trust Company known as the Trust Department that shall perform the fiduciary responsibilities of the National Trust Company.

Section 5.2. Trust Officer. There shall be a Trust Officer of this National Trust Company whose duties shall be to manage, supervise and direct all the activities of the Trust Department. Such persons shall do or cause to be done all things necessary or proper in carrying on the business of the Trust Department according to provisions of law and applicable regulations; and shall act pursuant to opinion of counsel where such opinion is deemed necessary. Opinions of counsel shall be retained on file in connection with all important matters pertaining to fiduciary activities. The Trust Officer shall be responsible for all assets and documents held by the National Trust Company in connection with fiduciary matters.

The Board of Directors may appoint other trust officers of the Trust Department, as it may deem necessary, with such duties as may be assigned.

Section 5.3. Trust Investment Committee. There shall be a Trust Investment Committee of this National Trust Company composed of not less than two members, who shall be capable and experienced officers or directors of the National Trust Company. All investments of funds held in a fiduciary capacity shall be made, retained or disposed of only with the approval of the Trust

Investment Committee, and the Committee shall keep minutes of all its meetings, showing the disposition of all matters considered and passed upon by it. The Committee shall, promptly after the acceptance of an account for which the National Trust Company has investment responsibilities, review the assets thereof, to determine the advisability of retaining or disposing of such assets. The Committee shall conduct a similar review at least once during each calendar year thereafter and within 15 months of the last such review. A report of all such reviews, together with the action taken as a result thereof, shall be noted in the minutes of the Committee.

Section 5.4. Trust Audit Committee. The Board of Directors shall appoint a committee of not less than two directors, exclusive of any active officer of the National Trust Company, which shall, at least once during each calendar year make suitable audits of the Trust Department or cause suitable audits to be made by auditors responsible only to the Board of Directors, and at such time shall ascertain whether the Department has been administered according to law, Part 9 of the Regulations of the Comptroller of the Currency, and sound fiduciary principles. (Amended 8/5/97)

Section 5.5. Fiduciary Files. There shall be maintained in the Trust Department files all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 5.6. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and local law. Where such instrument does not specify the character and class of investments to be made and does not vest in the National Trust Company a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under local law.

ARTICLE VI

Stock and Stock Certificates

Section 6.1. Transfers. Shares of stock shall be transferable on the books of the National Trust Company, and a transfer book shall be kept in which all transfers of stock shall

be recorded. Every person becoming a shareholder by such transfer shall, in proportion to his shares, succeed to all rights of the prior holder of such shares.

Section 6.2. Stock Certificates. Certificates of stock shall bear the signature of the President (which may be engraved, printed or impressed), and shall be signed manually or by facsimile process by the Secretary, Assistant Secretary, Cashier, Assistant Cashier, or any other officer appointed by the Board of Directors for that purpose, to be known as an Authorized Officer, and the seal of the National Trust Company shall be engraved thereon. Each certificate shall recite on its face that the stock represented thereby is transferable only upon the books of the National Trust Company properly endorsed.

ARTICLE VII

Corporate Seal

The President, the Cashier, the Secretary or any Assistant Cashier or Assistant Secretary, or other officer thereunto designated by the Board of Directors, shall have authority to affix the corporate seal to any document requiring such seal, and to attest the same. Such seal shall be substantially in the following form:

ARTICLE VIII

Miscellaneous Provisions

Section 8.1. Fiscal Year. The Fiscal Year of the National Trust Company shall be the calendar year.

Section 8.2. Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted in behalf of the National Trust Company by the Chairperson of the Board, or the President, or any Executive Vice President, or any Vice President, or the Secretary, or the Cashier. Any such instruments may also be executed,

acknowledged, verified, delivered or accepted in behalf of the National Trust Company in such other manner and by such other officers as the Board of Directors may from time to time direct. The provisions of this Section 8.2. are supplementary to any other provision of these Bylaws.

Section 8.3. Records. The Articles of Association, the By-laws and the proceedings of all meetings of the shareholders, the Board of Directors, and standing committees of the Board, shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary, Cashier or other Officer appointed to act as Secretary of the meeting.

ARTICLE IX

By-laws

Section 9.1 Inspection. A copy of the By-laws, with all amendments thereto, shall at all times be kept in a convenient place at the Main Office of the National Trust Company, and shall be open for inspection to all shareholders, during banking hours.

Section 9.2. Amendments. The By-laws may be amended, altered or repealed, at any regular meeting of the Board of Directors, by a vote of a majority of the total number of the Directors.

EXHIBIT 6

CONSENT OF THE TRUSTEE

Pursuant to the requirements of Section 321(b) of the Trust Indenture Act of 1939, as amended, in connection with the proposed issuance by The Empire District Electric Company of its First Mortgage Bonds, __% Series __ Due _____, we hereby consent that reports of examination by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

STATE STREET BANK AND TRUST COMPANY
OF MISSOURI N.A.

By: _____

Brian P. Krippner
Vice President

Dated: September 3, 1997

EXHIBIT 7

State Street Bank & Trust Company of Missouri, N.A.
Consolidated Statement of Condition
Jun-97

Assets

Cash and Due from Bank	\$ 223,527
Total Investment Securities	292,500
Total Premises and Equipment	11,178
Accrued Income Receivable	579,277
Other Assets	11,282
Goodwill Net	<u>8,670,678</u>
Total Assets	<u>\$ 9,788,441</u>

Liabilities

Accrued Tax and Other	(13,979)
Unearned Revenue	<u>269,222</u>
Total Liabilities	<u>\$ 255,243</u>

Stockholders Equity

Common Stock	500,000
Paid In Surplus	9,250,000
Retained Earnings	<u>(216,802)</u>
Total Stockholders Equity	<u>\$ 9,533,198</u>
Total Liabilities and Stockholders Equity	<u>\$ 9,788,441</u>