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September 16, 1997

FILED

SEP 16 1997

**MISSOURI
PUBLIC SERVICE COMMISSION**

Mr. Cecil Wright
Executive Secretary
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Re: In the matter of the application of The Empire District Electric Company for authority to issue and sell under its existing Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, as amended and supplemented, up to and including \$80,000,000 principal amount of its First Mortgage Bonds, in one or more series and to, among other things, execute and deliver a Supplemental Indenture or Indentures to provide for the terms of said Bonds. Case No. EF 98-120

Dear Mr. Wright:

Enclosed is an original and fourteen (14) copies of an **Application** for filing with the Commission. I would appreciate it if you would see that the copies of the Application are distributed to the appropriate Commission personnel. A copy of this Application is being delivered to the Office of the Public Counsel this date.

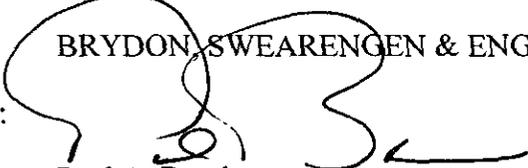
I have enclosed an extra copy which I request that you stamp "Filed" and return to the person delivering it to you.

Thank you in advance for your attention in this matter.

Sincerely,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:


Paul A. Boudreau

PAB:db
enc.

cc: Office of the Public Counsel

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED

SEP 16 1997

MISSOURI
PUBLIC SERVICE COMMISSION

In the matter of the application of The)
Empire District Electric Company for)
authority to issue and sell under its)
existing Indenture of Mortgage and Deed of)
Trust dated as of September 1, 1944, as)
amended and supplemented, up to and)
including \$80,000,000 principal amount of)
its First Mortgage Bonds, in one or more)
series and to, among other things, execute)
and deliver a Supplemental Indenture or)
Indentures to provide for the terms of said)
Bonds.)

Case No. EF- 98-120

APPLICATION

Comes now The Empire District Electric Company (hereinafter "Empire") pursuant to §§ 393.180 and 393.190, RSMo 1986, as amended, and 4 C.S.R. 240-2.060(8) and for its application to the Missouri Public Service Commission (hereinafter "Commission") states:

1. That Empire is a Kansas corporation with its principal office and place of business at 602 Joplin Street, Joplin, Missouri 64801; that Empire is qualified to conduct business and is conducting business in Kansas as well as in the states of Missouri, Arkansas and Oklahoma, and is engaged, generally, in the business of generating, purchasing, transmitting, distributing and selling electric energy in portions of said states; that Empire also provides water service in Missouri; that Empire's Missouri operations are subject to the jurisdiction of the Commission as provided by law.

2. That all communications, notices, orders and decisions respecting this application and proceeding should be addressed to:

Myron W. McKinney, President and Chief Executive Officer
The Empire District Electric Company
602 Joplin Street
Joplin, Missouri 64801
(417) 625-5100

Paul A. Boudreau
Brydon, Swearingen & England P. C.
312 East Capitol Avenue
P. O. Box 456
Jefferson City, Missouri 65102-0456
(573) 635-7166

3. That a certified copy of Empire's Restated Articles of Incorporation, as amended, was filed in Case No. EF-94-39 and is incorporated herein by reference as Appendix 1 and made a part hereof for all purposes.

4. That Empire has outstanding an Indenture of Mortgage and Deed of Trust dated as of September 1, 1944; that Harris Trust and Savings Bank of Chicago, Illinois, is the principal trustee and State Street Bank and Trust Company of Missouri, N.A., is cotrustee; that said Indenture of Mortgage and Deed of Trust, as amended and supplemented, including by twenty-eight (28) Supplemental Indentures, constitutes a first mortgage lien on substantially all of the properties presently owned by Empire and contains provisions for subjecting after-acquired property to the lien thereof; that said Indenture of Mortgage and Deed of Trust and the First through Twenty-Eighth Supplemental Indentures thereto have heretofore been filed with the Commission in cases bearing Docket Nos. 10,460, 10,812, 11,263, 12,055, 12,968, 13,661, 16,415, 16,717, 16,945, EF-77-5, EF-78-76, EF-78-304, EF-79-108, EF-80-108, EF-89-26, EF-90-32, EF-92-199, EF-94-39, EF-94-143, EF-94-144 and EF-94-259 and said documents are collectively incorporated herein by reference as Appendix 2 and made a part hereof for all purposes; that marked Appendix 3, attached hereto and made a part hereof for all purposes, is a listing of the issued and outstanding bonds of Empire.

5. That Empire proposes to issue and sell, for money only, in one or more series, from time to time, its First Mortgage Bonds (hereinafter "Bonds"), in such principal amounts as Empire shall select, which amounts, in the aggregate, shall not exceed \$80,000,000; that the Bonds are to be issued in one or more new series under Empire's Indenture of Mortgage and Deed of Trust, as heretofore amended and supplemented and to be further amended and supplemented, including by a Supplemental Indenture for each new series of Bonds; that each such Supplemental Indenture will be dated on or prior to the date of the initial issuance of any Bonds of the series of Bonds to which such Supplemental Indenture relates and will, among other things, provide for the terms of the Bonds of such series and describe additional after-acquired property.

6. That Empire may issue and sell each new series of Bonds in any of the following ways: (a) in a public offering through an underwriter or underwriters or dealer or dealers, (b) in a private placement directly to a limited number of purchasers or to a single purchaser or (c) in an offering through agents;

7. That Empire filed a Registration Statement with the Securities and Exchange Commission ("SEC") on September 8, 1997, for its \$80,000,000 universal shelf registration for debt securities, preferred and common stock. A copy of the Form S-3 Registration Statement filed with the SEC is marked Appendix 4, attached hereto and made a part hereof for all purposes; that a copy of the proposed form of a Supplemental Indenture pursuant to which each new series of Bonds will be issued, if any, in substantially final form, is included as an exhibit to Appendix 4. Said registration with the SEC allows Empire to offer, from time to time, its Bonds under its Indenture of Mortgage and Deed of Trust, and shares of its common and/or preferred stock, at prices and terms to be determined at the time of sale, in any combination such that the aggregate principal amount of

all such series of Bonds, the aggregate initial public offering price of all such offerings of Common Stock and the aggregate par value of all such series of new Preferred Stock will not exceed \$80,000,000.

8. That each new series of Bonds will be issued and sold to the purchaser or purchasers, if in a private placement, or to the underwriter or underwriters or dealer or dealers, if in a public offering, or through agents, in an aggregate principal amount and at a price or prices to be determined by Empire; that each series of Bonds will have a designation, interest rate or rates and terms of payment of interest, maturity or maturities, redemption and sinking fund provisions, if any, and other terms and provisions as shall be determined by Empire; that because the market for the Bonds is constantly changing, Empire cannot, at this time, forecast the interest rate or rates or other terms and provisions of the Bonds, thus the terms and provisions shall be determined at the time of sale; that the maturities of the various Bonds are anticipated to be between 9 months and 35 years, but will in no event exceed 35 years; that the interest cost of the Bonds, including any applicable discounts, will not exceed 2.00 percentage points above the yield on 30-year U.S. Government Treasury Bonds as published in The Wall Street Journal on the day prior to the date on which the terms and conditions of the Bonds are determined; that a document setting forth the aggregate principal amount to be sold, price information and certain other terms and provisions concerning each issuance of Bonds will be late-filed as Appendix 5 a-x (as needed) and each made a part hereof for all purposes.

9. That the Commission is without jurisdiction under state law to regulate the issuance of stocks, bonds, notes or other evidences of indebtedness of public utilities, like Empire, which are organized and existing under or by virtue of the laws of a state other than the State of Missouri. *See,*

Public Service Commission v. Union Pacific Railroad Company, 271 Mo. 258, 179 S.W. 40 (1917); *Re Suburban Service Company*, 14 Mo. P.S.C. 114 (1923). The Commission's sole basis of jurisdiction in this case is the creation by Empire of a lien or encumbrance on its Missouri properties to secure payment of bonded indebtedness. See, §393.190.1, RSMo 1994. Thus, Empire seeks approval from the Commission to mortgage its Missouri properties to secure the Bonds.

10. That marked Appendix 6, attached hereto and made a part hereof for all purposes is information regarding Empire's capital stock outstanding, bonded indebtedness and short term indebtedness and other financial information including a balance sheet for the twelve month period ending July 31, 1997, and financial statements with adjustments showing the pro forma effect of the issuance of up to \$45,000,000 of the Bonds which may be issued on bonded and other indebtedness and stock authorized and outstanding; that marked Appendix 7, attached hereto and made a part hereof for all purposes, is a statement of Empire's capital expenditures for the acquisition of property and the construction, completion, extension and improvement of its plant and systems for the five year period immediately prior to the filing of this application, as well as the amount of retirements and permanent financing for the indicated period and a statement of Empire's net property additions; that a statement of the estimated expenses of each issuance of Bonds will be late-filed as Appendix 8 a-x (as needed) and made a part hereof for all purposes.

11. That the net proceeds from the sale of each series of the Bonds will be added to Empire's general funds for use in connection with the acquisition of property, the construction, completion or improvement of its plant or system, or the improvement or maintenance of service, or the discharge or lawful refunding of its obligations, or the reimbursement of moneys actually expended from income or any other moneys in the treasury not secured or obtained from the issuance

of stocks, bonds, notes or other evidences of indebtedness; that Empire contemplates that the proceeds from the sale of each series of the Bonds will be used to provide financing for its construction program, to refinance outstanding indebtedness, including the payment of applicable redemption premiums, and for other corporate purposes; that refinancing of long term indebtedness will be done only where doing so will result in a lower or no additional net annualized interest cost to Empire; that the money, property or labor to be procured or paid for by the issuance and sale of Bonds is reasonably required for the purposes specified in this application and that such purposes are not in whole or in part reasonably chargeable to operating expense or income.

12. That marked Appendix 9, attached hereto and made a part hereof for all purposes, is a certified copy of the Resolutions of Empire's Board of Directors which authorize the transactions which are the subject of this application and authorize the filing of this application.

13. That a statement of the portion of the issuance of the Bonds which is subject to the fee schedule in §386.300.1(5), RSMo 1986, as amended, if any, will be late-filed as Appendix 10 a-x (as needed) and made a part hereof for all purposes.

WHEREFORE, Empire requests the Commission to issue its order authorizing Empire:

a) To create one or more new series of its First Mortgage Bonds under its Indenture of Mortgage and Deed of Trust to Harris Trust and Savings Bank and State Street Bank and Trust Company of Missouri, N.A., trustees, dated as of September 1, 1944, as amended and supplemented, including by the First through Twenty-Eighth Supplemental Indentures and to be amended and supplemented, including by a Supplemental Indenture for each new series of Bonds, each such series to be issued at such time, or from time to time, to be of such aggregate principal amount as shall be determined by Empire, provided the

aggregate principal amount of all such series shall not exceed \$80,000,000, bearing interest, including any applicable discount, at a rate not greater than 2.00 percentage points above the yield on 30-year U.S. Government Treasury Bonds as published in The Wall Street Journal on the day prior to the date on which the terms and conditions of the Bonds are determined, having a maturity not less than 9 months and not more than 35 years, and having such designation and such redemption and sinking fund provisions, if any, and other terms and provisions as shall be determined by Empire, all to be set forth in the Supplemental Indenture relating to such series of Bonds, as to be executed, and also to be set forth in Appendices 5 a-x;

b) To execute and deliver to Harris Trust and Savings Bank and State Street Bank and Trust Company of Missouri, N.A., as trustees, a Supplemental Indenture with respect to each such series of Bonds, each to be dated on or prior to the date of the initial issuance of any Bonds of the series of Bonds to which such Supplemental Indenture relates, supplemental to the Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, in substantially the form of the Supplemental Indenture filed as an exhibit to Appendix 4;

c) To issue and sell and deliver in one or more new series, at such time, or from time to time, its Bonds in such amounts as Empire shall elect, which amounts, in the aggregate, shall not exceed \$80,000,000 principal amount, to obtain the authentication and delivery of the Bonds by the principal trustee in any manner permitted by the Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, as amended and supplemented, including by the First through Twenty-Eighth Supplemental Indentures and as to be amended and supplemented and to use the net proceeds of the sale or sales of the Bonds for the

purposes hereinabove stated;

d) To create and make effective the lien of the Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944, as amended and supplemented including by the First through Twenty-Eighth Supplemental Indentures, and as to be amended and supplemented, including by a Supplemental Indenture for each new series of Bonds, on the property of Empire in the State of Missouri to secure each new series of Bonds, provided that the aggregate principal amount thereof shall not exceed \$80,000,000;

e) To enter into, execute, deliver and perform the necessary agreements and other documents necessary to effectuate the transactions herein described;

f) To take such other actions as may be reasonably necessary to complete the subject transactions; and

g) To amortize the expenses incident to the sale or sales of the Bonds over the respective life or lives thereof; and

further ordering that the money, property or labor to be procured or paid for by Empire through the issuance and sale of the one or more new series of Bonds is reasonably required and necessary for the purposes set forth above and will be used therefor and that such purposes are not in whole or in part reasonably chargeable to operating expenses or to income.

Respectfully submitted,



Paul A. Boudreau #33155
BRYDON, SWEARENGEN & ENGLAND P.C.
P.O. Box 456
Jefferson City, MO 65102-0456
(573) 635-7166

Attorneys for The Empire District
Electric Company

Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or hand-delivered, on this 16th day of September, 1997, to:

Office of the Public Counsel
Truman State Office Building
Room 250
P.O. Box 7800
Jefferson City, MO 65102-7800

A handwritten signature in black ink, appearing to be "R. B. C.", is written over a horizontal line.

List of Appendices

- Appendix 1 - Certified copy of Restated Articles of Incorporation, as amended (incorporated by reference)
- Appendix 2 - Indenture of Mortgage and First through Twenty-Eighth Supplemental Indentures (incorporated by reference)
- Appendix 3 - Issued and Outstanding First Mortgage Bonds
- Appendix 4 - Form S-3 Registration Statement
- Appendix 5 - Price information and other terms and provisions (late-filed)
- Appendix 6 - Pro forma financial information
- Appendix 7 - Capital expenditures for the last five years
- Appendix 8 - Statement(s) of estimated expenses (late-filed)
- Appendix 9 - Certified copy of Resolutions of Board of Directors
- Appendix 10 - Statement of portion of the issuance of the Bonds subject to fee schedule (late-filed)

THE EMPIRE DISTRICT ELECTRIC COMPANY
Description of Authorized, Issued
and Outstanding Bonds
July 31, 1997

Appendix 3

<u>First Mortgage Bonds</u>	
<u>Authorized Amount:</u>	\$1,000,000,000
<u>5.70% Series, Due May 1, 1998</u>	
Amount Authenticated	\$23,000,000
Amount Issued and Outstanding	23,000,000
Interest Payable Semiannually on May 1 and November 1, at Rate of 5.70% per Annum.	
<u>7-1/2% Series, Due July 1, 2002</u>	
Amount Authenticated	\$37,500,000
Amount Issued and Outstanding	37,500,000
Interest Payable Semiannually on January 1 and July 1, at Rate of 7-1/2% per Annum.	
<u>8-1/8% Series, Due November 1, 2009</u>	
Amount Authenticated	\$20,000,000
Amount Issued and Outstanding	20,000,000
Interest Payable Semiannually on May 1 and November 1, at Rate of 8-1/8% per Annum.	
<u>5.3% Pollution Control Series, Due November 1, 2013</u>	
Amount Authenticated	\$8,000,000
Amount Issued and Outstanding	8,000,000
Interest Payable Semiannually on May 1 and November 1, at Rate of 5.3% per Annum.	
<u>5.2% Pollution Control Series, Due November 1, 2013</u>	
Amount Authenticated	\$5,200,000
Amount Issued and Outstanding	5,200,000
Interest Payable Semiannually on May 1 and November 1, at Rate of 5.2% per Annum.	
<u>9% Series, Due November 1, 2019</u>	
Amount Authenticated	\$30,000,000
Amount Issued and Outstanding	30,000,000
Interest Payable Semiannually on November 1 and May 1, at Rate of 9.0% per Annum.	
<u>9-3/4% Series, Due December 1, 2020</u>	
Amount Authenticated	\$15,000,000
Amount Issued and Outstanding	\$2,250,000
Interest Payable Semiannually on June 1 and December 1, at Rate of 9-3/4% per Annum.	
<u>7% Series, Due October 1, 2023</u>	
Amount Authenticated	\$45,000,000
Amount Issued and Outstanding	\$45,000,000
Interest Payable Semiannually on April 1 and October 1, at Rate of 7% per Annum.	
<u>7-1/4% Series, Due June 1, 2028</u>	
Amount Authenticated	\$14,500,000
Amount Issued and Outstanding	\$13,789,000
Interest Payable Semiannually on June 1 and December 1, at Rate of 7-1/2% per Annum.	
<u>7.60% Series, Due April 1, 2005</u>	
Amount Authenticated	\$10,000,000
Amount Issued and Outstanding	\$10,000,000
Interest Payable Semiannually on April 1 and October 1, at Rate of 7.60% per Annum.	
<u>7-3/4% Series, Due June 1, 2025</u>	
Amount Authenticated	\$30,000,000
Amount Issued and Outstanding	\$30,000,000
Interest Payable Semiannually on June 1 and December 1, at Rate of 7-3/4% per Annum.	
<u>7.20% Series, Due December 1, 2016</u>	
Amount Authenticated	\$25,000,000
Amount Issued and Outstanding	\$25,000,000
Interest Payable Semiannually on June 1 and December 1, at Rate of 7.20% per Annum.	

Secured by an Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944, as heretofore amended and supplemented by Twenty Supplemental Indentures ("Indenture") made by the Company to Harris Trust and Savings Bank and Mercantile Bank of Joplin, as Trustees, on all property, real, personal and mixed, tangible and intangible, owned by the Company or hereafter acquired by it, except certain property excepted from the lien and operation of the Indenture.

THE EMPIRE DISTRICT ELECTRIC COMPANY
Stock Authorized and Outstanding
Through July 31, 1997

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
	Number of Shares		Par Value	Dividend	Paid Per	Amount of
	<u>Authorized</u>	<u>Outstanding</u>	<u>Per Share</u>	<u>Rate</u>	<u>Share</u>	<u>Dividend</u>
<u>5% Cumulative Preferred Stock:</u>						
1. 1990	400,000	390,180	10	0.50	0.50	195,090
2. 1991	400,000	390,180	10	0.50	0.50	195,090
3. 1992	400,000	390,180	10	0.50	0.50	195,090
4. 1993	400,000	390,180	10	0.50	0.50	195,090
5. 1994	400,000	390,180	10	0.50	0.50	195,090
6. 1995	400,000	390,180	10	0.50	0.50	195,090
7. 1996	400,000	390,180	10	0.50	0.50	195,090
8. 1997	400,000	390,180	10	0.50	0.50	195,090
<u>4-3/4% Cumulative Preferred Stock:</u>						
9. 1990	400,000	400,000	10	0.475	0.47500	190,000
10. 1991	400,000	400,000	10	0.475	0.47500	190,000
11. 1992	400,000	400,000	10	0.475	0.47500	190,000
12. 1993	400,000	400,000	10	0.475	0.47500	190,000
13. 1994	400,000	400,000	10	0.475	0.47500	190,000
14. 1995	400,000	400,000	10	0.475	0.47500	190,000
15. 1996	400,000	400,000	10	0.475	0.47500	190,000
16. 1997	400,000	400,000	10	0.475	0.47500	190,000
<u>8-1/8% Cumulative Preferred Stock (6):</u>						
17. 1994	2,500,000	2,500,000	10	0.8125	0.8125	2,031,250
18. 1995	2,500,000	2,500,000	10	0.8125	0.8125	2,031,250
19. 1996	2,500,000	2,500,000	10	0.8125	0.8125	2,031,250
20. 1997	2,500,000	2,500,000	10	0.8125	0.8125	2,031,250
<u>Undesignated Cumulative Preferred Stock:</u>						
21. 1990	4,080,000	0				
22. 1991	4,180,000	0				
23. 1992	4,200,000	0				
24. 1993	4,200,000	0				
25. 1994	1,700,000	0				
26. 1995	1,700,000	0				
27. 1996	1,700,000	0				
28. 1997	1,700,000	0				
<u>9% Cumulative Preferred Stock (1):</u>						
29. 1990	1,000,000	120,000	10	0.90	0.90000	108,000
30. 1991	1,000,000	20,000	10	0.90	3.15000	63,000
31. 1992	1,000,000	20,000	10	0.90	0.45000	9,000
32. 1993	1,000,000	0	10	0.90	0.00000	0
33. 1994	1,000,000	0	10	0.90	0.00000	0
34. 1995	1,000,000	0	10	0.90	0.00000	0
35. 1996	1,000,000	0	10	0.90	0.00000	0
36. 1997	1,000,000	0	10	0.90	0.00000	0
<u>Undesignated Preference Stock:</u>						
37. 1991	2,000,000	0				
38. 1992	2,000,000	0				
39. 1993	2,000,000	0				
40. 1994	2,000,000	0				
41. 1995	2,000,000	0				
42. 1996	2,000,000	0				
43. 1997	2,000,000	0				
<u>Series A Participating Preference Stock (2):</u>						
44. 1993	500,000	0				
45. 1994	500,000	0				
46. 1995	500,000	0				
47. 1996	500,000	0				
48. 1997	500,000	0				
<u>Common Stock (3):</u>						
49. 1990	15,000,000	5,816,621	1		1.740	10,120,921
50. 1990	15,000,000	6,333,906	1		0.605	3,832,013
51. 1991	100,000,000 (4)	6,374,353	1		1.815	11,569,451
52. 1991	100,000,000 (5)	12,986,408	1		0.3125	4,058,253
53. 1992	100,000,000	13,055,238	1		0.9375	12,239,286
54. 1992	100,000,000	13,284,980	1		0.32	4,251,194
55. 1993	100,000,000	13,571,186	1		1.28	17,166,884
56. 1994	100,000,000	13,941,531	1		1.28	17,572,108
57. 1995	100,000,000	15,215,933	1		1.28	18,934,244
58. 1996	100,000,000	16,436,559	1		1.28	20,522,897
59. 1997	100,000,000	16,649,219	1		0.64	10,566,329

- (1) All outstanding shares (400,000 shares) were redeemed on June 1, 1986.
(2) Changed authorized number of shares to 500,000 in 1991 from 150,000 in 1990.
(3) 385,000 shares of Common Stock were sold on December 18, 1990; 900,000 shares of Common Stock were sold on April 27, 1995; 880,000 shares of Common Stock were sold on April 9, 1996.
(4) Changed Authorized number of shares to 100,000,000 in 1991 from 15,000,000 in 1990.
(5) Adjusted for two-for-one stock split.
(6) 2,500,000 shares of 8-1/8% Cumulative Preferred Stock with mandatory redemption provisions were issued on May 25, 1994.

ASSETS AND OTHER DEBITS

	A	B	C
	Actual	July 31, 1997 Adjustments	Adjusted Total
UTILITY PLANT:			
1. Electric Plant in Service	\$773,933,702		\$773,933,702
2. Water Plant in Service	5,545,669		5,545,669
3. Construction Work in Progress – Electric	13,311,898		13,311,898
4. Construction Work in Progress – Water	<u>9,636</u>		<u>9,636</u>
5. Total Utility Plant	792,800,905		792,800,905
Less Accumulated Provision for Depreciation:			
6. Electric	252,849,146		252,849,146
7. Water	<u>1,721,893</u>		<u>1,721,893</u>
8. Net Utility Plant	538,229,866		538,229,866
OTHER PROPERTY AND INVESTMENTS:			
Nonutility Property (Less Accumulated Provision			
9. for Depreciation \$77,881)	3,794,091		3,794,091
10. Other Investments	<u>147,487</u>		<u>147,487</u>
11. Total Other Property and Investments	3,941,578		3,941,578
CURRENT AND ACCRUED ASSETS:			
12. Cash	1,024,629	53,570,000 (A)	54,594,629
13. Temporary Cash Investments	1,200,000		1,200,000
Notes and Accounts Receivables (Less Accumulated			
14. Provision for Uncollectible Accounts)	18,558,914		18,558,914
15. Accrued Unbilled Revenues	9,016,775		9,016,775
Materials and Supplies:			
16. Electric	13,965,016		13,965,016
17. Other	40,783		40,783
18. Prepaid Insurance	589,712		589,712
19. Prepaid Interest	<u>332,360</u>		<u>332,360</u>
20. Total Current and Accrued Assets	44,728,189	53,570,000	98,298,189
DEFERRED DEBITS:			
21. Unamortized Debt Expense	3,490,033	2,250,000 (B)	5,740,033
22. Other Regulatory Assets	25,246,187		25,246,187
23. Other Deferred Charges	13,370,413		13,370,413
24. Accumulated Deferred Income Taxes	<u>22,534,230</u>		<u>22,534,230</u>
25. Total Deferred Debits	<u>64,640,863</u>	<u>2,250,000</u>	<u>66,890,863</u>
26. Total Assets and Other Debits	<u>\$651,540,496</u>	<u>\$55,820,000</u>	<u>\$707,360,496</u>

(A) Cash (\$22,000,000 proceeds less \$2,250,000 issue expenses); plus
(1,800,000 common shares issued at \$17 less financing expenses); plus
(500,000 preferred shares issued at \$10 less financing expenses).

(B) Unamort. Debt Exp. – \$22 Million New Bonds @ 5% Issue Costs; plus \$23 million refinancing costs @ 5%.

LIABILITIES AND OTHER CREDITS

	A	B	C
	Actual	July 31, 1997 Adjustments	Adjusted Total
PROPRIETARY CAPITAL:			
1. Common Stock Issued	\$16,649,219	\$1,800,000 (A)	\$18,449,219
2. Preferred Stock Issued	32,901,800	5,000,000 (D)	37,901,800
3. Premium on Capital Stock	152,363,035	28,800,000 (B)	181,163,035
4. Other Paid-In Capital	879,797		879,797
5. Installments Received on Capital Stock (Common)	137,438		137,438
6. Capital Stock Expense	(5,074,647)	(1,780,000) (C)	(6,854,647)
7. Retained Earnings	<u>43,691,568</u>		<u>43,691,568</u>
8. Total Proprietary Capital	241,548,210	33,820,000	275,368,210
LONG-TERM DEBT:			
9. Bonds and Notes	196,739,000	45,000,000 (E)	241,739,000
10. Other Long-Term Debt			
11. Unamortized Discount on Long-Term Debt	<u>(298,069)</u>		<u>(298,069)</u>
12. Total Long-Term Debt	196,440,931	45,000,000	241,440,931
OTHER NONCURRENT LIABILITIES:			
13. Accumulated Provision for Injuries and Damages	1,310,320		1,310,320
14. Accumulated Provision - Pensions and Benefits	<u>4,392,193</u>		<u>4,392,193</u>
15. Total Other Noncurrent Liabilities	5,702,513		5,702,513
CURRENT AND ACCRUED LIABILITIES:			
16. Notes Payable and Commercial Paper	30,030,000		30,030,000
17. Accounts Payable	13,153,981		13,153,981
18. Customer Deposits	3,016,991		3,016,991
19. Taxes Accrued	7,579,465		7,579,465
20. Interest Accrued	3,512,460		3,512,460
21. Dividends Declared	5,931,835		5,931,835
22. Current Maturities - Mortgage Bonds	23,000,000	(23,000,000) (E)	
23. Tax Collections Payable	444,481		444,481
24. Miscellaneous Current and Accrued Liabilities	<u>1,089,348</u>		<u>1,089,348</u>
25. Total Current and Accrued Liabilities	87,758,561		64,758,561
DEFERRED CREDITS:			
26. Customer Advances for Construction	329,593		329,593
27. Other Deferred Credits	738,497		738,497
28. Pensions	2,432,854		2,432,854
29. Other Regulatory Liabilities	18,094,859		18,094,859
30. Accumulated Deferred Income Taxes	<u>98,494,478</u>		<u>98,494,478</u>
31. Total Deferred Credits	120,090,281		120,090,281
32. Total Stockholder's Equity and Liabilities	<u>\$651,540,496</u>	<u>\$55,820,000</u>	<u>\$707,360,496</u>

(A) Common Stock - 1,800,000 shares issued.

(B) Premium on Capital Stock (1,800,000 shares @ \$17.00) - \$1,800,000

(C) Capital Stock Expense (\$30,600,000 * 5%) plus (\$5,000,000 * 5%).

(D) Preferred Stock Issued (500,000 shares @ \$10).

(E) \$22,000,000 New First Mortgage Bonds @ 7.50% plus
\$23,000,000 Refinance of 5.70% First Mortgage Bonds with 7.50% Bonds.

THE EMPIRE DISTRICT ELECTRIC COMPANY
STATEMENT OF INCOME

Appendix 6
Page 4 of 4

	A	B	C
	Twelve Months Ended July 31, 1997		
UTILITY OPERATING INCOME	Actual	Adjustments	Adjusted Total
Electric Utility:			
1. Operating Revenues	\$205,468,762		\$205,468,762
Operating Expenses:			
2. Operation	110,980,551		110,980,551
3. Maintenance	12,628,752		12,628,752
4. Depreciation	22,288,069		22,288,069
5. Taxes Other Than Income Taxes	10,874,993		10,874,993
6. Income Taxes – Federal	7,615,078	(735,233) (A)	6,879,845
7. Income Taxes – State	1,139,348		1,139,348
8. Provision for Deferred Income Taxes	6,056,592		6,056,592
9. Income Taxes Deferred in Prior Years – Credit	(2,770,728)		(2,770,728)
10. Investment Tax Credit Adjustments (Net)	(518,579)		(518,579)
11. (Less) Gain on Disposal of Allowance	(66,174)		(66,174)
12. Total Electric Operating Expenses	168,227,904	(735,233)	167,492,671
13. Net Electric Operating Income	37,240,858	735,233	37,976,091
Water Utility:			
14. Operating Revenues	1,038,829		1,038,829
Operating Expenses:			
15. Operation	304,606		304,606
16. Maintenance	223,512		223,512
17. Depreciation	103,351		103,351
18. Taxes Other Than Income Taxes	76,755		76,755
19. Income Taxes – Federal	(2,160)		(2,160)
20. Income Taxes – State	(340)		(340)
21. Provision for Deferred Income Taxes	37,230		37,230
22. Investment Tax Credit Adjustments (Net)	(3,940)		(3,940)
23. Total Water Operating Expenses	739,014		742,954
24. Net Water Operating Income	299,815		295,875
25. Total Utility Net Operating Income	37,540,673	735,233	38,271,966
OTHER INCOME AND DEDUCTIONS:			
26. Allowance for Equity Funds Used During Const.	169,158		169,158
27. Interest Income	143,356		143,356
28. Other – Net	(416,731)		(416,731)
	(104,217)		(104,217)
INCOME BEFORE INTEREST CHARGES	37,436,456	735,233	38,167,749
INTEREST CHARGES:			
29. Interest on Long-Term Debt	15,941,132	2,100,667 (B)	18,041,799
30. Notes Payable	3,000		3,000
31. Commercial Paper	919,866		919,866
32. Allowance for Borrowed Funds Used During Construction	(1,549,832)		(1,549,832)
33. Other	321,238		321,238
	15,635,404	2,100,667	17,736,071
34. NET INCOME	<u>\$21,801,052</u>	<u>(\$1,365,433)</u>	<u>\$20,431,679</u>
RETAINED EARNINGS			
Unappropriated Retained Earnings (at beginning of period)	45,440,937		45,440,937
Less Dividends Declared:			
36. Preferred Stock – 5%	195,090		195,090
37. Preferred Stock – 4–3/4%	190,000		515,000
38. Preferred Stock – 8–1/8%	2,031,250		2,031,250
39. New Preferred Stock – 6.5%		325,000 (C)	325,000
40. Common Stock	21,134,081	2,304,000 (D)	23,438,081
41. Unappropriated Retained Earnings (at end of period)	<u>\$43,691,568</u>	<u>(\$3,994,433)</u>	<u>\$39,697,135</u>

(A) Income Tax effect of additional First Mortgage Bond Interest.

(B) Long-Term Debt Interest (\$22 million @ 7.5%) plus additional interest for refinancing (\$23 million @ 7.5% less \$23 million @ 5.7%)

(C) Additional Preferred Stock Dividends (\$5,000,000 * 6.5%).

(D) Additional Common Stock Dividends (\$1,800,000 * \$1.28).

See footnote on Assets and Other Debits Balance Sheets, Page 2 of 4.

Net Profit and Property Additions at July 31, 1992
Available as a basis for the Issuance of Additional Mortgage
Bonds or Withdrawal of Cash from the Principal Trustee Pursuant
to the Provisions of the Indenture Dated September 1, 1944

	A	B	C	D
	Bal. Bro't Forward 9/15/44 to <u>12/31/91</u>	Adjusted Property Additions	Adjusted Net Property Retirements	Adjusted Net Property Additions
		January 1, 1992 through July 31, 1997		
1. Steam	147,544,375.85	\$22,448,643.14	\$5,533,397.82	\$164,459,621.17
2. Hydro	(463,996.67)	844,760.17	77,193.87	\$303,569.63
3. Internal Combustion	(236,205.72)	0.00	0.00	(\$236,205.72)
4. Other Production	36,644,490.33	78,754,567.30	1,639,442.49	\$113,759,615.14
5. Transmission	83,135,338.80	29,132,222.04	1,292,951.32	\$110,974,609.52
6. Distribution	195,753,628.24	131,675,840.39	6,433,055.66	\$320,996,412.97
7. General	<u>22,875,923.33</u>	<u>7,529,574.82</u>	<u>1,512,325.34</u>	<u>\$28,893,172.81</u>
8. Electric Plant in Service	\$485,253,554.16	\$270,385,607.86	\$16,488,366.50	\$739,150,795.52
9. Construction Work in Progress	<u>1,437,280.70</u>	<u>10,840,474.99</u>	<u>0.00</u>	<u>\$12,277,755.69</u>
10. Total Electric Plant	\$486,690,834.86	\$281,226,082.85	\$16,488,366.50	\$751,428,551.21
11. Nonutility Property	<u>(214,684.01)</u>	<u>0.00</u>	<u>0.00</u>	<u>(\$214,684.01)</u>
12. Total Electric Plant and Nonutility Property	<u>\$486,476,150.85</u>	<u>\$281,226,082.85</u>	<u>\$16,488,366.50</u>	<u>\$751,213,867.20</u>
Less Amounts Utilized:				
13. To Fund \$2,000,000 of 2-7/8% First Mortgage Bonds			\$3,333,333.33	
14. To Fund \$4,000,000 of 3-1/2% First Mortgage Bonds			6,666,666.67	
15. To Fund \$3,000,000 of 3% First Mortgage Bonds			5,000,000.00	
16. To Fund \$3,000,000 of 3-1/4% First Mortgage Bonds			5,000,000.00	
17. To Fund \$3,000,000 of 4-7/8% First Mortgage Bonds			5,000,000.00	
18. To Fund \$12,000,000 of 6-1/2% First Mortgage Bonds			20,000,000.00	
19. To Fund \$11,000,000 of 7-3/8% First Mortgage Bonds			4,906,666.67	
20. To Fund \$6,000,000 of 9-1/2% First Mortgage Bonds			10,000,000.00	
21. To Fund \$5,500,000 of 6-7/8% First Mortgage Bonds			9,166,666.67	
22. To Fund \$15,000,000 of 8.70% First Mortgage Bonds			25,000,000.00	
23. To Fund \$15,000,000 of 9-1/8% First Mortgage Bonds			25,000,000.00	
24. To Fund \$8,000,000 of 6.80% First Mortgage Bonds			13,333,333.34	
25. To Fund \$16,000,000 of 10-3/4% First Mortgage Bonds			26,666,666.67	
26. To Fund \$25,000,000 of 9-3/4% First Mortgage Bonds			41,666,666.67	
27. To Fund \$30,000,000 of 9% First Mortgage Bonds			50,000,000.00	
28. To Fund \$15,000,000 of 9-3/4% First Mortgage Bonds			25,000,000.00	

Certified Copy of Resolutions

Passed by the Board of Directors

of

The Empire District Electric Company

on July 24, 1997

I, J. S. WATSON, Secretary-Treasurer of The Empire District Electric Company, a corporation organized and existing under and by virtue of the laws of the State of Kansas (hereinafter called the "Company"), DO HEREBY CERTIFY that the following is a true and correct copy of resolutions adopted by the Board of Directors of the Company at a meeting duly called and held on the 24th day of July, 1997; that at said meeting a majority of the Directors, constituting a quorum for the transaction of business, was present and voted in favor of said resolutions; and that said resolutions have not been amended or modified, rescinded or revoked but remain in full force and effect:

RESOLVED, That the Officers of the Company be, and hereby are, authorized to take any action they deem necessary or desirable from the date hereof, in connection with the issuance and sale by the Company of (i) the number of shares of Common Stock, \$1 par value (the "New Common Stock"); (ii) the principal amount of First Mortgage Bonds (the "New Bonds") of the Company under and pursuant to the terms of its Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, as amended and supplemented, including by one or more new supplemental indentures setting forth the terms of the New Bonds (the "Indenture"); (iii) the number of shares of Cumulative Preferred Stock (the "Additional Preferred Stock"); and/or (iv) the number of shares or amount of any other equity or long-term debt securities as the officer determines to meet the needs of the Company, provided that the aggregate amount of the public offering price of the New Common Stock, the principal amount of the New Bond or other long-term debt securities and the par value of the Additional Preferred Stock or other equity securities shall not exceed \$80,000,000, and further provided that any such securities may be issued and sold in one or more transactions to purchasers in private placements or to underwriters for resale to the public in one or more public offerings or otherwise as the officer determines, provided that no issuance and sale of securities shall be made without the further approval of the Board of Directors of the terms thereof;

FURTHER RESOLVED, That the Officers of the Company are authorized to prepare and join with the individual Directors of the Company in executing and filing, or causing to be filed, with the Securities and Exchange Commission (the "SEC"), any requisite registration statements under the Securities Act of 1933 (the "Act"), with respect to any public offerings of the New Common Stock, the New Bonds, the Additional Preferred Stock, and any other offering of equity or long-term debt securities and all amendments, exhibits, or supplements thereto and all certificates, statements, and other documents or papers required in

connection therewith, and to do such other acts and things which the officer deems necessary or desirable to cause the registration statements to become effective under the Act;

FURTHER RESOLVED, That Myron W. McKinney, President of the Company be designated as an agent of the Company to be served and to receive notices and communications from the SEC relating to the above-mentioned registration statements;

FURTHER RESOLVED, That the Company constitutes and appoints Myron W. McKinney and Robert B. Fancher as its attorneys-in-fact, and each of them as its attorney-in-fact, for and on behalf and in the name of the Company, to sign the above-mentioned registration statements and any amendments thereto, the Company hereby ratifying all that each attorney-in-fact may do by virtue hereof; and that the Officers of the Company are each authorized and directed to execute on behalf of the Company a power of attorney appointing these attorneys-in-fact in accordance with this resolution;

FURTHER RESOLVED, That the Trustee is appointed and authorized to serve and act as Paying Agent and Registrar with respect to the New Bonds;

FURTHER RESOLVED, That the Officers of the Company each are authorized:

(i) to execute and to file any applications such officer deems necessary or desirable with the Arkansas Public Service Commission, the State Corporation Commission of the State of Kansas, the Public Service Commission of the State of Missouri and the Corporation Commission of the State of Oklahoma, as may be necessary for requisite authority (a) to issue and sell the New Common Stock, (b) to issue and sell the New Bonds, (c) to enter into and effect any and all agreements the officer considers necessary or desirable in connection with the issuance of New Bonds, (d) to issue and sell the Additional Preferred Stock, and (e) to issue and sell any other equity or long-term debt securities; and to execute and file any amendment or amendments to the applications and any other exhibits and documents as are deemed necessary or desirable to obtain any requisite order of the commissions;

(ii) (a) to cause the Company to apply to the New York Stock Exchange (the "Exchange"), if such officer deems it necessary or desirable, for the listing of the New Common Stock, the New Bonds, the Additional Preferred Stock, and any other equity or long-term debt securities and to appear before the appropriate officials of the Exchange, with authority (1) to execute in the name and on behalf of the Company and file with the Exchange an appropriate listing application and all agreements and documents (including indemnity agreements) as such officer considers necessary or desirable to secure the listing, and (2) to make any changes in the listing application or agreements or documents as are required to satisfy

the requirements of the Exchange for the listing; and (b) with respect to the New Bonds, the Additional Preferred Stock, and any other equity or long-term debt securities, to prepare and file with the SEC any registration statement under the Securities Exchange Act of 1934, (the "1934 Act") which is required to register the New Bonds, the Additional Preferred Stock, and any other equity or long-term debt securities under the 1934 Act, and to file all amendments, exhibits, or supplements thereto and all certificates, statements, and other documents or papers required in connection therewith, and to do all other acts and things which the officer deems necessary or desirable to cause any registration statement to become effective under the 1934 Act;

(iii) to determine the jurisdictions in which to take appropriate action to qualify or register for sale all or such part of the New Common Stock, the New Bonds, the Additional Preferred Stock, and any other equity or long-term debt securities as the officer deems advisable; to perform on behalf of the Company any and all acts as such officer deems necessary or advisable to comply with the applicable laws of any such jurisdictions, and in connection therewith to execute and file all requisite papers and documents; and the execution by such officer of any paper or document or the doing by such officer of any act in connection with the foregoing matters shall conclusively establish such officer's authority therefor from the Company and the approval and ratification by the Company of the papers and documents so executed and the action so taken;

(iv) to make preliminary arrangements with such managing underwriters if any, as may be selected by such officers, for the offering and sale of the New Common Stock, the New Bonds, the Additional Preferred Stock, and any other equity or long-term debt securities;

(v) to obtain and make, or join with or authorize other proper persons in obtaining and making, such certificates and opinions as are required by the Indenture, and to file those certificates and opinions with the Trustee, in connection with any application and request of the Company for the issuance, authentication, and delivery of the New Bonds;

(vi) to give consents and notices in writing or by telecopy, contemplated by the Purchase Agreement, as in the officer's judgment are desirable, including, without limiting the generality of the foregoing, consents or notices postponing the closing date, substituting additional purchaser(s) for a defaulting purchaser(s), and terminating the Purchase Agreement, in accordance with its terms, if any conditions of the Company's obligations have not been satisfied; and

(vii) to prepare, execute, and deliver to the Trustee one or more supplemental indentures (each a "Supplemental Indenture") relating to the New Bonds and hereafter to form a part of the Indenture; to execute and deliver on behalf of the Company under its corporate seal the Supplemental Indenture (after insertion of the terms and provisions of the New Bonds determined as set forth in the foregoing resolutions), in the form and containing the terms and provisions as the officer executing it may approve, such approval to be conclusively evidenced by his execution thereof; and to cause each Supplemental Indenture to be duly recorded, filed, and/or registered so that the Indenture as supplemented by each Supplemental Indenture shall constitute a first lien upon the trust estate described therein and upon after-acquired property; each Supplemental Indenture so executed, delivered and recorded, filed, and/or registered shall be deemed the Supplemental Indenture hereby approved;

FURTHER RESOLVED, That the New Bonds shall be substantially in the form set forth in the Supplemental Indenture approved in accordance with the foregoing resolution with such modifications as the Officers of the Company, on advice of counsel, may approve, such approval to be conclusively evidenced by (i) the execution thereof (by manual or facsimile signature) and (ii) the delivery of the New Bonds;

FURTHER RESOLVED, That the New Bonds shall be executed on behalf and in the name of the Company by the manual or facsimile signature of the President of the Company and under the corporate seal of the Company (which may be facsimile), attested by the manual or facsimile signature of the Secretary of the Company (each such signature being adopted for all purposes as the signature of the Company); that the President is authorized to cause the New Bonds to be delivered to the Trustee for authentication and delivery; and that the Trustee is requested to authenticate and deliver the New Bonds in accordance with the provisions of the Indenture;

FURTHER RESOLVED, That principal and interest on the New Bonds shall be payable at the principal corporate trust office of the Trustee in the borough of Manhattan, the city of New York; and the Company appoints the Trustee as agent of the Company for the payment of the principal and interest;

FURTHER RESOLVED, That the Trustee as Registrar of the New Bonds is requested pursuant to Section 2.08 of the Indenture not to make transfers of the New Bonds for a period of two days before any interest payment date for the New Bonds;

FURTHER RESOLVED, That the New Bonds, Additional Preferred Stock or other long-term debt or equity securities may be issued in fully registered book-entry form in which case a global bond certificate representing the New Bonds or other aggregate certificates or securities representing the Additional Preferred Stock or other debt or equity securities shall be registered in the name of a nominee of The Depository Trust Company (the "Depository"), which will act as depository and beneficial interests in the New Bonds and any

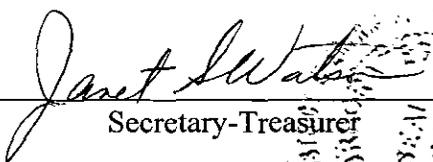
such securities shall be shown on, and transfers thereof shall be effected only through, records maintained by the Depository and its participants; and that in such event the Officers of the Company are each authorized to execute and deliver on behalf of the Company any such agreements or other documents with the Depository or any other party as the officer may deem necessary to provide for the issuance of the New Bonds, Additional Preferred Stock or other long-term debt or equity securities in such form and the use of such global certificate or security;

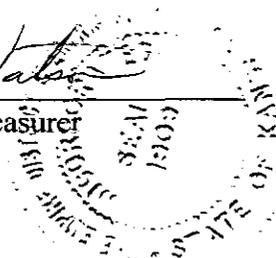
FURTHER RESOLVED, That the Company shall issue the New Bonds, as provided in the foregoing resolutions and that the Trustee is requested, pursuant to the Indenture, on written order of the Company signed by an Officer of the Company, to certify and deliver the New Bonds;

FURTHER RESOLVED, That each Officer of the Company is authorized to do or cause to be done all such things and to execute all such instruments as he or she deems desirable in connection with the matters authorized in all of the foregoing resolutions.

FURTHER RESOLVED, That the Officers of the Company are authorized to take or cause to be taken any and all further actions as may in the judgment of any officer be necessary or desirable in order to carry out the intent and purpose of the foregoing resolutions and each of them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company on this 24th day of July, 1997.


Secretary-Treasurer



As filed with the Securities and Exchange Commission on September 8,
1997

Registration No. 333-35129

**SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**FORM S-3
REGISTRATION STATEMENT
Under
THE SECURITIES ACT OF 1933**

THE EMPIRE DISTRICT ELECTRIC COMPANY
(Exact Name of Registrant as Specified in its Charter)

Kansas
(State or other jurisdiction
of incorporation or organization)

4-0236370
I.R.S. Employer
Identification No.)

**602 Joplin Street
Joplin, Missouri 64801
(417) 625-5100**

(Address, including zip code, and telephone number,
including area code, of principal executive offices)

Myron W. McKinney, President

**602 Joplin Street
Joplin, Missouri 64801
(417) 625-5100**

(Name, address, including zip code, and telephone
number, including area code, of agent for service)

Copies to:

**Gary W. Wolf, Esq.
Cahill Gordon & Reindel
80 Pine Street
New York, New York 10005
(212) 701-3000**

**Thomas A. Litz, Esq.
Thompson Coburn
One Mercantile Center
St. Louis, Missouri 63101
(314) 552-6000**

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If the Form is a post-effective amendment filed pursuant Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock;	(1) (3)	(2)	(1) (2) (3)	
Preferred Stock;	(1) (5)	(2)	(1) (2) (5)	
First Mortgage Bonds	(1) (4)	(2)	(1) (2) (4)	
Total	\$80,000,000	(2)	\$80,000,000	\$24,242.42 (6)

- (1) In no event will the aggregate maximum offering price of all securities issued pursuant to this Registration Statement exceed \$80,000,000. Any securities registered hereunder may be sold separately or as units with other securities registered hereunder.
- (2) The proposed maximum offering price per unit will be determined, from time to time, by the Registrant in connection with the issuance by the Registrant of the securities registered hereunder.
- (3) Subject to Footnote (1), there is being registered hereunder an indeterminate number of shares of Common Stock, par value \$1.00 per share, together with attached Preference Stock Purchase Rights.
- (4) Subject to Footnote (1), there is being registered hereunder an indeterminate principal amount of First Mortgage Bonds.
- (5) Subject to Footnote (1), there are being registered hereunder an indeterminate number of shares of Preferred Stock, par value \$10.00 per share.
- (6) Calculated pursuant to Rule 457(o).

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

SUBJECT TO COMPLETION, DATED SEPTEMBER 8, 1997

PROSPECTUS

§

**THE EMPIRE DISTRICT ELECTRIC COMPANY
COMMON STOCK
FIRST MORTGAGE BONDS
PREFERRED STOCK**

The Empire District Electric Company (the "Company") intends from time to time to sell shares of its Common Stock, \$1.00 par value (together with the attached Preference Share Purchase Rights) (the "New Common Stock"), and/or its Cumulative Preferred Stock, \$10.00 par value (the "New Preferred Stock"), and/or its First Mortgage Bonds (the "New Bonds," and collectively with the New Common Stock and the New Preferred Stock, the "Securities"), in one or more series, each on terms to be determined at the time or times of sale. The aggregate offering price of the Common Stock, the principal amount of New Bonds and the par value of New Preferred Stock to be sold will not exceed \$80,000,000. All specific terms of the offering and sale of the Securities, including (i) the specific number of shares of New Common Stock to be sold and their initial Public Offering price, (ii) Underwriting discounts and proceeds to the Company, (iii) the specific number of shares, designation, issue price, rate and terms of payment of dividends and redemption provisions and sinking fund terms, if any, liquidation preferences or other special rights, if any, of the New Preferred Stock, (iv) the specific designation, aggregate principal amount, maturity, rate and terms of payment of interest, redemption provisions and sinking fund terms, if any, of the New Bonds and (v) other specific terms and any listing on a securities exchange of the Securities in respect of which this Prospectus is being delivered will be set forth in a Prospectus Supplement ("Prospectus Supplement"), together with the terms of offering of such Securities. The Securities will be offered as set forth under "Plan of Distribution".

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is [], 199

INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

AVAILABLE INFORMATION

The Empire District Electric Company (the "Company") is subject to the informational requirements of the Securities Exchange Act of 1934 and in accordance therewith files reports and other information with the Securities and Exchange Commission which may be inspected and copied at the offices of the Commission, Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549; 500 West Madison Street, Suite 1400, Chicago, Illinois 60661; and Seven World Trade Center, Suite 1300, New York, New York 10048, and copies of such material can be obtained from the Public Reference Section of the Commission, Washington, D.C. 20549, at prescribed rates, and by accessing the Commission's Web site, <http://www.sec.gov>. Certain securities of the Company are listed on the New York Stock Exchange (the "NYSE") and reports, proxy statements and other information concerning the Company may be inspected at the office of the NYSE at 20 Broad Street, New York, New York 10009.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by the Company with the Commission are incorporated herein by reference as of their respective dates of filing and shall be deemed to be a part hereof:

1. The Company's Annual Report on Form 10-K for the year ended December 31, 1996 (File No. 1-3368).
2. The Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 1997 and June 30, 1997 (File No. 1-3368).
3. The description of the Company's Common Stock as set forth in the Company's Registration Statement on Form S-3 (File No. 33-37351) under the heading "Description of Common Stock".
4. The description of the Company's Preference Stock Purchase Rights as set forth in the Company's Registration Statement on Form 8-A dated July 26, 1990 (File No. 1-3368), filed pursuant to Section 12(b) of the Exchange Act.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the 1934 Act after the date of this Prospectus and prior to the termination of this offering shall also be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of filing of such documents.

The Company hereby undertakes to provide without charge to each person, including any beneficial owner, to whom a copy of this Prospectus has been delivered, on the request of any such person, a copy of any or all documents referred to above which have been or may be incorporated by reference in this Prospectus (not including exhibits to such incorporated information that are not specifically incorporated by reference into such information). Requests for such copies should be directed to The Empire District Electric Company, P.O. Box 127, Joplin, Missouri 64802. Attention Vice President, Finance, (417) 625-5100.

THE COMPANY

The Company is a public utility engaged in the generation, purchase, transmission, distribution and sale of electricity in Missouri, Kansas, Oklahoma and Arkansas. The Company also provides water service to three towns in Missouri. The executive offices of the Company are located at 602 Joplin Street, Joplin, Missouri 64801, and its telephone number is (417) 625-5100.

USE OF PROCEEDS

The proceeds from the sale of the Securities will be used as described in the Prospectus Supplement by which such Securities are offered.

EARNINGS RATIOS

The Ratio of Earnings to Fixed Charges and the Ratio of Earnings to Combined Fixed Charges and Preferred Dividend Requirements for each of the periods indicated is as follows:

	<u>Twelve Months Ended</u>					
	<u>June 30,</u> <u>1997</u>	<u>1996</u>	<u>December 31,</u>		<u>1993</u>	<u>1992</u>
	<u>1995</u>	<u>1994</u>				
Ratio of Earnings to						
Fixed Charges:	2.89x	3.11x	2.90x	3.16x	2.73x	2.91x
Combined Fixed Charges and Preferred Dividend Requirements:	2.39x	2.53x	2.36x	2.70x	2.63x	2.80x

The Ratios for future periods will be included in the Company's Reports on Forms 10-K and 10-Q. Such Reports are incorporated by reference into this Prospectus at the time they are filed.

DESCRIPTION OF THE NEW PREFERRED STOCK

The following description of the New Preferred Stock sets forth certain general terms and provisions of the Company's Restated Articles of Incorporation, as amended (the "Articles") applicable to any series of New Preferred Stock. The definitive terms of any such series of New Preferred Stock are set forth in the Prospectus as amended and supplemented by the Prospectus Supplement by which such series of New Preferred Stock is offered. The statements set forth below are summaries of the terms of the Articles and do not purport to be complete. These statements are qualified in their entirety by reference to the Articles.

General

The Company is authorized to issue 5,000,000 shares of Cumulative Preferred Stock, par value \$10.00 per share ("Cumulative Preferred Stock"), of which 390,180 shares of 5% Cumulative Preferred Stock, 400,000 shares of 4-3/4% Cumulative Preferred Stock and 2,500,000 shares of 8-1/8% Cumulative Preferred Stock are outstanding as of the date of this Prospectus. The New Preferred Stock may be issued in one or more series with the specific number of shares, designation, liquidation preferences, issue price, dividend rate, redemption provisions and sinking fund terms, voting or other special rights or any other specific term of the series to be determined by the Board of Directors without any further action by the stockholders of the Company.

The New Preferred Stock will have the dividend, liquidation, redemption and voting rights set forth below unless otherwise provided for in a Prospectus Supplement relating to any particular series of New Preferred Stock. Reference is made to the Prospectus Supplement relating to the particular series of New Preferred Stock offered thereby for specific terms, which may include one or more of the following: (i) the designation and number of shares offered; (ii) the liquidation preferences per share; (iii) the initial public offering price; (iv) the dividend rate or rates, or the method of determining the dividend rate or rates; (v) the dates on which dividends will accrue; (vi) any redemption or sinking fund provision; (vii) voting or other special rights and (viii) any additional terms, preferences or rights.

Dividends

The holders of each series of Cumulative Preferred Stock are, and the holders of the New Preferred Stock will be, entitled to receive, if and when declared by the Board of Directors out of funds legally available therefor, cumulative quarterly dividends at the rates per annum fixed for each series thereof, payable on March 1, June 1, September 1 and December 1 in each year, before any dividends may be paid on or set apart for the Company's common stock, \$1.00 par value per share ("Common Stock") or the Company's preference stock, without par value ("Preference Stock"). Dividends on the New Preferred Stock will be cumulative from the date of issuance.

Liquidation

Provisions relating to the liquidation preference payable by the Company on each series of New Preferred Stock will be as set forth in the Prospectus Supplement by which such New Preferred Stock will be offered. If, upon any liquidation, dissolution or winding up, the assets distributable among the holders of the Cumulative Preferred Stock of all series shall be insufficient to permit the payment of the full preferential amounts to which they shall be entitled, then the entire assets of the Company to be distributed shall be distributed among the holders of the Cumulative Preferred Stock of all series then outstanding, ratably in proportion to the full preferential amounts to which they are respectively entitled. A consolidation or merger of the Company or a sale or transfer of substantially all of its assets as an entirety shall not be deemed to be a liquidation, dissolution or winding up of the Company.

Redemption Provisions

Any provisions relating to the optional redemption by the Company of each series of New Preferred Stock will be as set forth in the Prospectus Supplement by which such New Preferred Stock is to be offered.

Any provisions relating to a sinking fund of any series of the New Preferred Stock will be as set forth in the Prospectus Supplement by which such New Preferred Stock is to be offered.

There are no restrictions on the repurchase or redemption, including redemption for any sinking fund, of shares of the New Preferred Stock by the Company at prices not exceeding the redemption price thereof while there is an arrearage in the payment of dividends thereon.

Voting Rights

The holders of New Preferred Stock shall not be entitled to vote except as follows:

(a) In proceedings as to which their vote is mandatorily required by the then existing laws of the State of Kansas; or

(b) If dividends payable on the outstanding Cumulative Preferred Stock shall be accumulated and unpaid in an amount equivalent to four (4) full quarterly dividends, the holders of such stock shall be entitled thereafter and until, but only until, all dividends in default shall have been paid, (i) voting for such purposes as a single class, at each succeeding annual meeting of stockholders, to elect the smallest number of directors necessary to constitute a majority of the Board of Directors, the remaining directors to be elected as usual by the holders of the Common Stock or of the Preference Stock as may be entitled to vote therefor; and (ii) to vote on all questions other than for the election of directors in such manner that the holders thereof shall have the vote per share of Cumulative Preferred Stock specified below; provided that if and when profits available for dividends are in excess of such accumulated and unpaid dividends, then the declaration and payment of such dividends shall not be unreasonably withheld; or

(c) As set forth under "Restrictions on Corporate Action" below.

On any matter on which holders of Cumulative Preferred Stock shall be entitled to vote, each share of Cumulative Preferred Stock entitled to vote shall entitle the holder thereof to that number of votes (including any fractional vote) determined by dividing the amount to which the share is entitled in the event of involuntary liquidation, dissolution or winding up of the Company (exclusive of accrued or accumulated and unpaid dividends) by \$10.

Restrictions on Corporate Action

The Articles provide that the vote of the holders of Cumulative Preferred Stock having two-thirds of the total number of votes possessed by the holders of the then outstanding shares of Cumulative Preferred Stock will be required: (a) to authorize or issue any additional stock ranking prior to or on a parity with the Cumulative Preferred Stock as to dividends or

assets; (b) to authorize additional shares of Cumulative Preferred Stock or to authorize or issue any obligation or security convertible into or evidencing the right to purchase shares of Cumulative Preferred Stock or any stock ranking prior to or on parity with the Cumulative Preferred Stock as to dividends or assets; (c) to issue additional Cumulative Preferred Stock or stock of equal rank unless the net income of the Company determined in accordance with generally accepted accounting practices, for a specified twelve-month period, shall have been at least twice the annual dividend requirements upon the entire amount of the Cumulative Preferred Stock and all stock ranking prior to or on a parity with the Cumulative Preferred Stock to be outstanding immediately after the proposed issue of such additional shares, and unless the net income of the Company available for interest and dividends for such twelve months, determined in accordance with generally accepted accounting practices to be available for the payment of interest, shall have been at least 1 1/2 times the sum of (i) the annual interest requirements on the Company's indebtedness to be outstanding immediately after the proposed issue of such additional shares and (ii) the annual dividend requirements on the entire amount of Cumulative Preferred Stock and all stock ranking prior to or on a parity with the Cumulative Preferred Stock to be outstanding immediately after the proposed issuance of such additional shares (provided that the approval of only a majority of the outstanding Cumulative Preferred Stock shall be required if only the net income available for interest and dividends test is not met) or (d) amend the Articles so as to affect adversely any of the preferences or other rights thereby given to the Cumulative Preferred Stock.

The Articles provide that the vote of the holders of Cumulative Preferred Stock having a majority of the total number of votes possessed by the holders of the then outstanding shares of Cumulative Preferred Stock will be required to:

(a) effect a merger or consolidation with any other corporation, or sell the property of the Company as or substantially as an entirety (other than a mortgage of the Company's assets) or (b) create or issue any unsecured notes, debentures or other unsecured indebtedness, or assume any such unsecured securities, for purposes other than the refunding of outstanding unsecured securities theretofore issued or assumed by the Company, if immediately after such issue or assumption the total principal amount of all such unsecured securities issued or assumed by the Company and then outstanding would exceed 20% of the aggregate of (i) the total principal amount of all secured indebtedness issued or assumed by the Company and then outstanding plus (ii) the capital and surplus of the Company; provided that if such approval is sought at a meeting of holders

of the Cumulative Preferred Stock the approval of only the holders of a majority of the Cumulative Preferred Stock represented at such meeting, and constituting a quorum, shall be required.

Articles of Incorporation

The Articles require a vote of the holders of at least 80% of the outstanding shares of capital stock possessing full voting power for the election of directors, considered as one class ("Voting Shares"), in order for the Company to enter into a merger, consummate a sale of a substantial amount of assets or enter into certain other transactions (each a "Business Combination") with any beneficial holder (a "Substantial Stockholder") of 5% or more of the Company's outstanding Common Stock unless at least two-thirds of the Continuing Directors (generally those in office before the Substantial Stockholder became a Substantial Stockholder or directors elected by such Continuing Directors) approve the Business Combination, in which case a vote of the holders of a majority of the capital stock entitled to vote is required to approve the Business Combination. A majority vote of the holders of capital stock entitled to vote would also be sufficient if (i) the percentage premium over fair market value paid to each stockholder of any class of capital stock is at least as great as the ratio of (x) the highest price paid for such capital stock by the Substantial Stockholder in the previous two years to (y) the fair market value of such stock prior to the Substantial Stockholder's initial acquisition of stock within the previous two years, (ii) the per share consideration received by stockholders is at least as much as the greatest of: (a) the highest price paid by the Substantial Stockholder for stock of the same class, (b) the fair market value of the stock and (c) the book value of the stock, (iii) the consideration paid by the Substantial Stockholder to other stockholders is either cash or the same form used by the Substantial Stockholder in acquiring stock prior to the Business Combination, (iv) certain changes in the capitalization of the Company do not occur between the time the Substantial Stockholder acquires a 5% or greater interest and the consummation of the Business Combination and (v) the Substantial Stockholder delivers to the holders of all voting stock an information statement indicating the views of the Continuing Directors and, if requested by the Continuing Directors, containing the opinion of an investment banking firm on the fairness of the Business Combination.

The affirmative vote of the holders of at least 80% of the voting power of the then outstanding Voting Shares or at least two-thirds of the Continuing Directors is required to

amend or repeal the above described provision or to adopt a provision inconsistent therewith.

Certain Anti-Takeover Provisions

Each share of Common Stock currently is accompanied by one half of one Preference Stock Purchase Right ("Right"), which initially will be attached to and trade with such share. Each Right enables the holder to acquire one one-hundredth of a share of Series A Participating Preference Stock (or, under certain circumstances, other securities) at a price of \$75 per one one-hundredth share, subject to adjustment. The Rights (other than those held by an acquiring person or group ("Acquiring Person")), which expire July 25, 2000, will be exercisable only if an Acquiring Person acquires 10% or more of the Company's Common Stock or announces an intention to make a tender offer or exchange offer which would result in the Acquiring Person owning 10% or more of the Common Stock. The Rights may be redeemed by the Company in whole, but not in part, for \$0.01 per Right, prior to 10 days after the first public announcement of the acquisition of 10% or more of the Company's Common Stock by an Acquiring Person.

In addition, upon the occurrence of a merger or other business combination, or an event of the type described in the preceding paragraph, holders of the Rights, other than an Acquiring Person, will be entitled, upon exercise of a Right, to receive either Common Stock of the Company or common stock of the Acquiring Person having a value equal to two times the exercise price of the Right. Any time after an Acquiring Person acquires 10% or more (but less than 50%) of the Company's outstanding Common Stock, the Board of Directors may, at its option, exchange part or all of the Rights (other than Rights held by the Acquiring Person) for Common Stock of the Company on a one-for-two basis.

Severance pay agreements (each a "Severance Pay Agreement") between the Company and certain officers and other employees, subject to the terms of the Change of Control Severance Pay Plan, and the First Amendment to the Change of Control Severance Pay Plan provide for certain payments to be made to any such employee if such employee is terminated in the event of the occurrence of certain changes of control of the Company. The amounts payable to a senior officer in such event will be equal to 36 months of base salary as in effect as of the date of termination plus three times the annual average incentive compensation paid to such senior officer during the prior three calendar years. Each Employee who is not a senior officer will receive the greater of 17 weeks' compensation or compensation

for a number of weeks equal to two times the employee's number of full years of employment by the Company. In each case, such compensation shall be paid in a single payment if the involuntary termination occurs within three years after the change of control. In the event of a voluntary termination by an employee, during the period commencing twelve months after and ending eighteen months after the triggering change of control, the employee shall be entitled to receive the same amount as in the case of involuntary termination. However such payment will not take the form of a lump sum, but rather will be made in equal monthly installments for the period corresponding to the applicable multiple used in calculating the amount of the payment, ceasing when the employee becomes otherwise employed.

The Company is subject to the provisions of Sections 17-12,100 to 12,104 of the Kansas General Corporation Code. In general, Section 17-12,101 prevents an "interested stockholder" from engaging in a "business combination" with a Kansas corporation for three years following the date such person became an interested stockholder, unless: (i) prior to the date such person became an interested stockholder, the board of directors of the corporation approved the transaction in which the interested stockholder became an interested stockholder or approved the business combination; (ii) upon consummation of the transaction that resulted in the interested stockholder's becoming an interested stockholder, the interested stockholder owns at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding stock held by directors who are also officers of the corporation and stock held by certain employee stock plans; or (iii) on or subsequent to the date of the transaction in which such person became an interested stockholder, the business combination is approved by the board of directors of the corporation and authorized at a meeting of stockholders by the affirmative vote of the holders of at least two-thirds of the outstanding voting stock of the corporation not owned by the interested stockholder.

Section 17-12,100 defines a "business combination" to include: (i) any merger or consolidation involving the corporation and an interested stockholder; (ii) any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving an interested stockholder; (iii) subject to certain exceptions, any transaction which results in the issuance or transfer by the corporation of any stock of the corporation to an interested stockholder; (iv) any transaction involving the corporation which has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder;

or (v) the receipt by an interested stockholder of any loans, guarantees, pledges or other financial benefits provided by or through the corporation. In addition, Section 17-12,100 defines an "interested stockholder" as an entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by such entity or person.

Miscellaneous

None of the Cumulative Preferred Stock, including the New Preferred Stock, has any preemptive or conversion rights.

Transfer Agent and Registrar

The Transfer Agent and Registrar for the New Preferred Stock will be Chemical Bank, New York, New York.

DESCRIPTION OF THE NEW BONDS

The New Bonds will be issued as one or more new series under the Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944 ("Original Indenture"), between the Company and Harris Trust and Savings Bank ("Principal Trustee") and State Street Bank and Trust Company of Missouri, N.A., as Trustees ("Trustees"), as heretofore amended and supplemented and as to be supplemented by a supplemental indenture for each series of New Bonds, which Original Indenture as so amended and supplemented is herein called the "Mortgage." The statements herein concerning the New Bonds and the Mortgage are merely a summary and do not purport to be complete. These statements make use of terms defined in the Mortgage, which has been filed as an Exhibit to the Registration Statement of which this Prospectus is a part, and such statements are qualified in their entirety by reference to said documents.

The definitive provisions of the New Bonds will not be determined until the time of sale and, accordingly, the provisions set forth below may be changed and new provisions may be added. The definitive terms of each series of New Bonds are set forth in the Prospectus as amended and supplemented by the Prospectus Supplement by which such New Bonds are offered.

General

Each series of New Bonds will mature on the date or dates and bear interest, payable semi-annually, at the rate or rates set forth, or determined as set forth, in the Prospectus Supplement by which such series of New Bonds is offered.

The Company has designated the principal office of Harris Trust and Savings Bank in the city of Chicago, Illinois, as its office or agency where principal, premium (if any), and interest on the New Bonds will be payable. Unless the Prospectus Supplement with respect to a series of New Bonds provides otherwise, interest on such series of New Bonds will be paid to the person in whose name such New Bond is registered at the close of business on the 15th day of the month preceding the interest payment date in respect thereof. The New Bonds will be issued as fully registered bonds, without coupons, in denominations of \$1,000 and integral multiples thereof. The New Bonds will be transferable without any service or other charge by the Company or the Principal Trustee except stamp or other taxes and other governmental charges, if any. (Article I of the Supplemental Indenture relating to each series of New Bonds.)

Security

The New Bonds will rank pari passu, except as to any sinking fund or similar fund provided for a particular series, with all bonds at any time outstanding under the Mortgage. In the opinion of Spencer, Scott & Dwyer, P.C., counsel for the Company, the Mortgage constitutes a first mortgage lien on substantially all the fixed property and franchises owned by the Company, other than property specifically excepted, subject only to Permitted Encumbrances as defined in the Mortgage and, as to after-acquired property, to liens thereon existing or liens placed thereon at the time of acquisition for unpaid portions of the purchase price. The principal properties subject to the lien of the Mortgage are the electric properties owned by the Company. (Granting and Habendum Clauses and Sections 1.04 and 1.05 of the Mortgage.)

The Mortgage contains restrictions on (1) the acquisition of property (other than electric equipment subject to chattel mortgages or similar liens) subject to a prior lien securing indebtedness exceeding 60% of the sum of (i) the fair value of the property and (ii) 166-2/3% of the amount of bonds issuable on the basis of property additions and (2) the issuance of bonds, withdrawal of cash or release of property on the basis of property additions subject to a prior lien and prior lien bonds. Indebtedness secured by a prior lien on property at the time of its acquisition may not be increased unless the evidences of such increases are pledged with the Principal Trustee. (Sections 1.05, 4.16., 4.18 and 4.20 of the Mortgage.)

Issuance of Additional Bonds

The Mortgage limits the aggregate principal amount of the bonds at any one time outstanding to \$1,000,000,000. (Section 2.01 of the Mortgage as amended by the Fourteenth Supplemental Indenture.)

Additional bonds may be issued under the Mortgage in a principal amount equal to (a) 60% of net property additions (as defined in the Mortgage) acquired or constructed subsequent to the date of the execution of the Original Indenture, (b) the principal amount of certain retired bonds or prior lien bonds and (c) the amount of deposited cash. (Article 3 of the Mortgage.)

No bonds may be issued as provided in clauses (a) and (c) above, nor as provided in clause (b) above with certain exceptions, unless the net earnings of the Company (as defined in Section 1.06 of the Mortgage) are at least two times the annual interest on all bonds (including the bonds proposed to be issued) and indebtedness secured by a prior lien. (Article 3 of the Mortgage.) Net earnings are computed without deduction of (i) income and profits taxes (as defined in the Mortgage), (ii) expenses or provisions for interest on any indebtedness, or for any sinking or similar fund for retirement of indebtedness, or (iii) amortization of debt discount and expense. (Section 1.06 of the Mortgage.)

Property additions must consist of property used or useful in the electric business acquired or constructed by the Company subsequent to the date of execution of the Original Indenture. (Section 1.05 of the Mortgage.)

Cash deposited under clause (c) above may be withdrawn by the Company in an amount equal to the bonds issuable pursuant to clauses (a) and (b) above without regard to net earnings, or may be applied to the purchase or redemption of bonds of any series designated by the Company. (Sections 3.09, 3.10 and 8.11 of the Mortgage.)

Redemption Provisions

Any provisions relating to the optional and mandatory redemption by the Company of each series of New Bonds will be as set forth in the Prospectus Supplement by which each such series is to be offered.

Supplemental Indentures under which certain outstanding series of bonds were issued allow the holders of those

bonds to require the Company to redeem them under certain circumstances. Provisions providing for mandatory redemption of any series of New Bonds upon demand by the holders thereof will be as set forth in the Prospectus Supplement by which each such series is to be offered.

Supplemental indentures under which certain outstanding series of bonds were issued provide for sinking funds for the benefit of such respective series, each applicable only so long as the bonds of such respective series are outstanding. Sinking Fund provisions applicable to a series of New Bonds, if any, will be as set forth in the Prospectus Supplement by which such series of New Bonds is to be offered.

Maintenance and Replacement Fund

The Mortgage does not provide for a Maintenance and Replacement Fund for any series of New Bonds.

Dividend Restriction

So long as any of the New Bonds are outstanding, the Company will not declare or pay any dividends (other than dividends payable in shares of its Common Stock) or make any other distribution on, or purchase (other than with the proceeds of additional Common Stock financing) any shares of, its Common Stock if the cumulative aggregate amount thereof after August 31, 1944 (exclusive of the first quarterly dividend of \$98,000 paid after said date) would exceed the earned surplus (as defined) accumulated subsequent to August 31, 1944, or the date of succession in the event that another Company succeeds to the rights and liabilities of the Company by a merger or consolidation. (Section 4.11 of the Mortgage and Article IV of the Supplemental Indenture relating to such series of New Bonds.)

Events of Default

The Mortgage provides generally that failure for 60 days to pay any interest due on any bonds issued thereunder; failure to pay when due the principal of any bonds issued under the Mortgage or the principal of or interest on any outstanding prior lien bonds; failure to perform or observe for 90 days after notice of such failure any other of the covenants, agreements or conditions of the Mortgage, indentures supplemental thereto or any of the bonds issued thereunder; and the occurrence of insolvency, bankruptcy, receivership or similar events, constitute defaults. (Section 9.01 of the Mortgage.)

Upon the occurrence and continuation of a default, either of the Trustees, or the holders of not less than 25% in principal amount of the outstanding bonds may declare the bonds immediately due and payable, but the holders of a majority in principal amount of the bonds may annul such declaration and its consequences if such default has been cured. (Section 9.01 of the Mortgage.)

The holders of not less than 75% in principal amount of the outstanding bonds (including not less than 60% in aggregate principal amount of bonds of each series) may waive any default under the Mortgage, except a default in payment of principal of, or premium or interest on, the bonds and a default arising from the creation of any lien prior to or on a parity with the lien of the Mortgage. (Section 9.21 of the Mortgage.)

The Company is required to file with the Principal Trustee such information, documents and reports with respect to compliance by the Company with the conditions and covenants of the Mortgage as may be required by the rules and regulations of the Securities and Exchange Commission. No periodic evidence is required to be furnished, however, as to the absence of default. (Article 9 of the Mortgage.)

Modification of the Mortgage

The Mortgage and the rights of bondholders may be modified with the consent (in writing or given at a meeting of bondholders) of the holders of not less than 60% in principal amount of the bonds then outstanding or, in the event that all series are not so affected, of not less than 60% in principal amount of the outstanding bonds of all series which may be affected by any such modification voting together. Without the consent of the holder of each bond affected, the bondholders have no power to (a) extend the time of payment of the principal of or interest on any bonds, (b) reduce the principal amount thereof or the rate of interest thereon or otherwise modify the terms of payment of principal or interest, (c) permit the creation of any lien ranking prior to or on a parity with the lien of the Mortgage with respect to any of the Mortgaged Property, (d) deprive any non-assenting bondholder of a lien upon the Mortgaged Property for the security of such bondholder's bonds or (e) reduce the percentage of bondholders authorized to take such action. Such prohibition against modification does not prevent abolition of or changes in any sinking or other fund. (Article 15 of the Mortgage, as amended by the Twenty-Fourth Supplemental Indenture.)

Concerning the Trustees

The Company maintains a line of credit with the Principal Trustee and has other banking and trust relationships with each of the Trustees.

The Mortgage provides that the holders of a majority in principal amount of the outstanding bonds will have the right to require the Trustees to take certain action on behalf of the bondholders but under certain circumstances the Trustees may decline to follow such directions or to exercise certain of their powers. Prior to taking such action the Trustees are entitled to indemnity satisfactory to the Trustees against costs, expenses and liabilities that may be incurred in the course of such action. This right does not, however, impair the absolute right of any bondholder to enforce payment of the principal of and interest on his bond when due. (Sections 9.16 and 9.17 of the Mortgage.)

PLAN OF DISTRIBUTION

The Company may sell the Securities in any of the following ways: (i) through underwriters or dealers; (ii) directly to one or more purchasers; or (iii) through agents. The applicable Prospectus Supplement will set forth the terms of the offering of any Securities, including the names of any underwriters or agents, the purchase price of such Securities and the proceeds to the Company from such sale, any underwriting discounts and other items constituting underwriters' compensation, any initial public offering price, any discounts or concessions allowed or reallocated or paid to dealers and any securities exchanges on which such Securities may be listed.

If underwriters are used in the sale of the Securities, such Securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. Such Securities may be offered to the public either through underwriting syndicates represented by managing underwriters or by underwriters without a syndicate. Unless otherwise set forth in the applicable Prospectus Supplement, the obligations of the underwriters to purchase such Securities will be subject to certain conditions precedent, and the underwriters will be obligated to purchase all of such Securities if any of such Securities are purchased. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time. Only underwriters named in a Prospectus Supplement are deemed

to be underwriters in connection with the Securities offered thereby.

Securities also may be sold directly by the Company or through agents designated by the Company from time to time. Any agent involved in the offer or sale of Securities will be named and any commissions payable by the Company to such agent will be set forth in the applicable Prospectus Supplement. Unless otherwise indicated in the applicable Prospectus Supplement, any such agent will act on a best efforts basis for the period of its appointment.

If underwriters are used in any sale of the New Common Stock, the purchase agreement in connection with such sale may provide for an option on the part of the underwriters to purchase additional shares of such New Common Stock within thirty days of the execution of said purchase agreement, which option may be exercised solely to cover over-allotments. Any such over-allotment option will be disclosed in the Prospectus Supplement in connection with the New Common Stock offered thereby.

If so indicated in a Prospectus Supplement with respect to the New Bonds, the Company will authorize agents, underwriters or dealers to solicit offers by certain institutions to purchase such New Bonds from the Company at the public offering price set forth in the Prospectus Supplement pursuant to Delayed Delivery Contracts ("Contracts") providing for payment and delivery on the date or dates stated in the Prospectus Supplement. Each Contract will be for an amount not less than, and the aggregate amount of the New Bonds sold pursuant to the Contracts shall be not less nor more than, the respective amounts stated in the Prospectus Supplement. Institutions with whom the Contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions, and other institutions, but will in all cases be subject to the approval of the Company. The Contracts will not be subject to any conditions except (i) the purchase by an institution of the New Bonds covered by its Contract shall not at the time of delivery be prohibited under the laws of any jurisdiction in the United States to which such institution is subject, and (ii) if the New Bonds are being sold to underwriters, the Company shall have sold to such underwriters the total amount of the New Bonds less the amount thereof covered by the Contracts. The underwriters will not have any responsibility in respect of the validity or performance of the Contracts.

If dealers are utilized in the sale of any Securities, the Company will sell such Securities to the dealers, as principal. Any dealer may then resell such Securities to the public at varying prices to be determined by such dealer at the time of resale. The name of any dealer and the terms of the transaction will be set forth in the Prospectus Supplement with respect to such Securities being offered thereby.

It has not been determined whether the New Preferred Stock or the New Bonds will be listed on a securities exchange. Underwriters will not be obligated to make a market in any of the Securities. The Company cannot predict the activity of trading in, or liquidity of, the New Preferred Stock or the New Bonds. The New Common Stock will be listed on the New York Stock Exchange.

Any underwriters, dealers or agents participating in the distribution of Securities may be deemed to be underwriters and any discounts or commissions received by them on the sale or resale of Securities may be deemed to be underwriting discounts and commissions under the Securities Act of 1933, as amended (the "Securities Act"). Agents and underwriters may be entitled under agreements entered into with the Company to indemnification by the Company against certain liabilities, including liabilities under the Securities Act, or to contribution with respect to payments that the agents, or underwriters may be required to make in respect thereof. Agents and underwriters may be customers of, engaged in transactions with, or perform service for, the Company or its affiliates in the ordinary course of business.

LEGAL OPINIONS

Certain legal matters in connection with the Securities are being passed upon by Spencer, Scott & Dwyer, P.C., Joplin, Missouri; Anderson, Byrd, Richeson & Flaherty, Ottawa, Kansas; Brydon, Swearingen & England, Professional Corporation, Jefferson City, Missouri; and Cahill Gordon & Reindel, New York, New York counsel for the Company. Certain legal matters are being passed upon for the underwriters by Thompson Coburn, St. Louis Missouri. Cahill Gordon & Reindel is relying as to the matters of Kansas law upon the opinion of Anderson, Byrd, Richeson & Flaherty, as to matters of Missouri law (except as to matters relating to the approval of the Missouri, Arkansas and Oklahoma public utility commissions) upon the opinion of Spencer, Scott & Dwyer, P.C.

EXPERTS

The financial statements incorporated in this Prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 1996 and the financial statement schedule included in the Registration Statement have been so incorporated in reliance on the report of Price Waterhouse LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

No dealer, salesman, or any other person has been authorized to give any information or to make any representations other than those contained in this Prospectus, including any prospectus supplement in connection with the offer contained in this Prospectus, and, if given or made, such information or representations must not be relied upon as having been authorized by the Company or any underwriter, dealer, or agent. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of these securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date hereof.

THE EMPIRE DISTRICT
ELECTRIC COMPANY

\$80,000,000

COMMON STOCK

FIRST MORTGAGE BONDS

and
CUMULATIVE PREFERRED STOCK

PROSPECTUS

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INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

Securities and Exchange Commission	
Registrant Fee	\$ 24,242
Counsel Fees and Expenses	126,500(1)
Services of Independent Accountants	38,500(1)
Trustee's Fees and Expenses	33,000(1)(2)
Printing Expenses, including Engraving	154,000(1)
First Mortgage Bonds Rating Fees	44,000(1)(2)
Blue Sky Fees and Expense	16,500(1)
Transfer Agent and Registrar Fees	5,500(1)(3)
Miscellaneous Expenses	<u>12,758(1)</u>
 Total	 \$ 455,000(1)

- (1) Estimated as if the Securities were sold in three different offerings with three separate Prospectus Supplements.
- (2) Required only if First Mortgage Bonds are issued.
- (3) Required only if New Preferred Stock and/or Common Stock are issued.

Item 15. Indemnification of Officers and Directors.

The Company is organized under the laws of the State of Kansas and its Articles of Incorporation and Bylaws contain provisions permitted by the Kansas General Corporation Code which, in general terms, provided that directors and officers will be indemnified by the Company for all losses that may be incurred by them in connection with any claim or legal action in which they may become involved by reason of their service as a director or officer of the Company, if they meet certain specified conditions, and provide for the advancement by the Company to directors and officers of expenses incurred by them in defending suits arising out of their service as such.

The directors and officers of the Company are covered by insurance indemnifying them against certain liabilities which might be incurred by them in their capacities as such, including certain liabilities arising under the Securities Act of 1933. The premium for this insurance is paid by the Company.

The proposed forms of Purchase Agreement between the Company and any purchaser, filed as Exhibits 1(a), 1(b) and 1(c) hereto, contain descriptions of the indemnification arrangements with respect to this offering, and are incorporated herein by reference.

Item 16. Exhibits.

Reference is made to the Exhibit Index filed as a part of this Registration Statement.

Item 17. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; notwithstanding the foregoing, any increase or decrease in volume of securities being offered (if the total

dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposed of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 15 above, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification in against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the secu-

rities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Trust Indenture Act.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Joplin, State of Missouri, on September 8, 1997.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: /s/ Myron W. McKinney
Myron W. McKinney
President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>/s/ Myron W. McKinney</u> Myron W. McKinney	President, Chief Executive Officer and Director (Principal Executive Officer)	September 8, 1997
<u>/s/ R.B. Fancher</u> R.B. Fancher	Vice President-Finance (Principal Financial Officer)	September 8, 1997
<u>/s/ G.A. Knapp*</u> G.A. Knapp	Controller and Assistant Treasurer (Principal Accounting Officer)	September 8, 1997
<u>/s/ V.E. Brill*</u> V.E. Brill	Director	September 8, 1997
<u>/s/ M.F. Chubb, Jr.*</u> M.F. Chubb, Jr.	Director	September 8, 1997
<u>/s/ R.D. Hammons*</u> R.D. Hammons	Director	September 8, 1997
<u>/s/ R.C. Hartley*</u> R.C. Hartley	Director	September 8, 1997
<u>/s/ J.R. Herschend*</u> J.R. Herschend	Director	September 8, 1997

/s/ F.E. Jeffries* Director September 8, 1997
F.E. Jeffries

/s/ R.L. Lamb* Director September 8, 1997
R.L. Lamb

/s/ R.E. Mayes* Director September 8, 1997
R.E. Mayes

/s/ M.M. Posner* Director September 8, 1997
M.M. Posner

*By /s/ R.B. Fancher
(R.B. Fancher, as
attorney in fact
for each of the
persons indicated)

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
1(a)*	- Form of Purchase Agreement for New Common Stock.
1(b)*	- Form of Purchase Agreement for New Bonds
1(c)*	- Form of Purchase Agreement for New Preferred Stock
4(a)	- Restated Articles of Incorporation (Incorporated by reference to Exhibit 4(a) to Registration Statement No. 33-54539 on Form S-3).
(b)	- Rights Agreement dated July 26, 1990 (Incorporated by reference to Exhibit 4(a) to Form 8-K, File No. 1-3368).
(c)	- Amendment to Rights Agreement dated July 26, 1990 between the Company and Chemical Bank (successor to Manufacturers Hanover Trust Company), as Rights Agent (incorporated by reference to Exhibit 4 to Report on Form 10-Q for the quarter ended September 30, 1991, File No. 1-3368).
(d)	- Indenture of Mortgage and Deed of Trust dated as of September 1, 1944 and First Supplemental Indenture thereto (Incorporated by reference to Exhibits B(1) and B(2) to Form 10, File No. 1-3368).
(e)	- Third and Sixth through Eighth Supplemental Indentures to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 2(c) to Form S-7, File No. 2-59924).
(f)	- Fourteenth Supplemental Indenture to Indenture of Mortgage and Deed of Trust.

- (g) - Sixteenth Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(i) to Report on Form 10-K for the year ended December 31, 1989, File No. 1-3368).
- (h) - Seventeenth Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(j) to Report on Form 10-K for the year ended December 31, 1990, File No. 1-3368).
- (i) - Eighteenth Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4 to Report on Form 10-Q for the quarter ended June 30, 1992, File No. 1-3368).
- (j) - Nineteenth Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(1) to Registration Statement No.33-66748 on Form S-3, filed July 30, 1993).
- (k) - Twentieth Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(m) to Registration Statement No.33-66748 on Form S-3, filed July 30, 1993).
- (l) - Twenty-First Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4 to Report on Form 10-Q for the quarter ended September 30, 1993, File No. 1-3368).
- (m) - Twenty-Second Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(k) to Annual Report on Form 10-K for the year ended December 31, 1993, File No. 1-3368).

- (n) - Twenty-Third Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(1) to Annual Report on Form 10-K for the year ended December 31, 1993, File No. 1-3368).
- (o) - Twenty-Fourth Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(m) to Annual Report on Form 10-K for the year ended December 31, 1993, File No. 1-3368).
- (p) - Twenty-Fifth Supplemental Indenture dated as of November 1, 1994 to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(p) to Form S-3, File No. 33-56635).
- (q) - Twenty-Sixth Supplemental Indenture dated as of April 1, 1995 to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4 to Form 10-Q for quarter ended March 31, 1995, File No. 1-3368).
- (r) - Twenty-Seventh Supplemental Indenture dated as of June 1, 1995 to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4 to Form 10-Q for quarter ended June 30, 1995, File No. 1-3368).
- (s) - Twenty-Eighth Supplemental Indenture dated as of December 1, 1996 to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4 to Form 10-K for fiscal year ended December 31, 1996, File No. 1-3368).
- (t)* - Form of Supplemental Indenture relating to the New Bonds.

- (u) - Form of Certificate of Designation Description and Certain Terms of % Cumulative Preferred Stock, \$10.00 par value (Incorporated by reference to Exhibit 4(p) to Registration Statement No. 33-66748 on Form S-3 filed July 30, 1993).
- 5(a)* - Opinion of Anderson, Byrd, Riche-son & Flaherty regarding the le-gality of the New Common Stock and the New Preferred Stock.
- 5(b)* - Opinion of Spencer, Scott & Dwyer, P.C. regarding the legality of the New Bonds.
- 23(a)* - Consent of Price Waterhouse LLP.
- (b) - Consent of Anderson, Byrd, Riche-son & Flaherty (included in Ex-hibit 5(a) hereto).
- (c) - Consent of Spencer, Scott & Dwyer (included in Exhibit 5(b) hereto).
- 24* - Powers of Attorney.
- 25(a)* - Statement of Eligibility and Qualification under the Trust In-denture Act of 1939 (on Form T-1) of Harris Trust and Savings Bank.
- 25(b)* - Statement of Eligibility and Qualification under the Trust In-denture Act of 1939 (on Form T-1) of State Street Bank and Trust Company of Missouri, N.A.
- 27 - Financial Data Schedule (Incorpo-rated by reference to Exhibit 27 to Report on Form 10-Q for the quarter ended June 30, 1997, File No. 1-3368).

* Filed herewith.

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

THE EMPIRE DISTRICT ELECTRIC COMPANY

COMMON 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 common 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, common stock, \$1.00 par value, registered under the registration statement referred to in Section 3(a) ("Common Stock"). The shares of Common Stock referred to on Schedule A of the Purchase Agreement are hereinafter referred to as the "Firm Common Stock." The Purchase Agreement may provide for an additional number of shares of Common Stock (the "Additional Common Stock") which the purchasers may purchase on the terms and conditions set forth in this Agreement for the sole purpose of covering over-allotments. The Firm Common Stock and the Additional Common Stock, if any, are collectively referred to as the "Purchased Common Stock." The firm or firms, as the case may be, which agree to purchase the Purchased Common Stock are hereinafter referred to as the "Purchasers" of such Purchased Common 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 Common Stock. Subject to the terms and conditions set forth in this Agreement, the Company will deliver the Firm Common 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 Firm Common 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.

If there is any Additional Common Stock, the Purchasers shall have the option to purchase, severally and not jointly, from the Company, ratably in accordance with the number of shares of Firm Common Stock to be purchased by each of them (subject to such adjustment as you shall determine to avoid fractional shares), all or a portion of the Additional Common Stock, if any, as may be necessary to cover over-allotments made in connection with the offering of the Firm Common Stock, at the same purchase price per share to be paid by the Purchasers to the Company for the Firm Common Stock, all subject to the terms and conditions set forth in this Agreement. This option may be exercised at any time (but not more than once) on or before the thirtieth day following the date hereof, by your written notice to the Company. Such notice shall set forth the aggregate number of shares of Additional Common Stock as to which the option is being exercised, and the date and time when the Additional Common Stock is to be delivered (such date and time being herein referred to as the "Additional Closing Date"); provided, however, that the Additional Closing Date shall not be earlier than the Closing Date nor earlier than the third business day after the date on which the option shall have been exercised nor later than the eighth business day after the date on which the option shall have been exercised. The number of shares of Additional Common Stock to be sold to each Purchaser shall be the number which bears the same proportion to the aggregate number of shares of Additional Common Stock being purchased as the number of shares of Firm Common Stock set forth opposite the name of such Purchaser on Schedule A to the Purchase Agreement bears to the total number of shares of Firm Common Stock (subject, in each case, to such adjustment as you may determine to eliminate fractional shares).

Payment of the purchase price for the Additional Common Stock, if any, shall be made on the Additional Closing Date in the same manner and at the same office as the payment for the Firm Common Stock. 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 Additional Closing Date, the Additional Common 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 Additional 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.

If the Additional Closing Date occurs after the Closing Date, then the obligation of the Purchasers to purchase the Additional Common Stock shall be conditioned upon receipt of supplemental opinions, certificates and letters confirming as of the Additional Closing Date the opinions, certificates and letters delivered on the Closing Date pursuant to Section 6 hereof.

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 Common 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 the prospectus supplement with respect to the Purchased Common Stock referred to in Section 2 and all prior amendments and supplements thereto (other than supplements and amendments relating to Common Stock that is not Purchased Common Stock) and 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 so amended or supplemented (including all material so incorporated by reference therein), in the form first filed by the Company pursuant to Rule 424(b) 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 Common 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 Common 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 Common Stock which is not Purchased Common 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 Common 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 Common 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 Common 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 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 Common Stock as set forth under the caption "Use of Proceeds" in the Prospectus.

(h) If a public offering of the Purchased Common Stock is to be made, the Company will not offer or sell any of its other common stock (other than pursuant to the Company's dividend reinvestment and stock purchase plan or 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 Common 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, 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 Common 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 with Respect to Firm Common Stock. The obligations of the Purchas-

ers to purchase and pay for the Firm Common Stock shall be subject to 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 outstanding shares of the Company's common stock have been duly authorized and issued, are fully paid and non-assessable; the Purchased Common 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 Purchased Common Stock conforms to the description thereof incorporated by reference into the Prospectus;

(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 Common Stock have been obtained; any conditions in such approvals required to be satisfied prior to the issuance of the Purchased Common 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 Common 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 State 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 Common 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, 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 Prospectus 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 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, Swearingen & 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 Common 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 Common 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 incorporated by reference into the Prospectus;

(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 Common 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, and each amendment or supplement thereto (except, in the 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, Swearingen & 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 accountants 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 Common 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 descriptions thereof incorporated by reference into the Prospectus;

(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 Common 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 there-

with (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, and each amendment or supplement thereto (except, in the 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, Swearingen & 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 accountants 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 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 a letter from the Company's independent accountant(s), dated the Closing Date addressed to you, confirming that they are independent public accountants within the meaning of the Act and the Rules and Regulations, and stating in effect that:

(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 such letter (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 or 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 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 letter.

(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 Registra-

tion 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 Common 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.

(l) The New York Stock Exchange, Inc. shall have approved for listing upon official notice of issuance, the Purchased Common Stock.

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 specifically 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 Common 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 notifies 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 Common 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 allocation (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 Common 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 or, with respect to the Additional Common Stock, the Additional 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 Firm Common Stock or the Additional Common Stock, as the case may be, 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 Firm Common Stock or the Additional Common Stock, if any, 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 Common Stock or termination of this Agreement.

11. Default of Purchasers. If any Purchaser or Purchasers default in their obligations to purchase Firm Common Stock or Additional Common Stock, as the case may be, hereunder and the aggregate number of shares of Firm Common Stock or Additional Common Stock, as the case may be, 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 Firm Common Stock or Additional Common Stock, as the case may be, you may make arrangements satisfactory to the Company for the purchase of such Firm Common Stock or Additional Common Stock, as the case may be, by other persons, including any of the Purchasers, but if no such arrangements are made by the Closing Date or the Additional Closing Date, as the case may be, the non-defaulting Purchasers shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Firm Common Stock or Additional Common Stock, as the case may be, which such defaulting Purchasers agreed but failed to purchase. If any Purchaser or Purchasers so default and the aggregate amount of Firm Common Stock or Additional Common Stock, as the case may be, 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 Firm Common Stock or Additional Common Stock, as the case may be, 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 and expect that any default by a Purchaser with respect to the purchase of Addi-

tional Common Stock shall not affect the obligation of the Purchasers to purchase the Firm Common Stock. In the event that any Purchaser or Purchasers default in their obligation to purchase Firm Common Stock or Additional Common Stock, as the case may be, 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 Common 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 Common 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) 625-5153 (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.

EMPIRE DISTRICT ELECTRIC COMPANY

**FIRST MORTGAGE BONDS
STANDARD PURCHASE PROVISIONS**

INCLUDING

FORM OF PURCHASE AGREEMENT

THE EMPIRE DISTRICT ELECTRIC COMPANY

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 a designated series of First Mortgage Bonds 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 First Mortgage Bonds registered under the registration statement referred to in Section 3(a) ("Bonds"). The Bonds will be issued under an Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944 ("Original Mortgage"), by and between the Company and Harris Trust and Savings Bank and State Street Bank and Trust Company of Missouri, N.A., as trustees ("Trustees"), as supplemented and amended, including by a supplemental indenture ("Supplemental Indenture") pertaining to the particular series of Bonds involved in the offering (the Original Mortgage as so amended and supplemented, the "Indenture") and will have varying designations, interest rates and terms of payment of interest, maturities, redemption and sinking fund provisions, if any, and other terms, with all of such terms for any particular series of Bonds being determined at the time of sale and being as set forth in the Purchase Agreement and Supplemental Indenture relating to such series of Bonds. The Bonds referred to in Schedule A of the Purchase Agreement are hereinafter referred to as the "Purchased Bonds." The firm or firms, as the case may be, which agree to purchase the Purchased Bonds are hereinafter referred to as the "Purchasers" of such Purchased Bonds. 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. Purchased Bonds to be purchased by Purchasers are herein referred to as "Purchasers' Bonds," and any Purchased Bonds to be purchased pursuant to Delayed Delivery Contracts (as defined below) as hereinafter provided are herein referred to as "Contract Bonds."

2. Sale and Delivery of the Bonds. Subject to the terms and conditions set forth in this Agreement, the Company will deliver the Purchasers' Bonds 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 Purchasers' Bonds 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.

If any Purchase Agreement provides for sales of Purchased Bonds pursuant to delayed delivery contracts, the Company authorizes the Purchasers to solicit offers to purchase Contract Bonds pursuant to delayed delivery contracts substantially in the form of Schedule I attached hereto (the "Delayed Delivery Contracts") with such changes therein as the Company may approve. Delayed Delivery Contracts are to be with institutional investors, including commercial and savings banks, insurance companies, pension funds, investment companies, and educational and charitable institutions. Each Delayed Delivery Contract shall provide for the purchase and sale of a principal amount of Contract Bonds not less than the amount set forth in the Purchase Agreement and the aggregate principal amount of all Contract Bonds shall not exceed the amount set forth in the Purchase Agreement. On the Closing Date, the Company will pay you as compensation, for the accounts of the Purchasers, the compensation set forth in such Purchase Agreement in respect of the principal amount of Contract Bonds. The Purchasers will not have any responsibility in respect of the validity or the performance of Delayed Delivery Contracts. If the Company executes and delivers Delayed Delivery Contracts, the Contract Bonds shall be deducted from the Purchased Bonds to be purchased by the several Purchasers and the aggregate principal amount of Purchased Bonds to be purchased by each Purchaser shall be reduced pro rata in proportion to the principal amount of Purchased Bonds set forth opposite each Purchaser's name in

such Purchase Agreement, except to the extent that you determine that such reduction shall be otherwise allocated and so advise the Company.

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 Bonds, 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 the prospectus supplement with respect to the offering of Purchased Bonds referred to in Section 2 and all prior amendments and supplements thereto (other than supplements and amendments relating to Bonds that are not Purchased Bonds), including all documents filed as a part thereof or incorporated therein pursuant to Item 12 of Form S-3 (other than the Statements of Eligibility and Qualification of the Trustees (the "Forms T-1")), is hereinafter referred to as the "Registration Statement" and such prospectus, as so amended or supplemented (including all material so incorporated by reference therein) in the form first filed by the Company pursuant to Rule 424(b) 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"), the Trust Indenture Act of 1939, as amended ("Trust Indenture 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 ref-

erence 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 Bonds, 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 Bonds 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 Bonds that are not Purchased Bonds), 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 Bonds 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 Bonds 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 Bonds; 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 an earning statement (as contemplated by Rule 158 under the Act) covering a period of twelve months 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 Bonds as set forth under the caption "Use of Proceeds" in the Prospectus.

(h) The Company will record and file the Supplemental Indenture pertaining to the Purchased Bonds in each place in which such recording or filing is required to protect and preserve the lien of the Indenture and will pay all taxes and recording fees required to be paid with respect to the execution, recording and filing of the Sup-

plemental Indenture and the issuance of the Purchased Bonds.

(i) If a public offering of the Purchased Bonds is to be made, the Company will not offer or sell any of its other debt securities which are substantially similar to the Purchased Bonds prior to ten business 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, Prospectus and Indenture and any supplements or amendments thereto; (ii) the preparation, issuance and delivery to the Purchasers of the Purchasers' Bonds and the preparation, issuance and delivery to the purchasers thereof of the Contract Bonds; (iii) the reproduction or printing and mailing in reasonable quantities of the Registration Statement, the Supplemental Indenture, amendments thereto, each preliminary prospectus, the Prospectus and any amendments or supplements thereto, this Agreement, any Blue Sky memoranda and legal investment survey 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 Bonds under the Blue Sky or securities laws of the various states, and the preparation of Blue Sky memoranda and legal investment survey for the offering; (v) the fees and expenses of the accountants and the counsel for the Company; (vi) the fees of the Trustees and any agent of the Trustees (including legal fees and disbursements, if any, of counsel to the Trustees); and (vii) 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 Purchasers' Bonds 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) All approvals of the State Corporation Commission of the State of Kansas which are required for the issuance, sale and delivery of the Purchased Bonds have been obtained; any conditions in such approvals required to be satisfied prior to the issuance of the Purchased Bonds 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 Bonds or the execution, delivery and performance by the Company of the Supplemental Indenture, the Purchased Bonds, any Delayed Delivery Contracts or 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

(iii) This Agreement and any Delayed Delivery Contracts have 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) The Purchasers' Bonds have been duly authorized, executed, authenticated, issued and delivered by the Company and constitute, and the Contract Bonds have been duly authorized and when executed and authenticated in accordance with the Indenture and delivered to and paid for by the purchasers pursuant to Delayed Delivery Contracts will constitute, valid and legally binding obligations of the Company entitled to the benefits and security provided by the Indenture except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights or the enforcement of the security provided by the Indenture and by general principles of equity and, as to the Company's interest in the Iatan Generating Station, except as the same may be limited by the terms of the Iatan Station Ownership Agreement, dated July 31, 1978, among Kansas City

Power & Light Company, St. Joseph Light & Power Company and the Company and of any other agreements by the Company relating to its interest in such Station;

(iv) The Indenture has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act and constitutes a valid and legally binding instrument of the Company enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights or the enforcement of the security provided by the Indenture or by general principles of equity and, as to the Company's interest in the Iatan Generating Station, except as the same may be limited by the terms of the Iatan Station Ownership Agreement, dated July 31, 1978, among Kansas City Power & Light Company, St. Joseph Light & Power Company and the Company and of any other agreements by the Company relating to its interest in such Station;

(v) The Indenture constitutes a direct and valid mortgage lien upon substantially all of the properties and assets of the Company specifically or generally described or referred to in the Indenture as being subject to the lien thereof (except such property as may have been disposed of, or released from the lien thereof, in accordance with the terms thereof) and will create a similar lien upon all properties and assets acquired by the Company after the date hereof located in counties in which the Indenture has been recorded and required to be subjected to the lien of the Indenture when acquired by the Company; the Indenture (except as otherwise herein stated with respect to the Supplemental Indenture) has been duly recorded as a mortgage of real estate or recorded or filed as a chattel mortgage in each county or recording or filing district in which any of the properties or assets of the Company subject to the lien of the Indenture are situated; the Supplemental Indenture has been filed for record as a mortgage of real estate in Cherokee

County, Kansas and in Jasper, Lawrence, and Newton Counties, Missouri (and specifying any other recording or filing at the Closing Date) and, upon the Supplemental Indenture being duly filed and recorded as a mortgage of real estate in all other counties in the States of Arkansas, Kansas and Missouri in which real estate subject to the lien of the Indenture is located and being filed as a chattel mortgage in the office of the Secretary of State of each of the States of Kansas, Missouri and Oklahoma, and upon the filing of an appropriate amendment to a financing statement in the office of the Secretary of State of the State of Arkansas, no further recording or filing and, under present law, no periodic or other re-recording or re-filing of the Indenture or any other instrument will be required in order to preserve and protect the lien of the Indenture either as a mortgage on real estate or as a chattel mortgage except that if the Company shall hereafter acquire property in any county in which the Indenture shall not be of record, further recording or filing may be required, depending upon the law of the State in which such county is located;

(vi) All taxes and recording fees required by the laws of the States of Arkansas, Kansas, Missouri and Oklahoma to be paid with respect to the execution, recording or filing of the Indenture and the issuance of the Purchased Bonds have been paid except such fees as are not payable until the filing for record of the Supplemental Indenture in the offices mentioned in the next preceding paragraph in which it has not been filed on the Closing Date, provision for the payment of which fees has been made by the Company, and upon payment of such fees by the Company no taxes or recording fees required by the laws of the States of Arkansas, Kansas, Missouri and Oklahoma with respect to the execution, recording or filing of the Indenture or the issuance of the Purchased Bonds will be payable;

(vii) The Company has good and marketable title in fee simple to substantially all real

and fixed properties and good and marketable title to substantially all other properties and assets specifically or generally described or referred to in the Indenture as being subject to the lien thereof (except such property as may have been disposed of, or released from the lien thereof, in accordance with the terms thereof), in each case free and clear of all liens, charges and encumbrances prior to the lien of the Indenture except permitted encumbrances as defined in the Indenture (it being understood that such foregoing opinion may be based (1) on searches of available public records performed within five business days prior to the Closing Date and (2) upon a certificate of the Company); and the descriptions of all such properties and assets contained in the granting clauses of the Indenture are correct and adequate for the purposes of the Indenture;

(viii) This Agreement and any Delayed Delivery Contracts have been duly authorized, executed and delivered by the Company;

(ix) Neither the issuance, sale and delivery of the Purchased Bonds nor the execution, delivery and performance by the Company of this Agreement, any Delayed Delivery Contract, the Supplemental Indenture or the Purchased Bonds will conflict with, violate or result in 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 matters subject to the jurisdiction of the Public Service Commission of the State of Missouri, the Corporation Commission of Oklahoma, the State Corporation Commission of the State of Kansas or the Arkansas Public Service Commission or 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 (other than the lien of the Indenture); and

(x) 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, 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 Prospectus 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.

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 and, as to all matters covered thereby, upon the opinion of Brydon, Swearngen & England, Professional Corporation referred to in paragraph (d) below.

(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 all approvals of the Public Service Commission of the State of Missouri, the Corporation Commission of Oklahoma

and the Arkansas Public Service Commission which are required for the issuance, sale and delivery of the Purchased Bonds have been obtained; any conditions in such approvals required to be satisfied prior to the issuance of the Purchased Bonds 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 States of Missouri, Oklahoma or Arkansas is legally required for the issuance, sale and delivery of the Purchased Bonds or the execution, delivery and performance by the Company of the Supplemental Indenture, the Purchased Bonds, this Agreement or any Delayed Delivery Contract (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 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 Purchasers' Bonds have been duly authorized, executed, authenticated, issued and delivered by the Company and constitute, and the Contract Bonds have been duly authorized and when executed and authenticated in accordance with the Indenture and delivered to and paid for by the purchasers pursuant to Delayed Delivery Contracts will constitute, valid and legally binding obligations of the Company entitled to the benefits and security provided by the Indenture except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights or the enforcement of the security provided by the Indenture or by general principles of equity and, as to the Company's interest in the Iatan Generating Station, except as the same may be limited by the terms of the Iatan Station Ownership Agreement, dated July 31, 1978, among Kansas City Power & Light Company, St. Joseph Light & Power Company and the Company and of any other agreements by the Company relating to its interest in such Station;

(ii) The Indenture has been duly authorized, executed and delivered by the Company,

has been duly qualified under the Trust Indenture Act and constitutes a valid and legally binding instrument of the Company enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights or the enforcement of the security provided by the Indenture or by general principles of equity and, as to the Company's interest in the Iatan Generating Station, except as the same may be limited by the terms of the Iatan Station Ownership Agreement, dated July 31, 1978, among Kansas City Power & Light Company, St. Joseph Light & Power Company and the Company and of any other agreements by the Company relating to its interest in such Station;

(iii) All approvals of the State Corporation Commission of the State of Kansas, the Public Service Commission of the State of Missouri, the Corporation Commission of Oklahoma and the Arkansas Public Service Commission which are required for the issuance, sale and delivery of the Purchased Bonds 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);

(iv) 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, and each amendment or supplement thereto (except, in each case, as to the financial statements or other financial or statistical information included therein and the Forms T-1 of the Trustees, 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 re-

quirements of Form S-3, the Trust Indenture Act and the applicable Rules and Regulations; and

(v) This Agreement and any Delayed Delivery Contracts have 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 Kansas, Missouri, Arkansas and Oklahoma, and covered by their respective opinions, upon the opinions of Anderson, Byrd, Richeson & Flaherty; Brydon, Swearngen & England, Professional Corporation and 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 accountants 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 or the Forms T-1 of the Trustees).

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

(i) The Purchasers' Bonds have been duly authorized, executed, authenticated, issued and delivered by the Company and constitute, and the Contract Bonds have been duly authorized and when executed and authenticated in accordance with the Indenture and delivered to and paid for by the purchasers pursuant to Delayed Delivery Contracts will constitute, valid and legally binding obligations of the Company entitled to the benefits and security provided by the Indenture except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights or the enforcement of the security provided by the Indenture or by general principles of equity and, as to the Company's interest in the Iatan Generating Station, except as the same may be limited by the terms of the Iatan Station Ownership Agreement, dated July 31, 1978, among Kansas City Power & Light Company, St. Joseph Light & Power Company and the Company and of any other agreements by the Company relating to its interest in such Station;

(ii) The Indenture has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act and constitutes a valid and legally binding instrument of the Company enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights or the enforcement of the security provided by the Indenture or by general principles of equity and, as to the Company's interest in the Iatan Generating Station, except as the same may be limited by the terms of the Iatan Station Ownership Agreement, dated July 31, 1978, among Kansas City Power & Light Company, St. Joseph Light & Power Company and the Company and of any other agreements by the Company relating to its interest in such Station;

(iii) All approvals of the State Corporation Commission of the State of Kansas, the Public Service Commission of the State of Missouri, the Corporation Commission of Oklahoma and the Arkansas Public Service Commission which are required for the issuance, sale and delivery of the Purchased Bonds 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);

(iv) 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, and each amendment or supplement thereto (except, in each case, as to the financial statements or other financial or statistical information included therein and the Forms T-1 of the Trustees, 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, the Trust Indenture Act and the applicable Rules and Regulations; and

(v) This Agreement and any Delayed Delivery Contracts have 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 Kansas, Arkansas and Oklahoma, and covered by their respective opinions, upon the opinions of Anderson, Byrd, Richeson & Flaherty; Brydon, Swearingen & England, Professional Corporation and Spencer, Scott & Dwyer, P.C. referred to above. Thompson Coburn need not express any opinion with respect to the matters set forth in paragraphs (i), (ii), (v), (vi), (vii) and (ix) 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 accountants 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 or the Forms T-1 of the Trustees).

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

(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 such 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 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 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, net income or in ratio of earnings to fixed charges; 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 letter.

(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) Trading in securities on the New York Stock Exchange shall not have been suspended nor shall minimum prices have been established on such Exchange; a banking moratorium shall not have been declared by New York or Missouri or United States authorities; and there shall not have been 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 which, in your reasonable judgment, makes it impracticable to proceed with the public offering or the delivery of the Purchasers' Bonds on the terms and in the manner contemplated in the Prospectus.

(j) If a public offering of the Purchasers' Bonds 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.

(k) 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.

(l) 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.

(m) The Company shall have accepted Delayed Delivery Contracts in any case where sales of Contract Bonds arranged by the Purchasers have been approved by the Company.

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 specifically 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 action 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 Bonds 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

that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation (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 Purchasers' Bonds purchased by such Purchaser and any Contract Bonds, 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 Purchasers' Bonds 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 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 Purchasers' Bonds 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 Bonds or termination of this Agreement.

11. Default of Purchasers. If any Purchaser or Purchasers default in their obligations to purchase Purchasers' Bonds hereunder and the aggregate principal amount of Purchasers' Bonds which such defaulting Purchaser or Purchasers agreed but failed to purchase is 10% of the principal amount of Purchasers' Bonds or less, you may make arrangements satisfactory to the Company for the purchase of such Purchasers' Bonds 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 Purchasers' Bonds which such defaulting Purchasers agreed but failed to purchase. If any Purchaser or Purchasers so default and the aggregate principal amount of Purchasers' Bonds 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 Purchasers' Bonds 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 Purchasers' Bonds 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 (in-

cluding, without limitation, any purchaser of the Purchasers' Bonds from a Purchaser or any subsequent holder thereof or any purchaser of any Contract Bonds 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 Bonds from any Purchaser or any subsequent holder thereof or any purchaser, as such purchaser, of any Contract Bonds 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, telecopier no. (417) 625-5155 (Attn: Vice President - Finance) (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.

Schedule I

DELAYED DELIVERY CONTRACT

Dated: _____, 199

THE EMPIRE DISTRICT ELECTRIC COMPANY
602 Joplin Street
Joplin, Missouri 64801
Attention:

Dear Sirs:

The undersigned hereby agrees to purchase from The Empire District Electric Company (the "Company"), and the Company agrees to sell to the undersigned,

\$ _____

principal amount of the Company's [state title of issue] (the "Bonds") offered by the Company's Prospectus dated _____, 199 and a Prospectus Supplement dated _____, 199, receipt of copies of which is hereby acknowledged, at a purchase price of _____ % of the principal amount thereof plus accrued interest and on the further terms and conditions set forth in this contract.

The undersigned agrees to purchase such Bonds in the principal amounts and on the delivery dates (the "Delivery Dates") set forth below:

<u>Delivery Date</u>	<u>Principal Amount</u>	<u>Plus Accrued Interest From:</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Payment for the Bonds which the undersigned has agreed to purchase on each Delivery Date shall be made to the Company or its order by certified or bank cashier's check in [same day or New York Clearing House funds] at [_____] (or at such other place as the undersigned and the Company shall agree) at 11:00 A.M., New York City Time, on such Deliv-

ery Date upon issuance and delivery to the undersigned of the Bonds to be purchased by the undersigned on such Delivery Date in such authorized denominations and, unless otherwise provided herein, registered in such names as the undersigned may designate by written or telegraphic communications addressed to the Company not less than five full business days prior to such Delivery Date.

The obligation of the Company to sell and deliver, and of the undersigned to take delivery of and make payment for, Bonds on each Delivery Date shall be subject to the conditions that (1) the purchase of Bonds to be made by the undersigned shall not at the time of delivery be prohibited under the laws of the jurisdiction to which the undersigned is subject, (2) the sale of the Bonds by the Company pursuant to this contract shall not at the time of delivery be prohibited under the laws of any jurisdiction to which the Company is subject and (3) the Company shall have sold and delivered to the Purchasers such principal amount of the Purchased Bonds as is to be sold and delivered to them. In the event that Bonds are not sold to the undersigned because one of the foregoing conditions is not met, the Company shall not be liable to the undersigned for damages arising out of the transactions covered by this contract.

Promptly after completion of the sale and delivery to the Purchasers, the Company will mail or deliver to the undersigned at its address set forth below notice to such effect, accompanied by copies of the opinions of counsel for the Company delivered to the Purchasers.

Failure to take delivery of and make payment for Bonds by any purchaser under any other Delayed Delivery Contract shall not relieve the undersigned of its obligations under this contract.

The undersigned represents and warrants that (a) as of the date of this contract, the undersigned is not prohibited under the laws of the jurisdictions to which the undersigned is subject from purchasing the Bonds hereby agreed to be purchased and (b) the undersigned does not contemplate selling the Bonds which it has agreed to purchase hereunder prior to the Delivery Date therefor.

This contract will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party hereto without the written consent of the other. This contract shall be gov-

erned by and construed in accordance with the laws of the State of Missouri. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

It is understood that the acceptance of any Delayed Delivery Contract is in the Company's sole discretion and, without limiting the foregoing, need not be on a first-come, first-served basis. If the contract is acceptable to the Company, it is requested that the Company sign the form of acceptance below and mail or deliver one of the counterparts hereof to the undersigned at its address set forth below. This will become a binding contract between the Company and the undersigned when such counterpart is so signed.

Yours very truly,

By _____

Address

Accepted, as of the date first above written

The Empire District Electric Company

By _____

PURCHASER -- PLEASE COMPLETE AT TIME OF SIGNING

The name and telephone and department of the representative of the Purchaser with whom details of delivery on the Delivery Date may be discussed are as follows:

(Please print.)

<u>Name</u>	<u>Telephone No.</u> <u>(Including Area Code)</u>	<u>Department</u>
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