As filed with the Securities and Exchange Commission on August 5, 2003

Registration No. 333-107687

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	44-0236370
(State or other jurisdiction of incorporation or organization)	(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 registrant's principal executive offices)

William L. Gipson
President and Chief Executive Officer
The Empire District Electric Company
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.	**Thomas A. Litz, Esq.**
Cahill Gordon & Reindel LLP	**Thompson Coburn LLP**
80 Pine Street	**One US Bank Plaza, Suite 3400**
New York, New York 10005	**St. Louis, Missouri 63101**
(212) 701-3000	**(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. ☐

Appendix 3

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
Unsecured Debt Securities.....	(1)(3)	(2)	(1)(2)(3)	
First Mortgage Bonds	(1)(4)	(2)	(1)(2)(4)	
Common Stock	(1)(5)	(2)	(1)(2)(5)	
Preference Stock	(1)(6)	(2)	(1)(2)(6)	
Total	$200,000,000	(2)	$200,000,000	$16,170 (7)

(1) In no event will the aggregate maximum offering price of all securities issued pursuant to this Registration Statement exceed $200,000,000. 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 principal amount of Unsecured Debt Securities.

(4) Subject to Footnote (1), there is being registered hereunder an indeterminate principal amount of First Mortgage Bonds.

(5) 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.

(6) Subject to Footnote (1), there is being registered hereunder an indeterminate number of shares of Preference Stock, no par value.

(7) Calculated pursuant to Rule 457(o). Pursuant to Rule 457(p), this fee has been reduced by the registration fee of $10.11 previously paid with respect to $125,000 of securities of the Registrant covered by Registration Statement No. 333-84722 filed with the Commission on March 21, 2002, which is being carried over to this Registration Statement.

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 AUGUST 5, 2003

PROSPECTUS

$200,000,000

THE EMPIRE DISTRICT ELECTRIC COMPANY

UNSECURED DEBT SECURITIES
FIRST MORTGAGE BONDS
COMMON STOCK
PREFERENCE STOCK

We may offer from time to time:

- our unsecured debt securities, in one or more series;
- our first mortgage bonds, in one or more series;
- shares of our common stock;
- shares of our preference stock; and
- units comprised of some of the securities listed above.

The aggregate initial offering price of the securities that we offer will not exceed $200,000,000. We will offer the securities in amounts, at prices and on terms to be determined by market conditions at the time of our offering. We may offer the securities in units.

We will provide the specific terms of the securities in supplements to this prospectus. You should read this prospectus and the prospectus supplements carefully before you invest in the securities. This prospectus may not be used to consummate sales of securities unless accompanied by a prospectus supplement.

Our common stock is listed on the New York Stock Exchange under the trading symbol "EDE."

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2003

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's web site at *http://www.sec.gov*. You may also read and copy any document we file at the SEC's public reference room at 450 Fifth Street, N.W. Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room.

Reports, proxy statements and other information concerning Empire can also be inspected and copied at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005.

The SEC allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings made with the SEC prior to the time the registration statement of which this prospectus forms a part becomes effective and thereafter under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until we sell all of the securities.

- Our Annual Report on Form 10-K for the year ended December 31, 2002.
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2003.
- Our Current Reports on Form 8-K filed with the Commission on May 21, 2003 and July 29, 2003.
- The description of our preference stock purchase rights as set forth in our Registration Statement on Form 8-A dated July 18, 2000.

You may request a copy of these filings at no cost, by writing or telephoning us at the following address:

Corporate Secretary
The Empire District Electric Company
602 Joplin Street
Joplin, Missouri 64801
Tel: (417) 625-5100

You should rely only on the information incorporated by reference or provided in this prospectus or any prospectus supplement. We have not authorized anyone else to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information in this prospectus or any prospectus supplement is accurate as of any date other than the date on the front of those documents.

FORWARD-LOOKING STATEMENTS

Certain matters discussed in this prospectus and in the documents incorporated by reference in this prospectus are "forward-looking statements" intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. Such statements address or may address future plans, objectives, expectations and events or conditions concerning various matters such as capital expenditures, earnings, competition, litigation, our construction program, our financing plans, rate and other regulatory matters, liquidity and capital resources and accounting matters. Forward-looking statements may contain words like "anticipate," "believe," "expect," "project," "objective" or similar expressions to identify them as forward-looking statements. Factors that could cause actual results to differ materially from those currently anticipated in such statements include:

- the amount, terms and timing of rate relief that we receive and related matters;

- the cost and availability of purchased power and fuel and the results of our activities (such as hedging) to reduce the volatility of such costs;
- electric utility restructuring, including ongoing state and federal activities;
- weather, business and economic conditions and other factors which may impact customer growth;
- operation of our generation facilities;
- legislation;
- regulation, including environmental regulation (such as NOx regulation);
- competition;
- the impact of deregulation on off-system sales;
- changes in accounting requirements;
- other circumstances affecting anticipated rates, revenues and costs, including our cost of funds;
- the revision of our construction plans and cost estimates;
- the performance of our non-regulated businesses;
- the success of efforts to invest in and develop new opportunities; and
- costs and effect of legal and administrative proceedings, settlements, investigations and claims.

All of these factors are difficult to predict, contain uncertainties that may materially affect actual results, and may be beyond our control, New factors emerge from time to time and it is not possible for management to predict all such factors or to assess the impact of each factor on us. Any forward-looking statement speaks only as of the date on which the statement is made, and we do not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date on which that statement is made.

We caution you that any forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to differ materially from the future results, performance or achievements we have anticipated in the forward-looking statements.

INFORMATION ABOUT EMPIRE

Based in Joplin, Missouri, we are an operating public utility that generates, purchases, transmits, distributes and sells electricity. We currently serve approximately 154,000 electric customers in parts of Missouri, Kansas, Oklahoma and Arkansas. The territory served by our electric operations comprises an area of about 10,000 square miles and has a population of more than 450,000. We also provide water services to three towns in Missouri. In addition, through our non-regulated subsidiaries, we provide fiber optic service, internet access, utility industry technical training, close tolerance custom manufacturing and other energy services. Our executive offices are located at 602 Joplin Street, Joplin, Missouri 64801, telephone number (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 the securities are offered.

EARNINGS RATIOS

The ratio of earnings to fixed charges for each of the periods indicated is as follows:

	Twelve Months Ended March 31, 2003	Year Ended December 31,				
		2002	2001	2000	1999	1998
Ratio of earnings to fixed charges	2.58x	2.25x	1.31x	2.25x	2.77x	3.32x

For purposes of calculating these ratios, earnings consist of income before income taxes plus fixed charges. Fixed charges consist of interest expense plus the estimated interest portion of rent expense.

The ratios for future periods will be included in our reports on Forms 10-K and 10-Q. These reports will be incorporated by reference into this prospectus at the time they are filed.

DESCRIPTION OF UNSECURED DEBT SECURITIES

The unsecured debt securities will be our direct unsecured general obligations. The unsecured debt securities will be either senior unsecured debt securities, subordinated unsecured debt securities or junior subordinated unsecured debt securities. The unsecured debt securities will be issued in one or more series under the indenture between us and Wells Fargo Bank Minnesota, National Association, as trustee, and under a securities resolution (which may be in the form of a board resolution or a supplemental indenture) authorizing the particular series.

We have summarized selected provisions of the indenture below. The summary is not complete. The indenture and a form of securities resolution are incorporated by reference as exhibits to the registration statement of which this prospectus is a part. The securities resolution for each series will be filed or incorporated by reference as an exhibit to the registration statement. You should read the indenture and the applicable securities resolution for provisions that may be important to you. In the summary below, we have included references to section numbers in the indenture so that you can easily find those provisions. The particular terms of any unsecured debt securities we offer will be described in the related prospectus supplement, along with any applicable modifications of or additions to the general terms of the unsecured debt securities described below and in the indenture. For a description of the terms of any series of unsecured debt securities, you should review both the prospectus supplement relating to that series and the description of the unsecured debt securities set forth in this prospectus before making an investment decision.

General

The indenture does not significantly limit our operations. In particular, it does not:

- limit the amount of unsecured debt securities that we can issue under the indenture;
- limit the number of series of unsecured debt securities that we can issue from time to time;
- restrict the total amount of debt that we may incur; or
- contain any covenant or other provision that is specifically intended to afford any holder of the unsecured debt securities special protection in the event of a highly leveraged transaction or any other transaction resulting in a decline in our ratings or credit quality.

As of the date of this prospectus, the following series of unsecured debt securities are outstanding under the indenture:

- $50,000,000 aggregate principal amount of junior subordinated debentures 8 1/2% series due 2031;
- $49,975,000 aggregate principal amount of senior notes 7.05% series due 2022; and
- $98,000,000 aggregate principal amount of senior notes 4.25% series due 2013.

The ranking of each new series of unsecured debt securities with respect to this existing indebtedness under the indenture and all of our other indebtedness will be established by the securities resolution creating the series.

Although the indenture permits the issuance of unsecured debt securities in other forms or currencies, the unsecured debt securities covered by this prospectus will only be denominated in U.S. dollars in registered form without coupons, unless otherwise indicated in the applicable prospectus supplement.

We may from time to time without notice to, or the consent of, the holders of unsecured debt securities of a series at the time outstanding, create and further issue new securities of the same series equal in rank and having the same terms (except for the payment of interest accruing prior to the issue date of the new securities or except for the first payment of interest following the issue date of the new securities) as the outstanding series.

Terms

A prospectus supplement and a securities resolution relating to the offering of any series of unsecured debt securities will include specific terms relating to the offering. The terms will include some or all of the following:

- the designation, aggregate principal amount, currency or composite currency and denominations of the unsecured debt securities;
- the price at which the unsecured debt securities will be issued and, if an index, formula or other method is used, the method for determining amounts of principal or interest;
- the maturity date and other dates, if any, on which the principal of the unsecured debt securities will be payable;
- the interest rate or rates, if any, or method of calculating the interest rate or rates which the unsecured debt securities will bear;
- the date or dates from which interest will accrue and on which interest will be payable, and the record dates for the payment of interest;
- the manner of paying principal and interest on the unsecured debt securities;
- the place or places where principal and interest will be payable;
- the terms of any mandatory or optional redemption of the unsecured debt securities by us, including any sinking fund;
- the terms of any conversion or exchange right;
- the terms of any redemption of unsecured debt securities at the option of holders;
- any tax indemnity provisions;
- if payments of principal or interest may be made in a currency other than U.S. dollars, the manner for determining these payments;
- the portion of principal payable upon acceleration of any discounted unsecured debt security (as described below);
- whether and upon what terms unsecured debt securities may be defeased (which means that we would be discharged from our obligations under those securities by depositing sufficient cash or government securities to pay the principal, interest, any premiums and other sums due to the stated maturity date or a redemption date of the unsecured debt securities of the series);
- whether any events of default or covenants in addition to or instead of those set forth in the indenture apply;
- provisions for electronic issuance of unsecured debt securities or for unsecured debt securities in uncertificated form;
- the ranking of the unsecured debt securities issued under the indenture or otherwise, including the relative degree, if any, to which the unsecured debt securities of that series are subordinated to one or more other series of unsecured debt securities in right of payment, whether outstanding or not;

- any provisions relating to extending or shortening the date on which the principal and premium, if any, of the unsecured debt securities of the series is payable;

- any provisions relating to the deferral of payment of any interest; and

- any other terms not inconsistent with the provisions of the indenture, including any covenants or other terms that may be required or advisable under United States or other applicable laws or regulations, or advisable in connection with the marketing of the unsecured debt securities. (Section 2.01)

We may issue unsecured debt securities of any series as registered unsecured debt securities, bearer unsecured debt securities or uncertificated unsecured debt securities, and in such denominations as we specify in the securities resolution and prospectus supplement for the series. (Section 2.01)

In connection with its original issuance, no bearer unsecured debt security will be offered, sold or delivered to any location in the United States. We may deliver a bearer unsecured debt security in definitive form in connection with its original issuance only if a certificate in a form we specify to comply with United States laws and regulations is presented to us. (Section 2.04)

A holder of registered unsecured debt securities may request registration of a transfer upon surrender of the unsecured debt security being transferred at any agency we maintain for that purpose and upon fulfillment of all other requirements of the agent. (Sections 2.03 and 2.07)

We may issue unsecured debt securities under the indenture as discounted unsecured debt securities to be offered and sold at a substantial discount from the principal amount of those unsecured debt securities. Special United States federal income tax and other considerations applicable to discounted unsecured debt securities will be described in the related prospectus supplement. A discounted unsecured debt security is an unsecured debt security where the amount of principal due upon acceleration is less than the stated principal amount. (Sections 1.01 and 2.10)

Conversion and Exchange

The terms, if any, on which unsecured debt securities of any series will be convertible into or exchangeable for our common stock or other equity or debt securities, property, cash or obligations, or a combination of any of the foregoing, will be summarized in the prospectus supplement relating to the series. The terms may include provisions for conversion or exchange, either on a mandatory basis, at the option of the holder or at our option. (Section 9.01)

Certain Covenants

Any restrictive covenants which may apply to a particular series of unsecured debt securities will be described in the related prospectus supplement.

Ranking of Unsecured Debt Securities

Unless stated otherwise in a prospectus supplement, the unsecured debt securities issued under the indenture will rank equally and ratably with our other unsecured and unsubordinated debt. The unsecured debt securities will not be secured by any properties or assets and will represent our unsecured debt.

Our first mortgage bonds, which are secured by substantially all of our property, will effectively rank senior to any of our unsecured debt securities to the extent of the value of the property so securing our first mortgage bonds. If we become bankrupt, liquidate or reorganize, the trustees for the first mortgage bonds could use this collateral property to satisfy our obligations under the first mortgage bonds before holders of unsecured debt securities would receive any payments. As of March 31, 2003 we had approximately $208.5 million of outstanding first mortgage bonds.

Successor Obligor

The indenture provides that, unless otherwise specified in the securities resolution establishing a series of unsecured debt securities, we will not consolidate with or merge into another company if we are not the survivor and we will not transfer all or substantially all of our assets to another company unless:

- that company is organized under the laws of the United States or a state or is organized under the laws of a foreign jurisdiction and consents to the jurisdiction of the courts of the United States or a state;
- that company assumes by supplemental indenture all of our obligations under the indenture, the unsecured debt securities and any coupons;
- all required approvals of any regulatory body having jurisdiction over the transaction shall have been obtained; and
- immediately after the transaction no default exists under the indenture.

In any case, the successor shall be substituted for us as if it had been an original party to the indenture, securities resolutions and unsecured debt securities. Thereafter the successor may exercise our rights and powers under the indenture, the unsecured debt securities and any coupons, and all of our obligations under those documents will terminate. (Section 5.01)

Exchange of Unsecured Debt Securities

Registered unsecured debt securities may be exchanged for an equal principal amount of registered unsecured debt securities of the same series and date of maturity in the denominations requested by the holders upon surrender of the registered unsecured debt securities at an agency we maintain for that purpose and upon fulfillment of all other requirements of the agent. The agent may require a holder to pay an amount sufficient to cover any taxes imposed on an exchange of registered unsecured debt securities. (Section 2.07)

Defaults and Remedies

Unless the securities resolution establishing the series provides for different events of default, in which event the prospectus supplement will describe the change, an event of default with respect to a series of unsecured debt securities will occur if:

- we default in any payment of interest on any unsecured debt securities of that series when the payment becomes due and payable and the default continues for a period of 60 days;
- we default in the payment of the principal or premium, if any, of any unsecured debt securities of the series when those payments become due and payable at maturity or upon redemption, acceleration or otherwise;
- we default in the payment or satisfaction of any sinking fund obligation with respect to any unsecured debt securities of the series as required by the securities resolution establishing the series and the default continues for a period of 60 days;
- we default in the performance of any of our other agreements applicable to the series and the default continues for 90 days after the notice specified below;
- pursuant to or within the meaning of any Bankruptcy Law (as defined below), we:
  - commence a voluntary case,
  - consent to the entry of an order for relief against us in an involuntary case,

— consent to the appointment of a custodian for us and for all or substantially all of our property, or

— make a general assignment for the benefit of our creditors;

- a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that remains unstayed and in effect for 60 days and that:

  — is for relief against us in an involuntary case,

  — appoints a custodian for us and for all or substantially all of our property, or

  — orders us to liquidate; or

- there occurs any other event of default provided for in such series. (Section 6.01)

The term "Bankruptcy Law" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors. The term "custodian" means any receiver, trustee, assignee, liquidator or a similar official under any Bankruptcy Law. (Section 6.01)

A default under the indenture means any event which is, or after notice or passage of time would be, an event of default under the indenture. A default under the fourth bullet point above is not an event of default until the trustee or the holders of at least 25% in principal amount of the series notify us of the default and we do not cure the default within the time specified after receipt of the notice. (Section 6.01)

If an event of default occurs under the indenture and is continuing on a series, the trustee by notice to us, or the holders of at least 25% in principal amount of the series by notice both to us and to the trustee, may declare the principal of and accrued interest on all the unsecured debt securities of the series to be due and payable immediately. (Section 6.02)

The holders of a majority in principal amount of a series of unsecured debt securities, by notice to the trustee, may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing events of default on the series have been cured or waived except nonpayment of principal or interest that has become due solely because of the acceleration. (Section 2.02)

If an event of default occurs and is continuing on a series, the trustee may pursue any available remedy to collect principal or interest then due on the series, to enforce the performance of any provision applicable to the series, or otherwise to protect the rights of the trustee and holders of the series. (Section 6.03)

The trustee may require indemnity satisfactory to it before it performs any duty or exercises any right or power under the indenture or the unsecured debt securities which it reasonably believes may expose it to any loss, liability or expense. (Section 7.01) With some limitations, holders of a majority in principal amount of the unsecured debt securities of the series may direct the trustee in its exercise of any trust or power with respect to that series. (Section 6.05) Except in the case of default in payment on a series, the trustee may withhold notice of any continuing default if it determines that withholding the notice is in the interest of holders of the series. (Section 7.04) We are required to furnish the trustee annually a brief certificate as to our compliance with all conditions and covenants under the indenture. (Section 4.04)

The indenture does not have a cross-default provision. Thus, a default by us on any other debt, including our first mortgage bonds or any other series of unsecured debt securities, would not constitute an event of default under the indenture. A securities resolution, however, may provide for a cross-default provision. In that case, the prospectus supplement will describe the terms of that provision.

Amendments and Waivers

Unless the securities resolution provides otherwise, in which event the prospectus supplement will describe that provision, we and the trustee may amend the unsecured debt securities issued under the indenture or otherwise, the indenture and any coupons with the written consent of the holders of a majority in principal amount of the unsecured debt securities of all series affected voting as one class. (Section 10.02)

However, without the consent of each unsecured debt security holder affected, no amendment or waiver may:

- reduce the principal amount of unsecured debt securities whose holders must consent to an amendment or waiver;
- reduce the interest on or change the time for payment of interest on any unsecured debt security (except an election to defer interest in accordance with the applicable securities resolution);
- change the fixed maturity of any unsecured debt security (subject to any right we may have retained in the securities resolution and described in the prospectus supplement);
- reduce the principal of any non-discounted unsecured debt security or reduce the amount of the principal of any discounted unsecured debt security that would be due on acceleration thereof;
- change the currency in which the principal or interest on an unsecured debt security is payable;
- make any change that materially adversely affects the right to convert or exchange any unsecured debt security; or
- change the provisions in the indenture relating to waiver of past defaults or relating to amendments with the consent of holders (except to increase the amount of unsecured debt securities whose holders must consent to an amendment or waiver or to provide that other provisions of the indenture cannot be amended or waived without the consent of each holder affected thereby).

Without the consent of any unsecured debt security holder, we may amend the indenture or the unsecured debt securities:

- to cure any ambiguity, omission, defect or inconsistency;
- to provide for the assumption of our obligations to unsecured debt security holders by the surviving company in the event of a merger or consolidation requiring such assumption;
- to provide that specific provisions of the indenture shall not apply to a series of unsecured debt securities not previously issued;
- to create a series of unsecured debt securities and establish its terms;
- to provide for a separate trustee for one or more series of unsecured debt securities; or
- to make any change that does not materially adversely affect the rights of any unsecured debt security holder. (Section 10.01)

Legal Defeasance and Covenant Defeasance

Unsecured debt securities of a series may be defeased at any time in accordance with their terms and as set forth in the indenture and described briefly below, unless the securities resolution establishing the terms of the series otherwise provides. Any defeasance may terminate all of our obligations (with limited exceptions) with respect to a

series of unsecured debt securities and the indenture ("legal defeasance"), or it may terminate only our obligations under any restrictive covenants which may be applicable to a particular series ("covenant defeasance").

We may exercise our legal defeasance option even though we have also exercised our covenant defeasance option. If we exercise our legal defeasance option, that series of unsecured debt securities may not be accelerated because of an event of default. If we exercise our covenant defeasance option, that series of unsecured debt securities may not be accelerated by reference to any restrictive covenants which may be applicable to that particular series. (Section 8.01)

To exercise either defeasance option as to a series of unsecured debt securities, we must:

- irrevocably deposit in trust (the "defeasance trust") with the trustee under the indenture or another trustee money or U.S. government obligations;

- deliver a certificate from a nationally recognized firm of independent accountants expressing their opinion that the payments of principal and interest when due on the deposited U.S. government obligations, without reinvestment, plus any deposited money without investment, will provide cash at the times and in the amounts necessary to pay the principal, premium, if any, and interest when due on all unsecured debt securities of the series to maturity or redemption, as the case may be; and

- comply with certain other conditions. In particular, we must obtain an opinion of tax counsel that the defeasance will not result in recognition of any gain or loss to holders for federal income tax purposes.

"U.S. government obligations" are direct obligations of (a) the United States or (b) an agency or instrumentality of the United States, the payment of which is unconditionally guaranteed by the United States, which, in either case (a) or (b), have the full faith and credit of the United States of America pledged for payment and which are not callable at the issuer's option. Such term also includes certificates representing an ownership interest in those obligations. (Section 8.02)

Regarding the Trustee

Wells Fargo Bank Minnesota, National Association (formerly, Norwest Bank Minnesota, National Association) will act as trustee and registrar for unsecured debt securities issued under the indenture and, unless otherwise indicated in a prospectus supplement, Wells Fargo Bank will also act as transfer agent and paying agent with respect to the unsecured debt securities. (Section 2.03) We may remove the trustee with or without cause if we so notify the trustee at least three months in advance of the date of the removal and if no default occurs during that period. (Section 7.07)

DESCRIPTION OF FIRST MORTGAGE BONDS

The first mortgage 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, between us and The Bank of New York ("Principal Trustee") and UMB Bank & Trust, N.A., as trustees, as heretofore amended and supplemented and as to be supplemented by a supplemental indenture for each series of first mortgage bonds. In this prospectus, we refer to the original indenture as so amended and supplemented as the "mortgage."

We have summarized selected provisions of the mortgage below. The summary is not complete. The mortgage (including certain supplemental indentures) are incorporated by reference as exhibits to the registration statement of which this prospectus is a part. The supplemental indenture for each new series will be filed or incorporated by reference as an exhibit to the registration statement. You should read the indenture and the applicable supplemental indenture for provisions that may be important to you. In the summary below, we have included references to section numbers in the mortgage so that you can easily find those provisions. The particular terms of any first mortgage bonds we offer will be described in the related prospectus supplement, along with any applicable modifications of or additions to the general terms of the first mortgage bonds described below and in the mortgage. For a description of the terms of any series of first mortgage bonds, you should also review both the prospectus supplement relating to that series and the description of the first mortgage bonds set forth in this prospectus before making an investment decision.

General

Each series of first mortgage 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 the series of first mortgage bonds is offered.

As of June 30, 2003, the following first mortgage bonds were ($208,508,000 million in the aggregate) outstanding under the Indenture of Mortgage and Deed of Trust:

- $10,000,000 aggregate principal amount of first mortgage bonds 7.60% series due 2005;
- $20,000,000 aggregate principal amount of first mortgage bonds 8-1/8% series due 2009;
- $50,000,000 aggregate principal amount of first mortgage bonds 6-1/2% series due 2010;
- $25,000,000 aggregate principal amount of first mortgage bonds 7.20% series due 2016;
- $2,250,000 aggregate principal amount of first mortgage bonds 9-3/4% series due 2020;
- $45,000,000 aggregate principal amount of first mortgage bonds 7% series due 2023;
- $30,000,000 aggregate principal amount of first mortgage bonds 7-3/4% series due 2025;
- $13,058,000 aggregate principal amount of first mortgage bonds 7-1/4% series due 2028;
- $8,000,000 aggregate principal amount of first mortgage bonds 5.3% Pollution Control Series due 2013; and
- $5,200,000 aggregate principal amount of first mortgage bonds 5.2% Pollution Control Series due 2013.

We have designated the principal office of The Bank of New York in the city of New York, New York, as our office or agency where principal, premium (if any), and interest on the first mortgage bonds will be payable. Unless the prospectus supplement with respect to a series of first mortgage bonds provides otherwise, interest on that series of first mortgage bonds will be paid to the person in whose name the first mortgage bond is registered at

the close of business on the 15th day of the month preceding the interest payment date in respect thereof. The first mortgage bonds will be issued as fully registered bonds, without coupons, in denominations of $1,000 and integral multiples thereof. The first mortgage bonds will be transferable without any service or other charge by us 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 first mortgage bonds.)

Security

The first mortgage bonds will rank equally, 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 our counsel, Spencer, Scott & Dwyer, P.C., the mortgage constitutes a first mortgage lien on substantially all the fixed property and franchises owned by The Empire District Electric 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 that we own. (Granting and Habendum Clauses and Sections 1.04 and 1.05)

The mortgage contains restrictions on

- 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 the fair value of the property and 166-2/3% of the amount of bonds issuable on the basis of property additions; and

- 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.

In addition, 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)

Issuance of Additional First Mortgage Bonds

The mortgage limits the aggregate principal amount of the bonds at any one time outstanding to $1,000,000,000. (Section 2.01, as amended by the fourteenth supplemental indenture)

Additional first mortgage 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 after September 1, 1944;

(b) the principal amount of certain retired bonds or prior lien bonds; and

(c) the amount of cash deposited with the principal trustee. (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 our net earnings (as defined in Section 1.06 of the mortgage) are at least two times the annual interest on all first mortgage bonds (including the first mortgage bonds proposed to be issued) and indebtedness secured by a prior lien. (Article 3) Net earnings are computed without deduction of

- income and profits taxes (as defined in the mortgage);

- expenses or provisions for interest on any indebtedness, or for any sinking or similar fund for retirement of indebtedness; or

- amortization of debt discount and expense. (Section 1.06)

At June 30, 2003, we had net property additions and retired bonds which would enable the issuance of approximately $337.5 million of new first mortgage bonds, subject to meeting the earnings test. Our earnings for the twelve months ended June 30, 2003 would permit us to issue approximately $237.2 million of new first mortgage bonds at an assumed interest rate of 7.0%.

Property additions must consist of property used or useful in the electric business acquired or constructed by us after September 1, 1944. (Section 1.05)

We may withdraw cash deposited under clause (c) above in an amount equal to the first mortgage bonds issuable under clauses (a) and (b) above without regard to net earnings, or we may apply that cash to the purchase or redemption of first mortgage bonds of any series designated by us. (Sections 3.09, 3.10 and 8.11)

Redemption Provisions

Any provisions relating to the optional and mandatory redemption by us of a series of first mortgage bonds will be as set forth in the prospectus supplement by which such series is to be offered.

Supplemental indentures under which certain outstanding series of first mortgage bonds were issued allow the holders of those bonds to require us to redeem or purchase them under certain circumstances. Provisions providing for mandatory redemption of any series of first mortgage bonds upon demand by the holders thereof will be as set forth in the prospectus supplement by which such series is to be offered.

Sinking fund provisions applicable to a series of first mortgage bonds, if any, will be as set forth in the prospectus supplement by which that series is to be offered.

Maintenance and Replacement Fund

The mortgage does not provide for a maintenance and replacement fund for any series of first mortgage bonds.

Dividend Restriction

So long as any of the existing first mortgage bonds are outstanding, we will not declare or pay any dividends (other than dividends payable in shares of our common stock) or make any other distribution on, or purchase (other than with the proceeds of additional common stock financing) any shares of, our common stock if the cumulative aggregate amount thereof after August 31, 1944 (excluding the first quarterly dividend of $98,000) would exceed the earned surplus accumulated after August 31, 1944. (Section 4.11, as continued by the supplemental indentures relating to the existing first mortgage bonds) If we choose to continue this dividend restriction in a new series of first mortgage bonds issued with this prospectus, the prospectus supplement and supplemental indenture relating to that series will so state.

Events of Default

The mortgage provides generally that the following events constitute defaults under the mortgage:

- failure for 60 days to pay any interest due on any outstanding first mortgage bonds;
- failure to pay when due the principal of any outstanding first mortgage bonds or the principal of or interest on any outstanding prior lien bonds;
- failure to perform or observe for 90 days after notice of that failure, any other covenant, agreement or condition of the mortgage (including the supplemental indentures) or any of the outstanding first mortgage bonds; and
- the occurrence of insolvency, bankruptcy, receivership or similar events. (Section 9.01)

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 first mortgage bonds may declare the first mortgage bonds immediately due and payable, but the holders of a majority in principal amount of the first mortgage bonds may rescind a declaration and its consequences if that default has been cured. (Section 9.01)

The holders of not less than 75% in principal amount of the outstanding first mortgage bonds (including not less than 60% in aggregate principal amount of first mortgage 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 first mortgage 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)

We are required to file with the Principal Trustee such information, documents and reports with respect to our compliance with the conditions and covenants of the mortgage as may be required by the rules and regulations of the SEC. No periodic evidence is required to be furnished, however, as to the absence of defaults. (Article 9)

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 first mortgage 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 first mortgage bonds of all series which may be affected by any such modification voting together. Without the consent of the holder of each first mortgage bond affected, the bondholders have no power to:

- extend the time of payment of the principal of or interest on any first mortgage bonds;
- reduce the principal amount of or the rate of interest on any first mortgage bonds or otherwise modify the terms of payment of principal or interest;
- 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;
- deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of such bondholder's bonds; or
- reduce the percentage of bondholders necessary to modify the mortgage.

This prohibition against modification does not prevent abolition of or changes in any sinking or other fund. (Article 15, as amended by the twenty-fourth supplemental indenture)

Concerning the Trustees

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

DESCRIPTION OF COMMON STOCK

Authorized and Outstanding Capital Stock

Our authorized capital stock consists of 100,000,000 shares of common stock, par value $1.00 per share, of which 22,799,528 shares were outstanding as of June 30, 2003, 5,000,000 shares of cumulative preferred stock, par value $10.00 per share, of which no shares are outstanding, and 2,500,000 shares of preference stock, no par value, of which no shares are outstanding, but 500,000 shares are reserved for issuance under a shareholder rights agreement between Empire and Wells Fargo Bank Minnesota, N.A.

Dividend Rights

Holders of our common stock are entitled to dividends, if, as and when declared by our board of directors out of funds legally available therefore subject to the prior rights of holders of our outstanding cumulative preferred and preference stock. Our indenture of mortgage and deed of trust governing our first mortgage bonds restricts our ability to pay dividends on our common stock. In addition, under certain circumstances (including defaults thereunder), our junior subordinated debentures, 8-1/2% series due 2031, may also restrict our ability to pay dividends on our common stock. See "Description of First Mortgage Bonds — Dividend Restrictions."

Holders of our cumulative preferred or preference stock, if any, will be entitled to receive cumulative dividends if and when declared by our board of directors, and no dividend may be paid on our common stock unless full dividends on any outstanding cumulative preferred and preference stock have been paid or declared and set apart for payment and any required sinking fund or similar payments with respect to that stock have been made. The terms of any preference stock hereafter issued may place further limitations on the payment of dividends on or the purchase of our common stock.

Voting Rights

Subject to the voting rights of holders of the cumulative preferred and preference stock, if any, and any series thereof, each holder of common stock is entitled to one vote per share.

Holders of the cumulative preferred stock, if any, will not be entitled to vote except:

- as required by the laws of the State of Kansas;
- upon a proposal to merge or consolidate or to sell substantially all of our assets;
- upon proposals to authorize or issue specified shares of cumulative preferred stock or to create, issue or assume specified indebtedness or to amend our Restated Articles of Incorporation in a way that would adversely affect any of the preferences or other rights given to holders of the cumulative preferred stock, if any; or
- if dividends payable on outstanding shares of the cumulative preferred stock, if any, shall be accumulated and unpaid in an amount equivalent to four full quarterly dividends (in this case, until those dividends are paid, holders of preferred stock would have the right to elect a majority of our board of directors and have the right to vote, together with the holders of common stock and the holders of preference stock, if any, entitled to vote, on all questions other than for the election of directors).

Holders of any series of preference stock (subject to the prior rights of holders of any outstanding cumulative preferred stock) will have those voting rights as may be fixed by our board of directors for that series. Holders of preference stock will not otherwise be entitled to vote except as may be required by the laws of the State of Kansas.

Preference Stock Purchase Rights

Each share of our common stock carries with it one preference stock purchase right. For a full description of those rights, please see our Form 8-A Registration Statement dated July 18, 2000, which is incorporated into this prospectus by reference.

Articles of Incorporation

Business Combinations. Our articles require the affirmative vote of holders of at least 80% of all outstanding shares of our voting stock to approve any Business Combination, as defined below, with a Substantial Stockholder, as defined below. For this purpose, a Substantial Stockholder means any person or company that owns 5% of our outstanding voting stock. A Business Combination means:

- any merger, consolidation or share exchange involving Empire;
- any sale or other disposition by us to a Substantial Stockholder, or by a Substantial Stockholder to us, of assets worth $10 million or more;
- the issuance or transfer by us of securities worth $10 million or more;
- the adoption of any plan of liquidation or dissolution proposed by a Substantial Stockholder; or
- any recapitalization or other restructuring of Empire that has the effect of increasing the proportionate ownership of a Substantial Stockholder.

The 80% voting requirement does not apply if at least two-thirds of our Continuing Directors, as defined below, approve the Business Combination, or all of the following conditions have been met:

- the ratio of (1) the per share consideration received by our stockholders in the Business Combination to (2) the fair market value of our stock immediately before the announcement of the Business Combination is at least equal to the ratio of (1) the highest price per share that the Substantial Stockholder paid for any shares of stock within the two-year period prior to the Business Combination to (2) the fair market value of our stock immediately prior to the initial acquisition by the Substantial Stockholder of any stock during the two-year period;
- the per share consideration received by our stockholders in the Business Combination must be at least equal to the highest of the following:
  - The highest price per share paid by the Substantial Stockholder within the two-year period prior to the first public announcement of the Business Combination or in the transaction in which the stockholder became a Substantial Stockholder, whichever is higher, plus interest;
  - the fair market value per share of our stock on the date of the first public announcement of the Business Combination or the date the stockholder became a Substantial Stockholder, whichever is higher;
  - the book value per share of our stock on the last day of the calendar month immediately before (1) the date of the first public announcement of the Business Combination or (2) the date the stockholder became a Substantial Stockholder, whichever is higher; or
  - the highest preferential amount to which the stockholder is entitled in the event of a voluntary or involuntary liquidation or dissolution;
- the consideration received by our stockholders must be in the same form paid by the Substantial Stockholder in acquiring its shares;

- except as required by law, after the stockholder became a Substantial Stockholder there is no reduction in the rate of dividends, except as approved by at least two-thirds of the Continuing Directors; we do not take any action which allows any holder of any cumulative preferred stock or any preference stock to elect directors without the approval of the Continuing Directors; the Substantial Stockholder does not acquire any newly issued voting shares from Empire; and the Substantial Stockholder does not acquire any additional Empire voting shares or securities convertible into Empire voting shares after becoming a Substantial Stockholder;

- prior to the consummation of the Business Combination, the Substantial Stockholder does not receive any financial assistance from us and does not make any change in our business or equity capital structure without approval of the Continuing Directors; and

- a disclosure statement that satisfies the SEC's proxy rules is sent to the voting stockholders describing the Business Combination.

For this purpose, Continuing Directors means directors who were directors before a Substantial Stockholder became a Substantial Stockholder or any person designated as a Continuing Director by at least two-thirds of the then Continuing Directors.

Amendment of By-Laws. The articles also require the affirmative vote of holders of at least 80% of the shares entitled to vote or at least two-thirds of the Continuing Directors to amend our By-Laws.

Classified Board. Under the articles, our board of directors is divided into three classes, one of which is elected for a three-year term at each annual meeting of stockholders.

Notice Provisions. The articles further require that stockholders give timely written notice to us of nominations for Empire directors they intend to make and business they intend to bring before a meeting of the stockholders. Notice is timely if received by our Secretary not less than 35 nor more than 50 days prior to a meeting. In the case of proposed business, the stockholder's notice must set forth information describing the business and in the case of nominations for directors, the articles would further require that the stockholder's notice set forth certain information concerning the stockholder and the nominee.

Amendment. The affirmative vote of the holders of at least 80% of the shares entitled to vote or at least two-thirds of the Continuing Directors is required to amend or repeal the above described provisions or adopt a provision inconsistent therewith.

Certain Anti-Takeover Provisions

We have a Severance Plan which provides certain key employees with severance benefits following a change of control of Empire. Some of our executive officers and senior managers were selected by the Compensation Committee of the Board of Directors to enter into one-year agreements under the Severance Plan which are automatically extended for one-year terms unless we have given prior notice of termination.

A participant in the Severance Plan is entitled to receive specified benefits in the event of certain involuntary terminations of employment occurring (including terminations by the employee following specified changes in duties, benefits, etc. that are treated as involuntary terminations) within three years after a change in control, or a voluntary termination of employment occurring between 12 and 18 months after a change in control. A senior officer participant would be entitled to receive benefits of three times such participant's annual compensation. A participant who is not a senior officer would receive approximately two weeks of severance compensation for each full year of employment with us with a minimum of 17 weeks. Payments to participants resulting from involuntary terminations are to be paid in a lump sum within 30 days following termination, while payments resulting from voluntary termination are paid in monthly installments and cease if the participant becomes otherwise employed.

In addition, all restricted stock held by a participant vests upon voluntary or involuntary termination after a change of control. Also, participants who qualify for payments under the Severance Plan will continue to receive

benefits for a specified period of time under health, insurance and our other employee benefit plans in existence at the time of the change in control. If any payments are subject to the excise tax on "excess parachute payments" under Section 4999 of the Internal Revenue Code, senior officer participants are also entitled to an additional amount essentially designed to put them in the same after-tax position as if this excise tax had not been imposed.

Certain terms of the indenture of mortgage and deed of trust governing our first mortgage bonds may also have the effect of delaying, deferring or preventing a change of control. The indenture provides that we may not declare or pay any dividends (other than dividends payable in shares of our common stock) or make any other distribution on, or purchase (other than with the proceeds of additional common stock financing) any shares of, our common stock if the cumulative aggregate amount thereof after August 31, 1944 (exclusive of the first quarterly dividend of $98,000 paid after that date) would exceed the earned surplus (as defined in the indenture) accumulated subsequent to August 31, 1944, or the date of succession in the event that another corporation succeeds to our rights and liabilities by a merger or consolidation.

Kansas Business Combination Statute. We are subject to the provisions of the "business combination statute" in Kansas (Sections 17-12,100 to 12,104 of the Kansas General Corporation Code). This statute 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:

- prior to that time, the board of directors of the corporation approved either the business combination or the transaction that resulted in such person becoming an interested stockholder;

- upon consummation of the transaction that resulted in such person becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding shares owned by persons who are directors and also officers of the corporation and shares held by specified employee stock ownership plans; or

- on or after 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.

The statute defines a "business combination" to include:

- any merger or consolidation involving the corporation and an interested stockholder;

- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving an interested stockholder;

- 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;

- 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

- the receipt by an interested stockholder of any loans, guarantees, pledges or other financial benefits provided by or through the corporation.

In addition, the statute 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.

Liquidation Rights

On liquidation the holders of the common stock are entitled to receive any of our assets remaining after distribution to the holders of cumulative preferred and preference stock, if any, of the liquidation preferences of those classes of stock and accumulated unpaid dividends thereon.

Other

In addition to the limitations described above under "—Dividend Rights," we may not purchase any shares of common stock unless full dividends shall have been paid or declared and set apart for payment on the outstanding cumulative preferred and preference stock, if any, and any required sinking fund payments with respect to that stock have been made. The common stock is not subject to redemption and has no conversion or preemptive rights.

DESCRIPTION OF PREFERENCE STOCK

General

We are authorized to issue 2,500,000 shares of preference stock, no par value, of which no shares are outstanding, but 500,000 shares are reserved for issuance under a shareholder rights agreement between Empire and Wells Fargo Bank Minnesota, N.A. The preference 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 our board of directors without any further action by our stockholders.

The preference stock will have the dividend, liquidation, redemption, voting, and conversion or exchange rights set forth below and as provided for in a prospectus supplement relating to any particular series of preference stock. Reference is made to the prospectus supplement relating to the particular series of preference stock offered thereby for that series' specific terms, which may include one or more of the following:

1) the designation and number of shares offered;

2) the liquidation preferences per share;

3) the initial public offering price;

4) the dividend rate or rates, or the method of determining the dividend rate or rates;

5) the dates on which dividends will accrue;

6) any redemption or sinking fund provision;

7) voting or other special rights;

8) the conversion or exchange rights, if any, and the terms and conditions of such conversion or exchange, including provisions for adjustment of the conversion or exchange rate and the triggering events;

9) any restrictive covenants as conditions on matters such as the payment of dividends on or the purchase of common stock; and

10) any designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions.

Dividends

Subject to the prior rights of the holders of any outstanding cumulative preferred stock, the holders of the preference stock will be entitled to receive, if and when declared by our Board of Directors out of funds legally available therefor, those dividend as may be fixed for the series thereof, payable on such date or dates or upon such terms and conditions as are so fixed by our board of directors. Dividends on preference stock of all series will be cumulative from the date of issuance.

In addition, under certain circumstances (including defaults thereunder), our junior subordinated debentures, 8-1/2% series due 2031, may also restrict our ability to pay dividends on our preferred stock.

Liquidation

Provisions relating to the liquidation preference payable by us on each series of preference stock will be as set forth in the prospectus supplement related to such series of preference stock. Subject to the prior rights of holders of any outstanding cumulative preferred stock, if, upon any liquidation, dissolution or winding up, the assets distributable among the holders of preference 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 Empire to be distributed shall be distributed among the holders of preference 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 Empire 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 Empire.

Redemption Provisions

Any provisions relating to the optional redemption by us of each series of preference stock will be as set forth in the prospectus supplement related to that series of preference stock.

Any provisions relating to a sinking fund of any series of the preference stock will be as set forth in the prospectus supplement by which that preference stock is to be offered.

Subject to the prior rights of the holders of any outstanding cumulative preferred stock, we may repurchase or redeem, including redemption for any sinking fund, shares of the preference stock at prices not exceeding the redemption price thereof while there is an arrearage in the payment of dividends thereon.

Subject to the prior rights of the holders of any outstanding cumulative preferred stock, to the extent provided in the related prospectus supplement, shares of preference stock of any series may also be subject to (1) redemption at the option of the holder thereof, or upon the happening of a specified event, if and as fixed for such series, upon the terms and conditions fixed for that series and (2) redemption or purchase through the operation of a sinking fund, purchase fund or similar fund fixed for that series, upon the terms and conditions fixed for such series.

If at any time we are prohibited by the terms of our junior subordinated debentures, 8-1/2% series due 2031, from paying dividends on our preference stock, then we will also be prohibited from repurchasing or redeeming any shares of our preference stock.

Voting Rights

Holders of any series of preference stock (subject to the prior rights of holders of any outstanding cumulative preferred stock) will have those voting rights as may be fixed by our board of directors for that series and described in the related prospectus supplement. Holders of preference stock will not otherwise be entitled to vote except as may be required by the laws of the State of Kansas.

Conversion and Exchange Rights

To the extent provided in the related prospectus supplement, the preference stock of each series may be convertible into or exchangeable for shares of any other class or classes or any other series of the same or any other class or classes of our stock, at the option of the holders or us upon the happening of a specified event, at such price or process or at the rate or rates of exchange and with the adjustments, and upon the other terms and conditions, as may be fixed for that series; provided that no shares of preference stock may be convertible into or exchangeable for shares of our cumulative preferred stock or any of our stock that ranks prior to or on a parity with that preference stock in respect of dividends or assets.

Shares of preference stock purchased, redeemed or converted into or exchanged for shares of any other series or class will be deemed to be, and will be restored to the status of, authorized but unissued shares of preference stock undesignated as to series.

PLAN OF DISTRIBUTION

We may sell the securities in any of the following ways:

- through underwriters or dealers;
- directly to one or more purchasers; or
- 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 the securities being offered and the proceeds to us from such sale;
- any underwriting discounts and other items constituting underwriters' compensation;
- any initial public offering price;
- any discounts or concessions allowed or reallowed or paid to dealers; and
- any securities exchange on which the securities being offered may be listed.

If underwriters are used in the sale of the securities, the 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. Those securities may be offered to the public either through underwriting syndicates represented by managing underwriters or by underwriters without a syndicate. Unless otherwise described in the applicable prospectus supplement, the obligations of the underwriters to purchase the securities being offered will be subject to certain conditions precedent, and the underwriters will be obligated to purchase all of the securities being offered if any of the securities being offered are purchased. Any initial public offering price and any discounts or concessions allowed or reallowed 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 us or through agents that we designate from time to time. Any agent involved in the offer or sale of securities will be named and any commissions payable by us to such agent will be described in the applicable prospectus supplement. Unless otherwise described 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 our securities, the purchase agreement in connection with that sale may provide for an option on the part of the underwriters to purchase additional securities within 30 days of the execution of the purchase agreement, which option may be exercised solely to cover over-allotments. Any over-allotment option will be disclosed in the prospectus supplement in connection with the securities offered thereby.

If indicated in a prospectus supplement relating to our unsecured debt securities or first mortgage bonds, we may authorize agents, underwriters or dealers to solicit offers by certain institutions to purchase the unsecured debt securities or first mortgage bonds from us at the public offering price set forth in the prospectus supplement under delayed delivery contracts providing for payment and delivery on the date or dates stated in the prospectus supplement. Each delayed delivery contract will be for an amount not less than, and the aggregate amount of the unsecured debt securities or first mortgage bonds sold under the delayed delivery contracts shall be not less nor more than, the respective amounts stated in the prospectus supplement. Institutions with whom the delayed delivery 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 our approval. The delayed delivery contracts will not be subject to any conditions except:

- the purchase by an institution of the unsecured debt securities or first mortgage bonds covered by its delayed delivery 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

- if the unsecured debt securities or first mortgage bonds are being sold to underwriters, we shall have sold to those underwriters the total amount of the securities less the amount of the unsecured debt securities or first mortgage bonds covered by the delayed delivery contracts. The underwriters will not have any responsibility in respect of the validity or performance of the delayed delivery contracts.

If dealers are utilized in the sale of any securities we will sell those securities to the dealers, as principal. Any dealer may then resell those securities to the public at varying prices as it determines at the time of resale. The name of any dealer and the terms of the transaction will be set forth in the prospectus supplement relating to the securities being offered thereby.

We have not determined whether the preference stock, unsecured debt securities or first mortgage bonds will be listed on a securities exchange. Underwriters will not be obligated to make a market in any of the securities. We cannot predict the activity of trading in, or liquidity of, our preference stock, unsecured debt securities or first mortgage bonds. The common stock (and the related preference stock purchase rights) 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. Agents and underwriters may be entitled under agreements entered into with us to indemnification by us 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, us or our affiliates in the ordinary course of business.

LEGAL OPINIONS

Certain legal matters in connection with the securities will be passed upon for us by Spencer, Scott & Dwyer, P.C., Joplin, Missouri; Anderson, Byrd, Richeson, Flaherty & Henrichs, Ottawa, Kansas; Brydon, Swearengen & England, Professional Corporation, Jefferson City, Missouri; and Cahill Gordon & Reindel LLP, New York, New York. Certain legal matters will be passed upon for the underwriters by Thompson Coburn LLP, St. Louis Missouri. Cahill Gordon & Reindel LLP is relying as to the matters of Kansas law upon the opinion of Anderson, Byrd, Richeson, Flaherty and Henrichs, and as to matters of Missouri law (except as to matters relating to the approval of public utility commissions) upon the opinion of Spencer, Scott & Dwyer, P.C. As of June 30, 2003 members of Spencer, Scott & Dwyer, P.C. held an aggregate of 5,075 shares of our common stock.

EXPERTS

The Empire District Electric Company's financial statements incorporated in this prospectus by reference to Empire's Annual Report on Form 10-K for the year ended December 31, 2002 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

No dealer, salesperson, or other person is authorized to give any information or to represent anything not contained in this prospectus. You must not rely on any unauthorized information or representations. This prospectus is an offer to sell only the securities offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

$200,000,000

UNSECURED DEBT SECURITIES

FIRST MORTGAGE BONDS

COMMON STOCK

AND

PREFERENCE STOCK

PROSPECTUS

Dated , 2003

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

Securities and Exchange Commission Registration Fee	$16,170
Counsel Fees and Expenses	250,000 (1)
Services of Independent Accountants	38,500 (1)
Trustee's Fees and Expenses	33,000 (1)(2)
Printing Expenses, including Engraving	150,000 (1)
Unsecured Debt Securities, First Mortgage Bonds and Preference Stock Rating Fees	44,000 (1)(2)
Blue Sky Fees and Expense	16,500 (1)
Transfer Agent and Registrar Fees	5,500 (1)(3)
Stock Exchange Listing Fees	10,000 (3)
Miscellaneous Expenses	16,330 (1)
Total	$580,000(1)

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(1) Estimated as if the securities were sold in three different offerings with three separate prospectus supplements.

(2) Required only if unsecured debt securities or first mortgage bonds are issued.

(3) Required only if common stock is issued.

Item 15. Indemnification of Officers and Directors.

The Empire District Electric Company is organized under the laws of the State of Kansas. Our Articles of Incorporation and Bylaws contain provisions permitted by the Kansas General Corporation Code which, in general terms, provide that directors and officers will be indemnified by us 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 Empire, if they meet certain specified conditions, and provide for the advancement by us to our directors and officers of expenses incurred by them in defending suits arising out of their service as such.

Our directors and officers 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 us.

The proposed forms of purchase agreements between us and any purchaser, filed as Exhibits 1(a), 1(b), 1(c) and 1(d) 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.

We, the undersigned registrant, hereby undertake:

(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;

(ii) 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 purposes 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 is against public policy as expressed in the Securities 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 securities 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 Securities 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 trustees to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Securities and Exchange Commission under Section 305(b)(2) of the Trust Indenture Act.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, The Empire District Electric Company 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 August 5, 2003.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: W L Gipson

Name: W.L. Gipson
Title: 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.

W L Gipson W.L. Gipson	President, Chief Executive Officer and Director (Principal Executive Officer)	August 5, 2003
G A Knapp G.A. Knapp	Vice President-Finance (Principal Financial Officer)	August 5, 2003
* D.L. Coit	Controller, Assistant Treasurer and Assistant Secretary (Principal Accounting Officer)	August 5, 2003
* M.F. Chubb, Jr.	Director	August 5, 2003
* R.C. Hartley	Director	August 5, 2003
* F.E. Jeffries	Director	August 5, 2003
* R.L. Lamb	Director	August 5, 2003
* D.R. Laney	Director	August 5, 2003
* J.S. Leon	Director	August 5, 2003
* M.W. McKinney	Director	August 5, 2003
* B.T. Mueller	Director	August 5, 2003
* M.M. Posner	Director	August 5, 2003
*By G A Knapp (G.A. Knapp, as attorney in fact for each of the persons indicated)		August 5, 2003

EXHIBIT INDEX

Exhibit Number		Description of Exhibit
1(a)*	–	Form of Purchase Agreement for Common Stock.
1(b)*	–	Form of Purchase Agreement for Unsecured Debt Securities.
1(c)*		Form of Purchase Agreement for First Mortgage Bonds.
1(d)*		Form of Purchase Agreement for Preference Stock.
4(a)	–	Restated Articles of Incorporation (Incorporated by reference to Exhibit 4(a) to Registration Statement No. 33-54539 on Form S-3).
4(b)	–	Rights Agreement dated April 27, 2000 between Empire and Wells Fargo Bank Minnesota, N.A. (successor to Manufacturers Hanover Trust Company), as Rights Agent (Incorporated by reference to Exhibit 4 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2000, File No. 1-3368).
4(c)	–	Indenture for Unsecured Debt Securities, dated as of September 10, 1999 between Empire and Wells Fargo Bank Minnesota, National Association (Incorporated by reference to Exhibit 4(v) to Registration Statement No. 333-87105 on Form S-3).
4(d)	–	Securities Resolution No. 1, dated as of November 16, 1999, of Empire under the Indenture for Unsecured Debt Securities (Incorporated by reference to Exhibit 4(r) to the Annual Report on Form 10-K for the year ended December 31, 2000, File No. 1-3368).
4(e)	–	Securities Resolution No. 2, dated as of February 22, 2001, of Empire under the Indenture for Unsecured Debt Securities (Incorporated by reference to Exhibit 4(s) to the Annual Report on Form 10-K for the year ended December 31, 2000, File No. 1-3368).
4(f)	–	Securities Resolution No. 3, dated as of December 18, 2002, of Empire under the Indenture for Unsecured Debt Securities (Incorporated by reference to Exhibit 4(s) to the Annual Report on Form 10-K for the year ended December 31, 2002, File No. 1-3368).
4(g)	–	Securities Resolution No. 4, dated as of June 10, 2003, of Empire under the Indenture for Unsecured Debt Securities. (Incorporated by reference to Exhibit 4 to the Current Report on Form 8-K filed on July 29, 2003, File No. 1-3368).
4(h)	–	Form of Securities Resolution for Unsecured Debt Securities (Incorporated by reference to Exhibit 4(w) to Registration Statement No. 333-87105 on Form S-3).
4(i)	–	Indenture of Mortgage and Deed of Trust dated as of September 1, 1944 and First Supplemental Indenture thereto among Empire, The Bank of New York and UMB Bank & Trust, N.A. (Incorporated by reference to Exhibits B(1) and B(2) to Form 10, File No. 1-3368).
4(j)	–	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).
4(k)	–	Fourteenth Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(f) to Registration No. 333-56635 on Form S-3).

4(l)	–	Seventeenth Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(j) to Form 10-K for the year ended December 31, 1990, File No. 1-3368).
4(m)	–	Twentieth Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(m) to Registration Statement No. 333-66748 on Form S-3, filed July 30, 1993).
4(n)	–	Twenty-First Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4 to Form 10-Q for the quarter ended September 30, 1993, File No. 1-3368).
4(o)	–	Twenty-Second Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(k) to Form 10-K for the year ended December 31, 1993, File No. 1-3368).
4(p)	–	Twenty-Third Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(l) to Form 10-K for the year ended December 31, 1993, File No. 1-3368).
4(q)	–	Twenty-Fourth Supplemental Indenture to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4(m) to Form 10-K for the year ended December 31, 1993, File No. 1-3368).
4(r)	–	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 Registration Statement No. 333-56635 on Form S-3).
4(s)	–	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 the quarter ended March 31, 1995, File No. 1-3368).
4(t)	–	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 the quarter ended June 30, 1995, File No. 1-3368).
4(u)	–	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 the year ended December 31, 1996, File No. 1-3368).
4(v)	–	Twenty-Ninth Supplemental Indenture dated as of April 1, 1998 to Indenture of Mortgage and Deed of Trust (Incorporated by reference to Exhibit 4 to Form 10-Q for the quarter ended March 31, 1998, File No. 1-3368).
4(w)	–	Form of Supplemental Indenture relating to the First Mortgage Bonds (Incorporated by reference to Exhibit 4(t) to Registration Statement No. 333-35129 on Form S-3).
4(x)*	–	Form of Certificate of Designation for Preference Stock.
5(a)*	–	Opinion of Anderson, Byrd, Richeson, Flaherty & Henrichs regarding the legality of the Common Stock, the Unsecured Debt Securities and Preference Stock.
5(b)*	–	Opinion of Spencer, Scott & Dwyer P.C. regarding the legality of the First Mortgage Bonds.
12	–	Computation of Ratios of Earnings to Fixed Charges (incorporated by reference to Exhibit 12 to Form 10-Q for the quarter ended March 31, 2003, File No. 1-3368, and Exhibit 12 to Form 10-K for the year ended December 31, 2002, File No. 1-3368).

23(a)*	–	Consent of PricewaterhouseCoopers LLP.
23(b)	–	Consent of Anderson, Byrd, Richeson, Flaherty & Henrichs (included in Exhibit 5(a) hereto).
23(c)	–	Consent of Spencer, Scott & Dwyer P.C. (included in Exhibit 5(b) hereto).
24*	–	Powers of Attorney.
25(a)*	–	Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 (on Form T-1) of Wells Fargo Bank Minnesota, National Association.
25(b)*	–	Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 (on Form T-1) of The Bank of New York.
25(c)*	–	Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 (on Form T-1) of UMB Bank & Trust, N.A.

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* Filed herewith.

Exhibit 1(a)

THE EMPIRE DISTRICT ELECTRIC COMPANY

COMMON STOCK

STANDARD PURCHASE PROVISIONS

INCLUDING

FORM OF PURCHASE AGREEMENT

The Empire District Electric Company

Form of Purchase Agreement

Common Stock

_____
(Date)

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

Ladies and Gentlemen:

We refer to the Common Stock, $1.00 par value, of The Empire District Electric Company (the "Company"), a Kansas corporation, covered by Registration Statement No. 333-_____, which became effective on _____ (the "Registration Statement"). On the basis of the representations, warranties and agreements contained in this Agreement, but subject to the terms and conditions herein set forth, the purchaser or purchasers named in Schedule A hereto (the "Purchasers") agree to purchase, severally, and the Company agrees to sell to the Purchasers, severally, the respective numbers of shares of the Company's Common Stock referred to below (the "Firm Common Stock") set forth opposite the name of each Purchaser on Schedule A hereto. The Company also grants to the Purchasers an option to purchase _____ additional shares of the Company's Common Stock (the "Additional Common Stock") on the terms and conditions contained in this Agreement for the sole purpose of covering over-allotments. The Firm Common Stock and the Additional Common Stock are collectively referred to as the "Purchased Common Stock."

The price at which the Purchased Common Stock shall be purchased from the Company by the Purchasers shall be $_____ per share. The initial public offering price shall be $_____ per share. The Purchased Common Stock will be offered as set forth in the Prospectus Supplement relating to such Purchased Common Stock.

The Sale of the Purchased Common Stock will take place as follows:

The "Closing Date" (as defined in Section 2 of the Company's Standard Purchase Provisions — Common Stock) shall be: _____

The closing of the

purchase and sale of the Purchased Common Stock shall take place at: _____

The purchase price for the Purchased Common Stock shall be paid by: _____

The funds used to pay for the Purchased Common Stock shall be: _____

Other: _____

Notice to the Purchasers shall be sent to the addresses set forth in Schedule A hereto:

If we are acting as Representative(s) for the several Purchasers named in Schedule A hereto, we represent that we are authorized to act for such several Purchasers in connection with this financing, and that, if there are more than one of us, any action under this Agreement taken by any of us will be binding upon all the Purchasers.

All of the provisions contained in the document entitled "The Empire District Electric Company, Standard Purchase Provisions—Common Stock," a copy of which has been previously furnished to us, are hereby incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to us the enclosed duplicate hereof, whereupon it will become a binding agreement between the Company and the several Purchasers in accordance with its terms.

Very truly yours,

[NAME OF PURCHASER]

By:_____

Name:

Title:

Acting on behalf of itself and as Representative(s) of the several Purchasers named in Schedule A hereto.[a]

The foregoing Purchase
Agreement is hereby confirmed
as of the date first above written

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: _____
Name:
Title:

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[a] To be deleted if the Purchase Agreement is not executed by one or more Purchasers acting as Representative(s) of the Purchasers for purposes of this Agreement.

SCHEDULE A TO PURCHASE AGREEMENT

Name	Address and Telecopier Number	Number of Shares of Firm Common Stock to Be Purchased
	Total	

THE EMPIRE DISTRICT ELECTRIC COMPANY

STANDARD PURCHASE PROVISIONS — COMMON STOCK

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"). Each share of Common Stock will have associated with it one preference stock purchase right. Each such right enables the holder to acquire one one-hundredth of a share of the Company's Series A Participating Preference Stock under certain circumstances. 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.

The Closing Date and the Additional Closing Date may be the same. 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 (the "Prospectus Supplement") and all prior amendments and supplements thereto (other than supplements and amendments relating to securities that are not Purchased Common Stock) and 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 trustees filed as a part thereof (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"), 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 under 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 amendments to exhibits and supplements relating to securities that 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 after the effective date of the Registration Statement.

(f) For a period of one year, 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 Supplement.

(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

listing of the Purchased Common Stock on the New York Stock Exchange; (iv); 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; (v) 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; (vi) the fees and expenses of the transfer agent and registrar for the Purchased Common Stock (vii) the fees and expenses of the accountants and the counsel for the Company and (viii) 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 Purchasers to purchase and pay for the Firm Common Stock shall be subject in their discretion to the accuracy of and compliance in all material respects with the representations and the warranties of the Company herein contained as of the date hereof and the Closing Date, to the performance by the Company of its obligations hereunder and to the following additional conditions:

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

(b) You shall have received an opinion, dated the Closing Date, of Anderson, Byrd, Richeson, Flaherty & Henrichs, Kansas 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 and 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 as to legal matters in all material respects to the descriptions thereof contained in or 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 States of Arkansas, Missouri and Oklahoma, which are the only jurisdictions (other than Kansas) in which it owns or leases substantial properties or in which the conduct of its business requires such qualification;

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

(iii) Neither the issuance, sale and delivery 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 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;

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

(d) You shall have received an opinion, dated the Closing Date, of Brydon, Swearengen & England, Professional Corporation, special regulatory counsel for the Company, to the effect that no approval , authorization, consent or other order of any public board or body in the State of Arkansas, Missouri or Oklahoma is legally required for 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 any jurisdiction).

(e) You shall have received an opinion, dated the Closing Date, of Cahill Gordon & Reindel LLP, 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 conform as to legal matters in all material respects to the description thereof contained in or incorporated by reference into 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 Common Stock 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 each case, as to the financial statements or other financial or statistical information included therein and the Forms T-1, 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 LLP 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 & Henrichs; Spencer, Scott & Dwyer, P.C.; and Brydon, Swearengen & 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 or incorporated by reference 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 would 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 or incorporated by reference the Registration Statement or Prospectus or any such amendments or supplements or the Forms T-1).

(f) You shall have received an opinion, dated the Closing Date, of Thompson Coburn LLP, 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 conform as to legal matters in all material re-

spects to the descriptions thereof contained in or incorporated by reference into 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 Common Stock 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 each case, as to the financial statements or other financial or statistical information included or incorporated by reference therein or the Forms T-1, 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 LLP 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 & Henrichs; Brydon, Swearengen & England, Professional Corporation; and Spencer, Scott & Dwyer, P.C., referred to above. Thompson Coburn LLP 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 or incorporated by reference in the Registration Statement and Prospectus, or any subsequent amendments or supplements thereto, no facts have come to the attention of such counsel which would 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 un-

true 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 or incorporated by reference in the Registration Statement or Prospectus or any such amendments or supplements or the Forms T-1).

(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 schedule 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 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 or net income or in the 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 Purchased Common Stock on the terms and in the manner contemplated in the Prospectus.

(j) 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 any of the Company's debt securities 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 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 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 Common Stock and the Purchasers set forth on the cover page of the Prospectus Supplement and under "Underwriting" or similar caption therein.[a]

(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 con-

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[a] Specific language to be identified.

siderations 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 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, 11 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 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 9 and except that any default by a Purchaser with respect to the purchase of Additional 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 and the Additional Closing Dated, as the case may be, 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 New York.

Exhibit 1(b)

THE EMPIRE DISTRICT ELECTRIC COMPANY

UNSECURED DEBT SECURITIES

STANDARD PURCHASE PROVISIONS

INCLUDING

FORM OF PURCHASE AGREEMENT

The Empire District Electric Company

Form of Purchase Agreement

Unsecured Debt Securities

_____
(Date)

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

Ladies and Gentlemen:

We refer to the unsecured debt securities of The Empire District Electric Company (the "Company"), a Kansas corporation, covered by Registration Statement No. 333-_____, which became effective on _____ (the "Registration Statement"). On the basis of the representations, warranties and agreements contained in this Agreement, but subject to the terms and conditions herein set forth, the purchaser or purchasers named in Schedule A hereto (the "Purchasers") agree to purchase, severally, and the Company agrees to sell to the Purchasers, severally, the respective principal amounts of the Company's unsecured debt securities referred to below (the "Purchased Debt Securities") set forth opposite the name of each Purchaser on Schedule A hereto.

The price at which the Purchased Debt Securities shall be purchased from the Company by the Purchasers shall be _____% plus accrued interest, if any, from _____. The initial public offering price shall be _____% plus accrued interest, if any, from _____. The Purchased Debt Securities will be offered as set forth in the Prospectus Supplement relating to such Purchased Debt Securities.

The Purchased Debt Securities will have the following terms:

Title of Debt Securities: _____

Interest Rate: ___% per annum

Interest Payment Dates: _____

Maturity: _____

Redemption Provisions: _____

Sinking Fund: _____

Conversion Provisions: _____

The "Closing Date" (as defined in Section 2 of the Company's Standard Purchase Provisions—Unsecured Debt Securities) shall be:	_____
The closing of the purchase and sale of the Purchased Debt Securities shall take place at:	_____
The purchase price for the Purchased Debt Securities shall be paid by:	_____
The funds used to pay for the Purchased Debt Securities shall be:	_____
Other:	_____
Delayed Delivery Contracts:	[Authorized]/[Not authorized]
[Delivery Date	_____]
Minimum principal amount of Purchased Debt Securities to be sold pursuant to any Delayed Delivery Contract:	_____
Maximum aggregate principal amount of Purchased Debt Securities to be sold pursuant to all Delayed Delivery Contracts:	_____
Compensation to Purchasers:	_____[a]

Notice to the Purchasers shall be sent to the addresses as set forth on Schedule A hereto.

If we are acting as Representative(s) for the several Purchasers named in Schedule A hereto, we represent that we are authorized to act for such several Purchasers in connection with this financing, and that, if there are more than one of us, any action under this Agreement taken by any of us will be binding upon all the Purchasers.

All of the provisions contained in the document entitled "The Empire District Electric Company, Standard Purchase Provisions—Unsecured Debt Securities," a copy of which has been previously

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[a] To be used if Delayed Delivery Contracts are authorized.

furnished to us, are hereby incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to us the enclosed duplicate hereof, whereupon it will become a binding agreement between the Company and the several Purchasers in accordance with its terms.

Very truly yours,

[NAME OF PURCHASER]

By: _____
Name:
Title:

Acting on behalf of itself and as Representative(s) of the several Purchasers named in Schedule A hereto.[a]

The foregoing Purchase
Agreement is hereby confirmed
as of the date first above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: _____
Name:
Title:

[a] To be deleted if the Purchase Agreement is not executed by one or more Purchasers acting as Representative(s) of the Purchasers for purposes of this Agreement.

SCHEDULE A TO PURCHASE AGREEMENT

Name	Address and Telecopier Number	Principal Amount of Purchased Debt Securities to Be Purchased
	Total	$

THE EMPIRE DISTRICT ELECTRIC COMPANY

STANDARD PURCHASE PROVISIONS—UNSECURED DEBT SECURITIES

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 unsecured debt securities 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.

Introductory. The Company proposes to issue and sell from time to time unsecured debt securities registered under the registration statement referred to in Section 3(a) ("Debt Securities"). The Debt Securities will be issued under an Indenture, dated as of September 10, 1999 ("Original Indenture"), by and between the Company and Wells Fargo Bank Minnesota, National Association, as trustee ("Trustee"), as supplemented and amended, including by a Securities Resolution (as defined in the Indenture) pertaining to the particular series of Debt Securities involved in the offering (the Original Indenture 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 Debt Securities being determined at the time of sale and being as set forth in the Purchase Agreement and Securities Resolution relating to such series of Debt Securities. The Debt Securities referred to in Schedule A of the Purchase Agreement are hereinafter referred to as the "Purchased Debt Securities." The firm or firms, as the case may be, which agree to purchase the Purchased Debt Securities are hereinafter referred to as the "Purchasers" of such Purchased Debt Securities. 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 Debt Securities to be purchased by Purchasers are herein referred to as "Purchasers' Debt Securities," and any Purchased Debt Securities to be purchased pursuant to Delayed Delivery Contracts (as defined below) as hereinafter provided are herein referred to as "Contract Debt Securities."

Sale and Delivery of the Debt Securities. Subject to the terms and conditions set forth in this Agreement, the Company will deliver the Purchasers' Debt Securities 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' Debt Securities 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 Debt Securities pursuant to delayed delivery contracts, the Company authorizes the Purchasers to solicit offers to purchase Contract Debt

Securities 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 Debt Securities not less than the amount set forth in the Purchase Agreement and the aggregate principal amount of all Contract Debt Securities 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 Debt Securities. 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 Debt Securities shall be deducted from the Purchased Debt Securities to be purchased by the several Purchasers and the aggregate principal amount of Purchased Debt Securities to be purchased by each Purchaser shall be reduced pro rata in proportion to the principal amount of Purchased Debt Securities 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.

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 Debt Securities, 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 Debt Securities referred to in Section 2 (the "Prospectus Supplement") and all prior amendments and supplements thereto (other than supplements and amendments relating to securities that are not Purchased Debt Securities), 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 Trustee (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 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.

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 Debt Securities, 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 Debt Securities 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 amendments to exhibits and supplements relating to securities that are not Purchased Debt Securities), 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 Debt Securities 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 Debt Securities 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 Debt Securities; 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 one year, 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 Debt Securities as set forth under the caption "Use of Proceeds" in the Prospectus Supplement.

(h) If a public offering of the Purchased Debt Securities is to be made, the Company will not offer or sell any of its other debt securities which are substantially similar to the Purchased Debt Securities prior to ten business days after the Closing Date without the consent of the Purchasers.

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' Debt Securities and the preparation, issuance and delivery to the purchasers thereof of the Contract Debt Securities; (iii) the reproduction or printing and mailing in reasonable quantities of the Registration Statement, 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 Debt Securities 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 Trustee and any agent of the Trustee (including legal fees and disbursements, if any, of counsel to the Trustee); 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.

Conditions of the Purchasers' Obligations. The obligations of the Purchasers to purchase and pay for the Purchasers' Debt Securities 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 & Henrichs, Kansas 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 Purchasers' Debt Securities have been duly authorized, executed, issued and delivered by the Company and constitute, and the Contract Debt Securities 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 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 by general principles of equity;

(iii) 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 by general principles of equity;

(iv) The Indenture and the Purchased Debt Securities conform as to legal matters in all material respects to the descriptions thereof contained in the Prospectus;

(v) All approvals of the State Corporation Commission of the State of Kansas which are required for the issuance, sale and delivery of the Purchased Debt Securities have been obtained; any conditions in such approvals required to be satisfied prior to the issuance of the Purchased Debt Securities 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 Debt Securities or the execution, delivery and performance by the Company of the Securities Resolution, the Purchased Debt Securities, 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

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

(iv) Neither the issuance, sale and delivery of the Purchased Debt Securities nor the execution, delivery and performance by the Company of this Agreement, any Delayed Delivery Contract, the Securities Resolution or the Purchased Debt Securities 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; and

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

(d) You shall have received an opinion, dated the Closing Date, of Brydon, Swearengen & England, Professional Corporation, special regulatory counsel for the Company, to the effect that no 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 Debt Securities or the execution, delivery and performance by the Company of the Securities Resolution, the Purchased Debt Securities, 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 LLP, counsel for the Company, to the effect that:

(i) The Purchasers' Debt Securities have been duly authorized, executed, issued and delivered by the Company and constitute, and the Contract Debt Securities 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 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 by general principles of equity;

(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 by general principles of equity;

(iii) The Indenture and the Purchased Debt Securities conform as to legal matters in all material respects to the descriptions thereof contained in the Prospectus;

(iv) All approvals of the State Corporation Commission of the State of Kansas which are required for the issuance, sale and delivery of the Purchased Debt Securities 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);

(v) 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 Form T-1 of the Trustee, 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

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

In rendering such opinion Cahill Gordon & Reindel LLP 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 & Henrichs; Brydon, Swearengen & 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 or incorporated by reference in the Registration Statement and Prospectus, or any subsequent amendments or supplements thereto (other than to the extent set forth in paragraph (iii) above), 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 would 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 or incorporated by reference in the Registration Statement or Prospectus or any such amendments or supplements or the Form T-1 of the Trustee).

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

(i) The Purchasers' Debt Securities have been duly authorized, executed, issued and delivered by the Company and constitute, and the Contract Debt Securities 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 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 by general principles of equity;

(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 by general principles of equity;

(iii) The Indenture and the Purchased Debt Securities conform as to legal matters in all material respects to the descriptions thereof contained in the Prospectus;

(iv) All approvals of the State Corporation Commission of the State of Kansas which are required for the issuance, sale and delivery of the Purchased Debt Securities 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);

(v) 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 Form T-1 of the Trustee, 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

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

In rendering such opinion Thompson Coburn LLP 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 & Henrichs; Brydon, Swearengen & England, Professional Corporation; and Spencer, Scott & Dwyer, P.C. referred to above. Thompson Coburn LLP need not express any opinion with respect to the matters set forth in paragraphs (i), (ii) and (iv) 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 or incorporated by reference in the Registration Statement and Prospectus, or any subsequent amendments or supplements thereto (except to the extent set forth in paragraph (iii) above), no facts have come to the attention of such counsel which would 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 or incorporated by reference the Registration Statement or Prospectus or any such amendments or supplements or the Form T-1 of the Trustee).

(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 schedule 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 the ratio of earnings to fixed charges; or (4) at a specified date not more than five business days prior 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' Debt Securities on the terms and in the manner contemplated in the Prospectus.

(j) If a public offering of the Purchasers' Debt Securities is to be made, subsequent to the date of this Agreement and prior to the Closing Date, no rating of any of the Company's debt securities 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 Debt Securities arranged by the Purchasers have been approved by the Company.

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 Debt Securities and the Purchasers set forth on the cover page of the Prospectus Supplement and under "Underwriting" or similar caption therein.[a]

(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

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[a] Specific language to be identified.

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.

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 Debt Securities (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 Purchasers' Debt Securities purchased by such Purchaser and any Contract Debt Securities, 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.

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' Debt Securities 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, 11 or this Section 9, or if the purchase of the Purchasers' Debt Securities 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 and 8 hereof.

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 Debt Securities or termination of this Agreement.

Default of Purchasers. If any Purchaser or Purchasers default in their obligations to purchase Purchasers' Debt Securities hereunder and the aggregate principal amount of Purchasers' Debt Securities which such defaulting Purchaser or Purchasers agreed but failed to purchase is 10% of the principal amount of Purchasers' Debt Securities or less, you may make arrangements satisfactory to the Company for the purchase of such Purchasers' Debt Securities 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' Debt Securities which such defaulting Purchasers agreed but failed to purchase. If any Purchaser or Purchasers so default and the aggregate principal amount of Purchasers' Debt Securities 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' Debt Securities 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 9. In the event that any Purchaser or Purchasers default in their obligation to purchase Purchasers' Debt Securities 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.

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 Purchasers' Debt Securities from a Purchaser or any subsequent holder thereof or any purchaser of any Contract Debt Securities 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 Debt Securities from any Purchaser or any subsequent holder thereof or any purchaser, as such purchaser, of any Contract Debt Securities 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.

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) 625-5153 (Attn: Vice President - Finance) (or such other place as the Company may specify in writing).

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

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

Schedule I

DELAYED DELIVERY CONTRACT

Dated:

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

Ladies and Gentlemen:

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 "Debt Securities") offered by the Company's Prospectus dated _____ and a Prospectus Supplement dated _____, 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 Debt Securities in the principal amounts and on the delivery dates (the "Delivery Dates") set forth below:

Delivery Date	Principal Amount	Plus Accrued Interest From:
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____

Payment for the Debt Securities 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 Delivery Date upon issuance and delivery to the undersigned of the Debt Securities 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, Debt Securities on each Delivery Date shall be subject to the conditions that (1) the purchase of Debt Securities 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 Debt Securities 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 Debt Securities as is to be sold and delivered to them. In the event that Debt Securities 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 Debt Securities 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 Debt Securities hereby agreed to be purchased and (b) the undersigned does not contemplate selling the Debt Securities which it has agreed to purchase hereunder prior to the Delivery Date therefore.

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 governed by and construed in accordance with the laws of the State of New York. 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.)

Name	Telephone No. (Including Area Code)	Department

Exhibit 1(c)

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BONDS

STANDARD PURCHASE PROVISIONS

INCLUDING

FORM OF PURCHASE AGREEMENT

The Empire District Electric Company

Form of Purchase Agreement

First Mortgage Bonds

_____
(Date)

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

Ladies and Gentlemen:

We refer to the First Mortgage Bonds of The Empire District Electric Company (the "Company"), a Kansas corporation, covered by Registration Statement No. 333-_____, which became effective on _____ (the "Registration Statement"). On the basis of the representations, warranties and agreements contained in this Agreement, but subject to the terms and conditions herein set forth, the purchaser or purchasers named in Schedule A hereto (the "Purchasers") agree to purchase, severally, and the Company agrees to sell to the Purchasers, severally, the respective principal amounts of the Company's First Mortgage Bonds referred to below (the "Purchased Bonds") set forth opposite the name of each Purchaser on Schedule A hereto.

The price at which the Purchased Bonds shall be purchased from the Company by the Purchasers shall be _____% plus accrued interest, if any, from _____. The initial public offering price shall be _____% plus accrued interest, if any, from _____. The Purchased Bonds will be offered as set forth in the Prospectus Supplement relating to such Purchased Bonds.

The Purchased Bonds will have the following terms:

Title of Bonds:	
Interest Rate:	___% per annum
Interest Payment Dates:	_____
Maturity:	_____
Redemption Provisions:	_____
Sinking Fund:	_____
The "Closing Date" (as defined in Section 2 of the Company's	

Standard Purchase Provisions — First Mortgage Bonds) shall be:	_____
The closing of the purchase and sale of the Purchased Bonds shall take place at:	_____
The purchase price for the Purchased Bonds shall be paid by:	_____
The funds used to pay for the Purchased Bonds shall be:	_____
Other:	_____
Delayed Delivery Contracts:	[Authorized]/[Not authorized]
[Delivery Date	_____
Minimum principal amount of Purchased Bonds to be sold pursuant to any Delayed Delivery Contract:	_____
Maximum aggregate principal amount of Purchased Bonds to be sold pursuant to all Delayed Delivery Contracts:	_____
Compensation to Purchasers:	_____][a]

Notice to the Purchasers shall be sent to the addresses as set forth on Schedule A hereto.

If we are acting as Representative(s) for the several Purchasers named in Schedule A hereto, we represent that we are authorized to act for such several Purchasers in connection with this financing, and that, if there are more than one of us, any action under this Agreement taken by any of us will be binding upon all the Purchasers.

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a To be used if Delayed Delivery Contracts are authorized.

All of the provisions contained in the document entitled "The Empire District Electric Company, Standard Purchase Provisions—First Mortgage Bonds," a copy of which has been previously furnished to us, are hereby incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to us the enclosed duplicate hereof, whereupon it will become a binding agreement between the Company and the several Purchasers in accordance with its terms.

Very truly yours,

[NAME OF PURCHASER]

By: _____
Name:
Title:
Acting on behalf of itself and as Representative(s) of the several Purchasers named in Schedule A hereto.[a]

The foregoing Purchase
Agreement is hereby confirmed
as of the date first above written

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: _____
Name:
Title:

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a To be deleted if the Purchase Agreement is not executed by one or more Purchasers acting as Representative(s) of the Purchasers for purposes of this Agreement.

SCHEDULE A TO PURCHASE AGREEMENT

Name	Address and Telecopier Number	Principal Amount of Purchased Bonds to Be Purchased
	Total	$

THE EMPIRE DISTRICT ELECTRIC COMPANY

STANDARD PURCHASE PROVISIONS — FIRST MORTGAGE BONDS

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 The Bank of New York and UMB Bank & Trust, 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 (the "Prospectus Supplement") and all prior amendments and supplements thereto (other than supplements and amendments relating to securities 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 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 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 amendments to exhibits and 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 one year, 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 Supplement.

(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 Supplemental 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 sur-

vey 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 & Henrichs, 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, 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, (A) 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 and (B) as to the Company's interest in the State Line Combined Cycle Generating Facility, except as the same may be limited by the terms of the Agreement for the Construction, Ownership and Operation of State Line Combined Cycle Generating Facility, dated July 26, 1999, as amended, among the Company, as an owner, Westar Generating, Inc., as an owner and the Company, as agent and of any other agreements by the Company relating to its interest in such facility;

(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, (A) 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 re-

lating to its interest in such station and (B) as to the Company's interest in the State Line Combined Cycle Generating Facility, except as the same may be limited by the terms of the Agreement for the Construction, Ownership and Operation of State Line Combined Cycle Generating Facility, dated July 26, 1999, as amended, among the Company, as an owner, Westar Generating, Inc., as an owner and the Company, as agent and of any other agreements by the Company relating to its interest in such facility;

(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 refiling 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) The Indenture and the Purchased Bonds conform as to legal matters in all material respects to the descriptions thereof contained in the Prospectus;

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

(x) 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

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

(d) You shall have received an opinion, dated the Closing Date, of Brydon, Swearengen & England, Professional Corporation, special regulatory 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 LLP, counsel for the Company, to the effect that:

(i) The Purchasers' Bonds have been duly authorized, executed, 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, (A) 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 and (B) as to the Company's interest in the State Line Combined Cycle Generating Facility, except

as the same may be limited by the terms of the Agreement for the Construction, Ownership and Operation of State Line Combined Cycle Generating Facility, dated July 26, 1999, as amended, among the Company, as an owner, Westar Generating, Inc., as an owner and the Company, as agent and of any other agreements by the Company relating to its interest in such facility;

(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, (A) 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 and (B) as to the Company's interest in the State Line Combined Cycle Generating Facility, except as the same may be limited by the terms of the Agreement for the Construction, Ownership and Operation of State Line Combined Cycle Generating Facility, dated July 26, 1999, as amended, among the Company, as an owner, Westar Generating, Inc., as an owner and the Company, as agent and of any other agreements by the Company relating to its interest in such facility;

(iii) The Indenture and the Purchased Bonds conform as to legal matters in all material respects to the descriptions thereof contained in the Prospectus;

(iv) 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);

(v) 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

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

In rendering such opinion Cahill Gordon & Reindel LLP 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 & Henrichs; Brydon, Swearengen & 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 or incorporated by reference in the Registration Statement and Prospectus, or any subsequent amendments or supplements thereto (other than to the extent set forth in paragraph (iii) above), 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 would 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 or incorporated by reference 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 LLP, counsel for the Purchasers, to the effect that:

(i) The Purchasers' Bonds have been duly authorized, executed, 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, (A) 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 and (B) as to

the Company's interest in the State Line Combined Cycle Generating Facility, except as the same may be limited by the terms of the Agreement for the Construction, Ownership and Operation of State Line Combined Cycle Generating Facility, dated July 26, 1999, as amended, among the Company, as an owner, Westar Generating, Inc., as an owner and the Company, as agent and of any other agreements by the Company relating to its interest in such facility;

(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, (A) 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 and (B) as to the Company's interest in the State Line Combined Cycle Generating Facility, except as the same may be limited by the terms of the Agreement for the Construction, Ownership and Operation of State Line Combined Cycle Generating Facility, dated July 26, 1999, as amended, among the Company, as an owner, Westar Generating, Inc., as an owner and the Company, as agent and of any other agreements by the Company relating to its interest in such facility;

(iii) The Indenture and the Purchased Bonds conform as to legal matters in all material respects to the descriptions thereof contained in the Prospectus;

(iv) 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);

(v) 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, ap-

peared 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

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

In rendering such opinion Thompson Coburn LLP 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 & Henrichs; Brydon, Swearengen & England, Professional Corporation; and Spencer, Scott & Dwyer, P.C. referred to above. Thompson Coburn LLP need not express any opinion with respect to the matters set forth in paragraphs (i), (ii), (v), (vi), (vii) and (x) 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 or incorporated by reference in the Registration Statement and Prospectus, or any subsequent amendments or supplements thereto (except to the extent set forth in paragraph (iii) above), no facts have come to the attention of such counsel which would 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 or incorporated by reference to 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 schedule 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 any of the Company's debt securities 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 control-

ling 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 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 Bonds (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 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, 11 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 9. 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 (including, 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) 625-5153 (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 New York.

Schedule I

DELAYED DELIVERY CONTRACT

Dated:

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

Ladies and Gentlemen:

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 _____ and a Prospectus Supplement dated _____, 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:

Delivery Date	Principal Amount	Plus Accrued Interest From:
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____

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 Delivery 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 therefore.

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 governed 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.)

Name	Telephone No. (Including Area Code)	Department