

Exhibit 1(d)

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EMPIRE DISTRICT ELECTRIC COMPANY

PREFERENCE STOCK

STANDARD PURCHASE PROVISIONS

INCLUDING

FORM OF PURCHASE AGREEMENT

The Empire District Electric Company

Form of Purchase Agreement

Preference Stock

(Date)

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

Ladies and Gentlemen:

We refer to the Preference Stock, no 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 Preference Stock referred to below (the "Firm Preference 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 Preference Stock (the "Additional Preference Stock") on the terms and conditions contained in this Agreement for the sole purpose of covering over-allotments. The Firm Preference Stock and the Additional Preference Stock are collectively referred to as the "Purchased Preference Stock."

The price at which the Purchased Preference 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 Preference Stock will be offered as set forth in the Prospectus Supplement relating to such Purchased Preference Stock.

The Purchased Preference Stock will have the following terms:

Title: _____

Liquidation Amount at Maturity: _____

Dividend Rate: _____

Dividend Payment Dates: _____

Maturity: _____

Redemption Provisions: _____

Listing: _____

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

The closing of the
purchase and sale of
the Purchased Preference
Stock shall take place at: _____

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

The funds used to pay
for the Purchased Preference
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—Preference 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:

^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

<u>Name</u>	<u>Address and Telecopier Number</u>	<u>Number of Shares of Firm Preference Stock to Be Purchased</u>
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Total

THE EMPIRE DISTRICT ELECTRIC COMPANY
STANDARD PURCHASE PROVISIONS - PREFERENCE 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 preference 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, preference stock, no par value, registered under the registration statement referred to in Section 3(a) (“Preference Stock”). The shares of Preference Stock referred to on Schedule A of the Purchase Agreement are hereinafter referred to as the “Firm Preference Stock.” The Purchase Agreement may provide for an additional number of shares of Preference Stock (the “Additional Preference 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 Preference Stock and the Additional Preference Stock, if any, are collectively referred to as the “Purchased Preference Stock.” The firm or firms, as the case may be, which agree to purchase the Purchased Preference Stock are hereinafter referred to as the “Purchasers” of such Purchased Preference 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 Preference Stock. Subject to the terms and conditions set forth in this Agreement, the Company will deliver the Firm Preference 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 Preference 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 Preference 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 Preference 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 Preference Stock, if any, as may be necessary to cover over-

allotments made in connection with the offering of the Firm Preference Stock, at the same purchase price per share to be paid by the Purchasers to the Company for the Firm Preference 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 Preference Stock as to which the option is being exercised, and the date and time when the Additional Preference 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 Preference Stock to be sold to each Purchaser shall be the number which bears the same proportion to the aggregate number of shares of Additional Preference Stock being purchased as the number of shares of Firm Preference 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 Preference Stock (subject, in each case, to such adjustment as you may determine to eliminate fractional shares).

Payment of the purchase price for the Additional Preference 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 Preference 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 Preference 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 Preference 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 Preference 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 Preference 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 Preference 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 Preference 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 Preference 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 Preference Stock that is not Purchased Preference 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 Preference 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 Preference 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 Preference 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 Preference Stock as set forth under the caption "Use of Proceeds" in the Prospectus Supplement.

(h) If a public offering of the Purchased Preference Stock is to be made, the Company will not offer or sell any of its other Preference Stock (other than pursuant to any employee benefit or other plan in effect on the date of this Agreement) prior to 120 days after the Closing Date without the consent of the Purchasers.

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

(a) The Company, whether or not the transactions contemplated hereunder are consummated, will (except as provided in Section 4(c) hereof) pay all costs and expenses incident to the performance of its obligations hereunder, including without limitation, all

costs and expenses in connection with (i) the preparation and filing of the Registration Statement and Prospectus and any supplements or amendments thereto; (ii) the preparation, issuance and delivery to the Purchasers of the Purchased Preference Stock (other than transfer taxes); (iii) the listing of the Purchased Preference 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 Preference 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 Preference 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 Preference Stock. The obligations of the Purchasers to purchase and pay for the Firm Preference 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 Purchased Preference 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 Preference 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 Preference Stock have been obtained; any conditions in such approvals required to be satisfied prior to the issuance of the Purchased Preference 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 Preference 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 Preference 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 Preference 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 Preference 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 Preference 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 Preference 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 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 Preference 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, Swearingen & 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 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 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 Preference Stock on the terms and in the manner contemplated in the Prospectus.

(j) If a public offering of the Purchased Preference 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) If the Purchased Preference Stock is to be listed on the New York Stock Exchange, Inc. ("NYSE"), the NYSE shall have approved for listing upon official notice of issuance, the Purchased Preference 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 Preference Stock and the Purchasers set forth on the cover page of the Prospectus Supplement and under "Underwriting" or similar caption therein.²

(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.

² Specific language to be identified.

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 Preference Stock (taking into account the portion of the proceeds of the offering realized by each), the parties' relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and any other equitable considerations appropriate under the circumstances. The Company and the Purchasers agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation (even if the Purchasers were treated as one entity for such purpose). No Purchaser or any person controlling such Purchaser shall be obligated to make contribution hereunder which in the aggregate exceeds the total public offering price of the Purchased Preference 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 Preference 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 Preference Stock or the Additional Preference 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 Preference Stock or the Additional Preference Stock, if any, by the Purchasers is not consummated because of any refusal, inability or failure on the part of the Company to comply with any of the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform all the obligations under this Agreement, the Company shall not be liable to the Purchasers for damages arising out of the transactions covered by this Agreement, but the Company and the Purchasers shall remain liable to the extent provided in Sections 5(a), 7(a) and 8 hereof.

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

11. Default of Purchasers. If any Purchaser or Purchasers default in their obligations to purchase Firm Preference Stock or Additional Preference Stock, as the case may be, hereunder and the aggregate number of shares of Firm Preference Stock or Additional Preference 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 Preference Stock or Additional Preference Stock, as the case may be, you may make arrangements satisfactory to the Company for the purchase of such Firm Preference Stock or Additional Preference 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 Preference Stock or Additional Preference 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 Preference Stock or Additional Preference 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 Preference Stock or Additional Preference Stock, as the case may be, by other persons are not made within thirty-six hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Purchaser or the Company, except as provided in Section 10 and except that any default by a Purchaser with respect to the purchase of Additional Preference Stock shall not affect the obligations of the Purchasers to purchase the Firm Preference Stock. In the event that any Purchaser or Purchasers default in their obligation to purchase Firm Preference Stock or Additional Preference 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 Date, 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 Preference 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 Preference 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 4(x)

THE EMPIRE DISTRICT ELECTRIC COMPANY

CERTIFICATE OF DESIGNATION DESCRIPTION AND CERTAIN TERMS OF SERIES ____ PREFERENCE STOCK, NO PAR VALUE

The Empire District Electric Company (the "Company"), a corporation organized and existing under and by virtue of the General Corporation Code of the State of Kansas.

DOES HEREBY CERTIFY as follows:

1. That pursuant to Article IV of the Restated Articles of Incorporation, as amended, of the Company (the "Articles"), the Company has authorized 2,500,000 shares of Preference Stock, no par value, of which [] shares are now outstanding. The Board of Directors of the Company is expressly authorized under the Company's Articles to fix, to the extent permitted by law, certain of the terms with respect to each particular series of Preference Stock (other than the Series A Participating Preference Stock, the terms of which are set forth in Article IV of the Articles).

2. That the Board of Directors of the Company, at a meeting duly convened and held on *A*, at which a quorum was present and voting throughout, duly adopted the following resolution fixing the designations, preferences, voting powers and relative and other rights and qualifications, limitations and restrictions other than those which apply to all series of Preference Stock of the Company, irrespective of any variations between the different Series (for a statement of which reference is made to said aforesaid Article IV) and authorizing the issuance of a new series of Preference Stock as follows:

RESOLVED, There has been created by the Board of Directors, a series of preference stock limited to *B* shares, no par value, authorized and unissued, known as "Series *C* Preference Stock" (the "Series *C* Preference Stock"). Shares of said series have, in addition to the general terms and characteristics of all the authorized shares of preference stock of the corporation, as set forth in its Restated Articles of Incorporation, the following terms and characteristics as fixed by the Board of Directors:

(a) The holders of Series *C* Preference Stock shall be entitled to receive cumulative dividends, if and when declared payable by the Board of Directors, at the rate of *D* % per annum from the date of original issue on all shares issued before *E*, which date shall be the first dividend payment date for said series and payable thereafter on *F*.

(b) [The holders of Series *C* Preference Stock shall be entitled to receive in the case of redemption thereof, at any time, at the option of the Company, in whole or in part, \$*G* per share prior to *H* and at the following applicable prices per share during the respective 12-month periods ending *I* of the years indicated:

<u>Year</u>	Optional Redemption <u>Premium</u>	<u>Year</u>	Optional Redemption <u>Premium</u>
J	*K*	*J*	*K*

and at *L* per share thereafter; in each case, plus accrued and unpaid dividends thereon to the date fixed for redemption, whether or not earned or declared,] *M* [provided that such Series *C* Preference Stock shall not be redeemable, directly or indirectly, prior to *N* with the proceeds of borrowed funds, or the issue of any stock ranking prior to or on a parity with the Series *C* Preference Stock, having a cost of money (before deduction of commissions and expenses) to the Company lower than *O* % per annum] *P*

(c) [In the case of a mandatory sinking fund, except to the extent prevented from doing so by restrictions contained in the Articles or in any mortgage, indenture or loan agreement of the Company or to the extent prevented from doing so for any other reason, on *Q* and on each *R* thereafter so long as any shares of the Series *C* Preference Stock are outstanding, redeem *S* such shares (or all such shares outstanding on any such *R* if less than *S*), in each case at the sinking fund redemption price of \$*T* per share plus accrued and unpaid dividends thereon to the date fixed for redemption. The obligation of the Company to redeem the shares of Series *C* Preference Stock pursuant to this sub-paragraph (c) shall be cumulative so that if it shall be prevented by the afore-said restriction from redeeming on any such *R* the number of such shares which in the absence of such restrictions it would be required to redeem on such date, the number of such shares not so redeemed shall be redeemed as soon as the Company shall not be so prevented from redeeming the shares of the stock of such series] *U*. Any purchase or other acquisition of shares of Series *C* Preference Stock pursuant to sub-paragraph (b) and (d) hereof by the corporation shall constitute a credit against any sinking fund retirement required by this sub-paragraph (c).

(d) The Company may increase the number of shares of the stock of such series to be redeemed on any *R* commencing *Q* pursuant to sub-paragraph (c), at the sinking fund redemption price of \$*T* per share plus accrued and unpaid dividends to the date fixed for redemption, by a number of shares not to exceed *V* shares on any one such date; provided, however, that the aggregate of such increase in the number of shares redeemed pursuant to sub-paragraph (c) which are effected pursuant to this sub-paragraph (d) shall not exceed *W*] *X*.

(e) [All redemptions pursuant to sub-paragraphs (b), (c) and (d) hereof shall be by lot or pro rata as the Board of Directors may determine, among the holders of the Series *C* Preference Stock. All shares of the Series *C* Preference Stock redeemed

pursuant to sub-paragraph (b), (c) and (d), and all such shares purchased or otherwise acquired by the Company shall be deemed to be, and shall be restored to the status of, authorized and unissued shares of preference stock of no par value, each undesignated as to series, and shall not be reissued as shares of such series.] *Y*

(f) [The holders of Series *C* Preference Stock shall be entitled to convert or exchange the Series *C* Preference Stock for shares of *Z* stock of the Company [at its option] [upon the happening of [specify event]]. Appropriate adjustments shall be made to this Certificate of Designation, including the term "Preference Stock," to give effect to each such conversion or exchange.]

(g) The holders of Series *C* Preference Stock shall be entitled to receive in the case of voluntary or involuntary liquidation, dissolution or winding up of the Company, the same amount per share as is then payable in the case of redemption, plus accrued and unpaid dividends thereon, whether or not earned or declared.

IN WITNESS WHEREOF, The Empire District Electric Company has caused this Certificate to be signed by its Vice President – Finance and its corporate seal to be affixed and attested by its Secretary-Treasurer, this [] day of [], [].

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: _____

Name:

Title: Vice President – Finance

Attest:

Secretary- Treasurer

LEGEND

The following descriptions correspond to the dates, amounts and other information not contained in this Form of Certificate of Designation, and are to be determined as appropriate for each series of Preference Stock.

A	Insert applicable Board of Directors meeting date
B	Insert number of shares authorized for such series
C	Insert applicable series
D	Insert applicable dividend payment rate
E	Insert first dividend payment date
F	Insert dividend payment date(s)
G	Insert applicable redemption amount
H	Insert first redemption date
I	Insert applicable annual redemption date, month and day
J	Insert applicable year
K	Insert applicable redemption amount
L	Insert applicable redemption amount
M	Delete or revise to reflect actual redemption provisions, if any
N	Insert refunding date
O	Insert applicable rate
P	Delete or revise to reflect actual refunding protection, if any
Q	Insert first sinking fund date
R	Insert applicable annual sinking fund date, month and year
S	Insert applicable number of shares to be redeemed annually under the sinking fund
T	Insert applicable sinking fund redemption price
U	Delete or revise to reflect actual sinking fund provision, if any
V	Insert applicable number of additional shares which the Company may redeem annually under the sinking fund
W	Insert applicable limit to aggregate number of additional shares which the Company may redeem under the sinking fund
X	Delete or revise to reflect actual additional sinking fund allowance provisions, if any
Y	Delete or revise to reflect any redemption or sinking fund provision
Z	Insert applicable security.

Exhibit 5(a)

LAW OFFICES OF
*ANDERSON, BYRD, RICHESON,
FLAHERTY & HENRICHs*
A Limited Liability Partnership

JOHN L. RICHESON
JAMES G. FLAHERTY
DEE A. HENRICHs

OF COUNSEL:
RICHARD C. BYRD

216 S. HICKORY, P. O. BOX 17
OTTAWA, KANSAS 66067
(785) 242-1234, *Telephone*
(785) 242-1279, *Facsimile*

R. SCOTT RYBURN
DANIEL D. COVINGTON

ROBERT A. ANDERSON
(1920 - 1994)

August 5, 2003

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

Ladies and Gentlemen:

We are acting as counsel for The Empire District Electric Company, a Kansas corporation (the "Company"), in connection with the registration under the Securities Act of 1933, as amended (the "Act"), pursuant to the Company's Registration Statement on Form S-3 (the "Registration Statement"), of up to \$200,000,000 principal amount of shares of the Company's Common Stock, par value \$1.00 (the "New Common Stock"), and the related Preference Stock Purchase Rights (the "Rights") and/or shares of the Company's Preference Stock, no par value (the "New Preference Stock") and/or one or more series of the Company's unsecured debt securities (the "New Debt Securities") and/or one or more series of the Company's First Mortgage Bonds.

The New Debt Securities are to be issued under the indenture dated September 10, 1999 (the "Indenture") between the Company and Wells Fargo Bank Minnesota, N.A. (formerly Norwest Bank Minnesota, N.A.), as trustee, which may hereafter be supplemented by one or more Securities Resolutions (as defined in the Indenture) creating each series of New Debt Securities (a form of which is filed as an exhibit to the Registration Statement).

We advise you that in our opinion:

1. The Company is a corporation duly organized and validly existing under the laws of the State of Kansas.
2. The New Common Stock and/or the New Preference Stock will have been duly authorized, legally issued, fully paid and non-assessable when (i) the Registration Statement has become effective under the Act, (ii) the Board of Directors of the Company has adopted the appropriate resolutions, (iii) a Certificate of Designation with respect to the New Preference Stock, in the form filed as an exhibit to the Registration Statement, is filed and recorded in accordance with the Kansas General Corporation Code, (iv) the State Corporation Commission of the State of Kansas

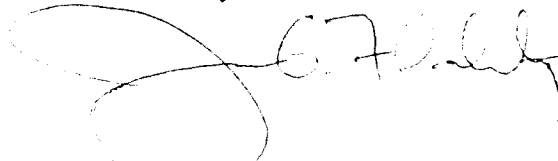
has issued its order authorizing the issuance and sale of the New Common Stock and/or the New Preference Stock, and (v) the New Common Stock and/or the New Preference Stock has been sold by the Company for cash at a price approved by the Board of Directors.

3. The New Debt Securities will have been duly authorized and legally issued and will constitute binding obligations of the Company when (i) the Registration Statement has become effective under the Act, (ii) the Board of Directors of the Company and/or the authorized officers have adopted the appropriate resolutions, (iii) the Securities Resolution, if in the form of a supplemental indenture, has been duly executed and delivered, or, if in the form of a resolution, has been duly adopted, (iv) the State Corporation Commission of the State of Kansas has issued its order authorizing the issuance and sale of the New Debt Securities and (v) the New Debt Securities have been duly issued in accordance with the provisions of the Indenture and the Securities Resolution relating thereto and sold by the Company for cash at a price approved by the Board of Directors.

4. The issuance of the Rights has been validly authorized by all necessary corporation action on the part of the Company and, when issued in accordance with the Rights Agreement, dated July 26, 2000, as amended, between the Company and Wells Fargo Bank Minnesota, N.A., as Rights Agent, will be validly issued.

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

Sincerely,

A handwritten signature in black ink, appearing to read "J. G. Flaherty", with a large, sweeping loop at the beginning.

James G. Flaherty
jflaherty@abrflh.com

JGF:rr

Exhibit 5(b)

SPENCER, SCOTT & DWYER, P.C.

E. P. DWYER, JR.
GARY C. LENTZ
ALEXANDER B. CURCHIN
JOHN S. DOLENCE
ROBERT L. GROSS
GINA D. ATTEBERRY
JASON J. HIGDON
JEFFREY W. HEIL

ATTORNEYS AT LAW
BANK BUILDING
402 MAIN STREET, 6TH FLOOR
P.O. BOX 278
JOPLIN, MO 64802-0278
PH 417-623-6211
FX 417-624-6981

HAYWOOD SCOTT
1876-1964
A. E. SPENCER, JR.
1902-1964
JOHN W. SCOTT
1906-1996
FREDERICK H. LAAS
1935-2001

www.ssdlawyers.com

August 5, 2003

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

Dear Sirs:

We refer to the proposed issue and sale of up to \$200,000,000 principal amount of shares of Common Stock, par value \$1.00, and the related Preference Stock Purchase Rights and/or shares of Preference Stock, no par value and/or one or more series of First Mortgage Bonds (the "New Bonds") and/or one or more series of Unsecured Debt Securities, in one or more series, from time to time, of The Empire District Electric Company (the "Company"), with respect to which the Company is filing a Registration Statement on Form S-3 with the Securities and Exchange Commission under the Securities Act of 1933.

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

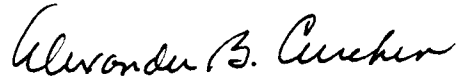
We advise you that in our opinion:

1. The Company is a corporation duly organized and validly existing under the laws of the State of Kansas.
2. When (i) the Registration Statement has become effective under the Securities Act of 1933, (ii) the Board of Directors of the Company has duly adopted appropriate resolutions, (iii) the proposed Supplemental Indenture has been duly executed and delivered, (iv) the New Bonds have been duly issued in accordance with the provisions of the Mortgage and the Supplemental Indenture relating thereto and sold by the Company for cash at a price approved by the Board of Directors, and (v) the State Corporation Commission of the State of Kansas, the Public Service Commission of the State of Missouri, the Corporation Commission of the State of Oklahoma, and the Arkansas Public Service Commission shall have issued their respective orders authorizing the issuance and sale of the New Bonds and the mortgaging of the property of the Company in such States to secure the New Bonds, the New Bonds will have been duly authorized and legally issued and will constitute binding obligations of the Company.

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

Very truly yours,

SPENCER, SCOTT, & DWYER, P.C.

A handwritten signature in black ink, reading "Alexander B. Curchin". The signature is written in a cursive style with a large, stylized 'A' and 'C'.

By Alexander B. Curchin

Exhibit 23(a)

Consent of Independent Accountants

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated February 4, 2003 relating to the financial statements and financial statement schedule, which appears in The Empire District Electric Company's Annual Report on Form 10-K for the year ended December 31, 2002. We also consent to the reference to us under the headings "Experts" in such Registration Statement.

A handwritten signature in black ink that reads "PricewaterhouseCoopers LLP". The signature is written in a cursive, flowing style.

PricewaterhouseCoopers LLP

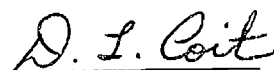
August 5, 2003
St. Louis, Missouri

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or Preference Stock and/or of one or more new series of Unsecured Debt Securities issued under the Company's Indenture dated as of September 10, 1999 and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint William L. Gipson and Gregory A. Knapp, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

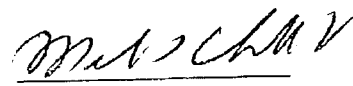
IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 25 day of July 2003.


D.L. Coit

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or Preference Stock and/or of one or more new series of Unsecured Debt Securities issued under the Company's Indenture dated as of September 10, 1999 and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint William L. Gipson and Gregory A. Knapp, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

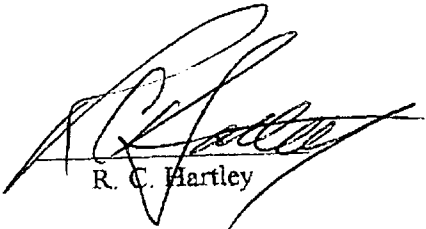
IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 28 day of JULY 2003.


M.F. Chubb, Jr.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or Preference Stock and/or of one or more new series of Unsecured Debt Securities issued under the Company's Indenture dated as of September 10, 1999 and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint William L. Gipson and Gregory A. Knapp, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 28 day of July 2003.


R. C. Hartley

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or Preference Stock and/or of one or more new series of Unsecured Debt Securities issued under the Company's Indenture dated as of September 10, 1999 and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint William L. Gipson and Gregory A. Knapp, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

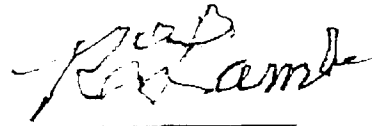
IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 28 day of July 2003.

Francis E. Jeffries
F.E. Jeffries

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or Preference Stock and/or of one or more new series of Unsecured Debt Securities issued under the Company's Indenture dated as of September 10, 1999 and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint William L. Gipson and Gregory A. Knapp, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 28 day of Jul 2003.

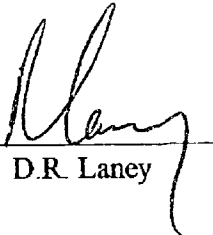


R.L. Lamb

POWER OF ATTORNEY

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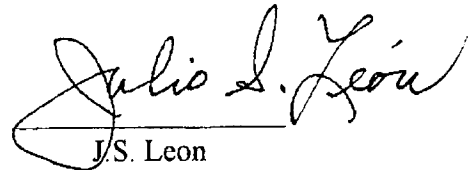
IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 29 day of July 2003.


D.R. Laney

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or Preference Stock and/or of one or more new series of Unsecured Debt Securities issued under the Company's Indenture dated as of September 10, 1999 and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint William L. Gipson and Gregory A. Knapp, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

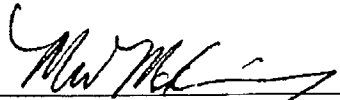
IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 29 day of July 2003.


J.S. Leon

POWER OF ATTORNEY

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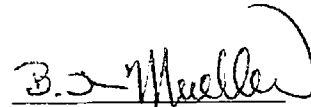
IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 28th day of July, 2003.


M.W. McKinney

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or Preference Stock and/or of one or more new series of Unsecured Debt Securities issued under the Company's Indenture dated as of September 10, 1999 and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint William L. Gipson and Gregory A. Knapp, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 29 day of July 2003.


B.T. Mueller

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, an officer and/or director of THE EMPIRE DISTRICT ELECTRIC COMPANY (the "Company"), a corporation organized and existing under the laws of the State of Kansas, which Company proposes to file with the Securities and Exchange Commission a Registration Statement and amendments thereto under the Securities Act of 1933, as amended, with respect to the issuance by the Company of shares of the Company's Common Stock and/or Preference Stock and/or of one or more new series of Unsecured Debt Securities issued under the Company's Indenture dated as of September 10, 1999 and/or of one or more new series of First Mortgage Bonds issued under the Company's Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, does hereby constitute and appoint William L. Gipson and Gregory A. Knapp, and each of them, the true and lawful attorney-in-fact of the undersigned, in the name, place and stead of the undersigned to sign the name of the undersigned to said Registration Statement and any Amendment or Post-Effective Amendment thereto, and to cause the same to be filed with the Securities and Exchange Commission, it being intended to give and hereby giving and granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform any act and thing necessary and proper to be done in the premises as fully and to all intents and purposes as the undersigned could do if personally present; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact, or any one of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 28th day of July 2003.

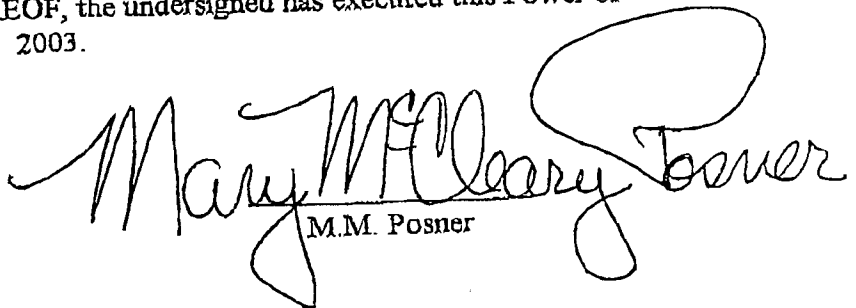

M.M. Posner

Exhibit 25(a)

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

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

☐ CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

A U.S. National Banking Association

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

41-1592157

(I.R.S. Employer Identification No.)

**Sixth Street and Marquette Avenue
Minneapolis, Minnesota**

(Address of principal executive offices)

55479
(Zip code)

Stanley S. Stroup, General Counsel

WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION

Sixth Street and Marquette Avenue

Minneapolis, Minnesota 55479

(612) 667-1234

(Agent for Service)

THE EMPIRE DISTRICT ELECTRIC COMPANY

(Exact name of obligor as specified in its charter)

Kansas

(State or other jurisdiction of incorporation or organization)

44-0236370

(I.R.S. Employer Identification No.)

**602 Joplin Street
Joplin, Missouri**

(Address of principal executive offices)

64801
(Zip code)

Unsecured Debt Securities

(Title of the indenture securities)

Item 1. *General Information.* Furnish the following information as to the trustee:

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

Comptroller of the Currency
Treasury Department
Washington, D.C.

Federal Deposit Insurance Corporation
Washington, D.C.

The Board of Governors of the Federal Reserve System
Washington, D.C.

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

The trustee is authorized to exercise corporate trust powers.

Item 2. *Affiliations with Obligor.* If the obligor is an affiliate of the trustee, describe each such affiliation.

None with respect to the trustee.

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

Item 15. *Foreign Trustee.* Not applicable.

Item 16. *List of Exhibits.* List below all exhibits filed as a part of this Statement of Eligibility. Wells Fargo Bank incorporates by reference into this Form T-1 the exhibits attached hereto.

- | | | |
|------------|----|--|
| Exhibit 1. | a. | A copy of the Articles of Association of the trustee now in effect.*** |
| Exhibit 2. | a. | A copy of the certificate of authority of the trustee to commence business issued June 28, 1872, by the Comptroller of the Currency to The Northwestern National Bank of Minneapolis.* |
| | b. | A copy of the certificate of the Comptroller of the Currency dated January 2, 1934, approving the consolidation of The Northwestern National Bank of Minneapolis and The Minnesota Loan and Trust Company of Minneapolis, with the surviving entity being titled Northwestern National Bank and Trust Company of Minneapolis.* |
| | c. | A copy of the certificate of the Acting Comptroller of the Currency dated January 12, 1943, as to change of corporate title of Northwestern National Bank and Trust Company of Minneapolis to Northwestern National Bank of Minneapolis.* |
| | d. | A copy of the letter dated May 12, 1983 from the Regional Counsel, Comptroller of the Currency, acknowledging receipt of notice of name change effective May 1, 1983 from Northwestern National Bank of Minneapolis to Norwest Bank Minneapolis, National Association.* |

- e. A copy of the letter dated January 4, 1988 from the Administrator of National Banks for the Comptroller of the Currency certifying approval of consolidation and merger effective January 1, 1988 of Norwest Bank Minneapolis, National Association with various other banks under the title of "Norwest Bank Minnesota, National Association."*
- f. A copy of the letter dated July 10, 2000 from the Administrator of National Banks for the Comptroller of the Currency certifying approval of consolidation effective July 8, 2000 of Norwest Bank Minnesota, National Association with various other banks under the title of "Wells Fargo Bank Minnesota, National Association."****

Exhibit 3.	A copy of the authorization of the trustee to exercise corporate trust powers issued January 2, 1934, by the Federal Reserve Board.*
Exhibit 4.	Copy of By-laws of the trustee as now in effect.**
Exhibit 5.	Not applicable.
Exhibit 6.	The consent of the trustee required by Section 321(b) of the Act.
Exhibit 7.	A copy of the latest report of condition of the trustee published pursuant to law or the requirements of the trustee's supervising or examining authority is attached hereto.
Exhibit 8.	Not applicable.
Exhibit 9.	Not applicable.

* Incorporated by reference to exhibit number 25 filed with registration statement number 33-66026.

*** Incorporated by reference to exhibit T3G filed with registration statement number 022-22473.

**** Incorporated by reference to exhibit number 25.1 filed with registration statement number 001-15891.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wells Fargo Bank Minnesota, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Minneapolis and State of Minnesota on the 30 day of July 2003.

WELLS FARGO BANK MINNESOTA, NATIONAL
ASSOCIATION

By: Michael T. Lechner
Michael T. Lechner
Assistant Vice President

Exhibit 6

July 30, 2003

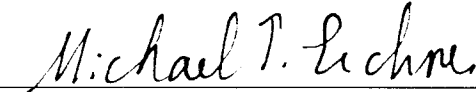
Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION

A handwritten signature in cursive script, reading "Michael T. Lechner", written over a horizontal line.

Michael T. Lechner
Assistant Vice President

Consolidated Report of Condition of

Wells Fargo Bank Minnesota, National Association
of Sixth Street and Marquette Avenue, Minneapolis, MN 55479
And Foreign and Domestic Subsidiaries,

at the close of business March 31, 2003, filed in accordance with 12 U.S.C. §161 for National Banks.

		Dollar Amounts In Millions
ASSETS		
Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin		\$ 1,808
Interest-bearing balances		62
Securities:		
Held-to-maturity securities		0
Available-for-sale securities		1,895
Federal funds sold and securities purchased under agreements to resell:		
Federal funds sold in domestic offices		4,420
Securities purchased under agreements to resell		66
Loans and lease financing receivables:		
Loans and leases held for sale		21,750
Loans and leases, net of unearned income	18,479	
LESS: Allowance for loan and lease losses	283	
Loans and leases, net of unearned income and allowance		18,196
Trading Assets		53
Premises and fixed assets (including capitalized leases)		156
Other real estate owned		6
Investments in unconsolidated subsidiaries and associated companies		0
Customers' liability to this bank on acceptances outstanding		6
Intangible assets		
Goodwill		292
Other intangible assets		7
Other assets		1,388
Total assets		<u>\$50,105</u>
LIABILITIES		
Deposits:		
In domestic offices		\$32,836
Noninterest-bearing	20,287	
Interest-bearing	12,549	
In foreign offices, Edge and Agreement subsidiaries, and IBFs		4,729
Noninterest-bearing	1	
Interest-bearing	4,728	
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased in domestic offices		2,035
Securities sold under agreements to repurchase		323

	Dollar Amounts In Millions
Trading liabilities	49
Other borrowed money	
(includes mortgage indebtedness and obligations under capitalized leases)	5,526
Bank's liability on acceptances executed and outstanding	6
Subordinated notes and debentures	0
Other liabilities	919
Total liabilities	<u>\$46,423</u>
Minority interest in consolidated subsidiaries	0
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	100
Surplus (exclude all surplus related to preferred stock)	2,134
Retained earnings	1,397
Accumulated other comprehensive income	51
Other equity capital components	0
Total equity capital	<u>3,682</u>
Total liabilities, minority interest, and equity capital	<u><u>\$50,105</u></u>

I, Karen B. Martin, Vice President of the above-named bank do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

Karen B. Martin
Vice President

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Jon R. Campbell
Marilyn A. Dahl
Gerald B. Stenson

Directors

Exhibit 25(b)

=====

FORM T-1

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

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

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) ☐

THE BANK OF NEW YORK

(Exact name of trustee as specified in its charter)

New York	13-5160382
(State of incorporation	(I.R.S. employer
if not a U.S. national bank)	identification no.)
One Wall Street, New York, N.Y.	10286
(Address of principal executive offices)	(Zip code)

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

Kansas	44-0236370
(State or other jurisdiction of	(I.R.S. employer
incorporation or organization)	identification no.)
602 Joplin Street	64801
Joplin, Missouri	(Zip code)
(Address of principal executive offices)	

First Mortgage Bonds
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

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

Name	Address
Superintendent of Banks of the State of New York	2 Rector Street, New York, N.Y. 10006, and Albany, N.Y. 12203
Federal Reserve Bank of New York	33 Liberty Plaza, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, New York 10005

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

Yes.

2. Affiliations with Obligor.

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

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

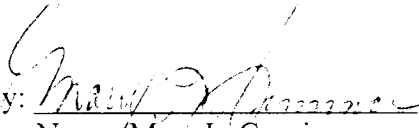
1. A copy of the Organization Certificate of The Bank of New York (formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672 and Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637.)
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 33-31019.)
6. The consent of the Trustee required by Section 321(b) of the Act. (Exhibit 6 to Form T-1 filed with Registration Statement No. 33-44051.)

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

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 28th day of July, 2003.

THE BANK OF NEW YORK

By: 
Name: Mary LaGumina
Title: Vice President

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 28th day of July, 2003.

THE BANK OF NEW YORK

By: /S/ MARY LAGUMINA
Name: MARY LAGUMINA
Title: VICE PRESIDENT

EXHIBIT 7

Consolidated Report of Condition of**THE BANK OF NEW YORK**

of One Wall Street, New York, N.Y. 10286

And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business March 31, 2003, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar Amounts In Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	\$4,389,492
Interest-bearing balances	3,288,212
Securities:	
Held-to-maturity securities	654,763
Available-for-sale securities	17,626,360
Federal funds sold in domestic offices	1,759,600
Securities purchased under agreements to resell	911,600
Loans and lease financing receivables:	
Loans and leases held for sale	724,074
Loans and leases, net of unearned income	32,368,718
LESS: Allowance for loan and lease losses	826,505
Loans and leases, net of unearned income and allowance	31,542,213
Trading Assets	7,527,662
Premises and fixed assets (including capitalized leases)	825,706
Other real estate owned	164
Investments in unconsolidated subsidiaries and associated companies	260,940
Customers' liability to this bank on acceptances outstanding	225,935
Intangible assets	
Goodwill	2,027,675
Other intangible assets	75,330
Other assets	4,843,295

Total assets	<u>\$76,683,021</u>
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LIABILITIES

Deposits:

In domestic offices.....	\$33,212,852
--------------------------	--------------

Noninterest-bearing	12,997,086
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Interest-bearing	20,215,766
------------------------	------------

In foreign offices, Edge and Agreement subsidiaries, and IBFs.....	24,210,507
---	------------

Noninterest-bearing	595,520
---------------------------	---------

Interest-bearing	23,614,987
------------------------	------------

Federal funds purchased in domestic offices	375,322
--	---------

Securities sold under agreements to repurchase.....	246,755
--	---------

Trading liabilities	2,335,466
---------------------------	-----------

Other borrowed money:

(includes mortgage indebtedness and obligations under capitalized leases).....	959,997
---	---------

Bank's liability on acceptances executed and outstanding	227,253
---	---------

Subordinated notes and debentures.....	2,090,000
--	-----------

Other liabilities	5,716,796
-------------------------	-----------

Total liabilities	<u>\$69,374,948</u>
-------------------------	---------------------

Minority interest in consolidated subsidiaries.....	540,772
--	---------

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
--	---

Common stock	1,135,284
--------------------	-----------

Surplus	1,056,295
---------------	-----------

Retained earnings	4,463,720
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Accumulated other comprehensive income.....	(112,002)
---	-----------

Other equity capital components.....	0
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Total equity capital	<u>6,767,301</u>
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Total liabilities minority interest and equity capital.....	<u>\$76,683,021</u>
--	---------------------

I, Thomas J. Mastro, Senior Vice President and Comptroller of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas J. Mastro,
Senior Vice President and Comptroller

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Thomas A. Renyi
Gerald L. Hassell
Alan R. Griffith

]

Directors

Exhibit 25(c)

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

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

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

UMB BANK & TRUST, N.A.

(Exact name of trustee as specified in its charter)

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

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

2 South Broadway, Suite 435, St. Louis, Missouri 63102
(Address of principal executive offices) (Zip Code)

Robert A. Clasquin, Assistant Vice President
2 South Broadway, Suite 435, St. Louis, Missouri 63102
(314) 612-8483
(Name, address and telephone number of agent for service)

THE EMPIRE DISTRICT ELECTRIC COMPANY

(Exact name of obligor as specified in its charter)

KANSAS
*(State or other jurisdiction of
incorporation or organization)*

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

602 Joplin Street
Joplin, Missouri 64801
(417) 625-5100
(Address of principal executive offices) (Zip Code)

FIRST MORTGAGE BONDS

___% Series due
(Title of indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

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

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

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

Trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor.

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

The obligor is not an affiliate of the trustee or of its parent, UMB Bank, N.A.

Item 3. through Item 15. Not applicable.

Item 16. List of Exhibits.

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

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

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

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

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

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

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

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

A copy of the existing amended and restated by-laws of the trustee is attached hereto as Exhibit 4 and made a part hereof.

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

Not applicable.

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

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

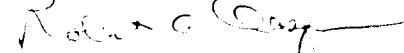
7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

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

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, UMB Bank & Trust, N.A., a national banking association existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of St. Louis and the State of Missouri, on the 1st day of August, 2003.

UMB BANK & TRUST, N.A.



By: /s/ ROBERT A. CLASQUIN

NAME: Robert A. Clasquin

TITLE: Assistant Vice President

EXHIBIT 1

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

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

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

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

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

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

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

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

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

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

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

Transfers of the Association's capital stock are subject to the prior approval of a federal depository institution regulatory agency. If no other agency approval is required, the Comptroller of the Currency's approval shall be obtained prior to the transfers. In such cases where the Comptroller of the Currency approval is required, the Comptroller of the Currency will apply the definitions and standards set forth in the Change in Bank Control Act and the Comptroller of the Currency's implementing regulation (12 U.S.C. 1817(j) and 12 C.F.R. 5.50) to ownership changes in the Association.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this 27th day of April,
1995.

/s/ MARSHALL N. CARTER

Marshall N. Carter

/s/ DAVID A. SPINA

David A. Spina

/s/ A. EDWARD ALLINSON

A. Edward Allinson

/s/ RONALD E. LOGUE

Ronald E. Logue

/s/ JOHN R. TOWERS

John R. Towers

EXHIBIT 2

[COMPTROLLER OF THE CURRENCY TREASURY DEPARTMENT LOGO]

Washington, D.C.

WHEREAS, satisfactory evidence has been presented to the Comptroller of the Currency that STATE STREET BANK AND TRUST COMPANY OF MISSOURI, NATIONAL ASSOCIATION located in KANSAS CITY State of MISSOURI has complied with all provisions of the statutes of the United States required to be complied with before being authorized to commence the business of banking as a National Banking Association;

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

IN TESTIMONY WHEREOF, witness my signature and seal of office this FIFTEENTH day of SEPTEMBER 1995.

/s/ DAVID A. BOMGAARS

District Administrator
Comptroller of the Currency

Charter No. 22874

EXHIBIT 3

[LOGO]

Comptroller of the Currency
Administrator of National Banks
Northeastern District
1114 Avenue of the Americas, Suite 3900
New York, New York 10036

TRUST PERMIT

WHEREAS, STATE STREET BANK AND TRUST COMPANY OF MISSOURI, NATIONAL
ASSOCIATION, located in KANSAS CITY, state of MISSOURI, being a National
Banking Association, organized under the statutes of the United States,
has made application for authority to act as fiduciary;

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

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

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

CHARTER NO. 22874

/s/ DAVID A. BOMGAARS

David A. Bomgaars
District Administrator

OCC SEAL

EXHIBIT 4

UMB BANK & TRUST, NATIONAL ASSOCIATION

BYLAWS

ARTICLE I

Meetings of Shareholders

Section 1.1 - Where Held. All meetings of shareholders of this association shall be held at its main banking house in Kansas City, Jackson County, Missouri, or at such other place as the board of directors may from time to time designate.

Section 1.2 - Annual Meeting. The annual meeting of shareholders shall be held at 11 o'clock in the forenoon, or at such other time as shall be stated in the notice thereof, on the third Wednesday of January in each year or, if that day be a legal holiday, on the next succeeding banking day, for the purpose of electing a board of directors and transacting such other business as may properly come before the meeting.

Section 1.3 - Special Meetings. Except as otherwise provided by law, special meetings of shareholders may be called for any purpose, at any time, by the board of directors or by any three or more shareholders owning, in the aggregate, not less than ten percent (10%) of the outstanding stock in the association.

Section 1.4 - Notice of Meetings. Written notice of the time, place, and purpose of any meeting of shareholders shall be given to each shareholder (a) by delivering a copy thereof in person to the shareholder, or (b) by depositing a copy thereof in the U.S. mails, postage prepaid, addressed to the shareholder at his address appearing on the books of the association, in either case at least ten (10) and no more than sixty (60) days prior to the date fixed for the meeting. So long as the association is a wholly-owned subsidiary, the sole shareholder may waive notice of any shareholder meeting.

Section 1.5 - Quorum. A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum for the transaction of business at any meeting of shareholders, unless otherwise provided by law. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the articles of association.

Section 1.6 - Adjournment. Any meeting of shareholders may, by majority vote of the shares represented at such meeting, in person or by proxy, though less than a quorum, be adjourned from day to day or from time to time, not exceeding, in the case of elections of directors, sixty (60) days from such adjournment, without further notice, until a quorum shall attend or the business thereof shall be completed. At any such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally called.

Section 1.7 - Nominations of Directors. Nominations for election to the board of directors may be made by the board of directors or by any stockholder of any outstanding class of capital stock of the association entitled to vote for the election of directors. Nominations, other than those made by or on behalf of the existing management of the association, shall be made in writing and shall be delivered or mailed to the president of the association and to the Comptroller of the Currency, Washington, D.C. not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors, provided, however, that if less than 21 days' notice of the meeting is given to shareholders, such nomination shall be mailed or delivered to the president of the association and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

- (1) The name and address of each proposed nominee.
- (2) The principal occupation of each proposed nominee.
- (3) The total number of shares of capital stock of the association that will be voted for each proposed nominee.
- (4) The name and residence address of the notifying shareholder.
- (5) The number of shares of capital stock of the association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and upon his/her instructions, the vote tellers may disregard all votes cast for each such nominee.

ARTICLE II

Directors

Section 2.1 - Board of Directors. The board shall manage and administer the business and affairs of the association. Except as expressly limited by law, all corporate powers of the association shall be vested in and may be exercised by said board. It may not delegate responsibility for its duties to others, but may assign the authority and responsibility for various functions to such directors, committees and officers or other employees as it shall see fit.

Section 2.2 - Number and Qualifications. The board of directors shall consist of not less than five (5) nor more than twenty-five (25) shareholders, the exact number, within such limits, to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of the shareholders at any meeting thereof. No person who has attained the age of seventy (70) shall be eligible for election to the board of directors unless such person is actively engaged in business at the time of his election, but any person not so disqualified at the time of his election as a director shall be entitled to serve until the end of his term. All directors shall hold office for one (1) year and until their successors are elected and qualified.

Section 2.3 - Advisory Directors. The board of directors may appoint advisory directors, chosen from former directors of the association or such other persons as the board shall select. The advisory directors shall meet with the board at all regular and special meetings of the board and may participate in such meetings but shall have no vote. They shall perform such other advisory functions and shall render such services as may from time to time be directed by the board.

Section 2.4 - Vacancies. In case of vacancy occurring on the board through death, resignation, disqualification, removal, disability or any other cause, such vacancy may be filled at any regular or special meeting of the board by vote of a majority of the surviving or remaining directors then in office. Any director elected to fill a vacancy shall hold office for the unexpired term of the director whose place was vacated and until the election and qualification of his successor.

Section 2.5 - Organization Meeting. Following the annual meeting of shareholders, the corporate secretary shall notify the directors elect of their election and of the time and place of the next regular meeting of the board, at which the new board will be organized and the members of the board will take the oath required by law, after which the board will appoint committees and the executive officers of the association, and transact such other business as may properly come before the meeting; provided, however, that if the organization meeting of the board shall be held immediately following the annual meeting of shareholders, no notice thereof shall be required except an announcement thereof at the meeting of shareholders.

Section 2.6 - Regular Meetings. The regular meetings of the board of directors shall be held, without notice except as provided for the organization meeting, on the ___ day of each January, April, July and October, at the main banking house in Kansas City, Jackson County, Missouri. When any regular meeting of the board falls upon a holiday, the meeting shall be held on the next banking day, unless the board shall designate some other day. A regular monthly meeting of the board may, by action of the board at its preceding meeting, be postponed to a later day in the same month.

Section 2.7 - Special Meetings. Special meetings of the board may be called by the corporate secretary on direction of the president or of the chairman of the board, or at the request of three (3) or more directors. Each member of the board shall be given notice, by telegram, letter, or in person, stating the time, place and purpose of such meeting.

Section 2.8 - Waiver of Notice of Special Meetings. If a director has actual notice of a special meeting, a written waiver of the required formal notice may take the place of the required notice.

Section 2.9 - Quorum. Except when otherwise provided by law, a majority of the directors shall constitute a quorum for the transaction of business at any meeting, but a lesser number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. If the number of directors is reduced below the number that would constitute a quorum, no business may be transacted, except selecting directors to fill vacancies as provided in Section 2.4 above.

Section 2.10 - Voting. A majority of the directors present and voting at any meeting of the board shall decide each matter considered. A director may not vote by proxy.

Section 2.11 - Compensation of Directors. The compensation to be paid the directors of the association for their services shall be determined from time to time by the board.

Section 2.12 - Participation in Meetings by Telephone Conference Call. A director or others may participate in a regular meeting, by means of a telephone conference call in which all of the parties may hear and speak to each other. Conference telephone calls may be utilized for special meetings of the directors and the telephone participants shall count for purposes of determining a quorum.

Section 2.13 - Actions by Unanimous Consent. For good cause and in the exercise of good business judgment, the directors may act by unanimous written consent between regular board meetings, including emergency situations.

ARTICLE III

Committees Appointed by the board

Section 3.1 - Standing Committees. The standing committees of this association shall be the Management Committee, and the Trust Policy Committee. The members of the standing committees shall be appointed annually by the board of directors at its organization meeting, or, on notice, at any subsequent meeting of the board, to serve until their respective successors shall have been appointed. The president and the chairman of the board shall be, ex officio, members of all standing committees. Each standing committee shall keep minutes of its meetings, showing the action taken on all matters considered. A report of all action so taken shall be made to the board, and a copy of such minutes shall be available for examination by members of the board. Provisions of the articles and bylaws governing place of meetings, notice of meeting, quorum and voting requirements of the board of directors, apply to committees and their members as well.

Section 3.2 - Management Committee. The Management Committee shall consist of such executive officers of the association as shall be designated by the board. One of the members of the committee shall be designated by the board as chairman. The committee may adopt policies (not inconsistent with policies and delegations of authority prescribed by these bylaws or by the board) with respect to the executive and

administrative functions of the association, and in general, it shall coordinate the performance of such functions in and among the various departments of the association, assisting and advising the executive officers or department heads upon matters referred to it by such officers or department heads. When the board is not in session, the committee shall have the authority to exercise all powers of the board that may be lawfully delegated and shall report its actions under this delegation of authority to the board at its next meeting. The committee shall make reports and recommendations to the board upon such policies or other matters as it deems advisable or as may be referred to it by the board, and shall have such other powers and duties as may be delegated or assigned to it by the board from time to time. The secretary of the committee may be designated by the board, or, in default thereof, by the committee, and may but need not be a member thereof.

Section 3.3 - Reserved.

Section 3.4 - Reserved.

Section 3.5 - Reserved.

Section 3.6 - Trust Policy Committee. The Trust Policy Committee shall consist of such directors and officers of the association as shall be designated by the board of directors. Such committee shall have and exercise such of the bank's fiduciary powers as may be assigned to it by the board, with power to further assign, subject to its control, the exercise of such powers to other committees, officers and employees. The action of the Trust Policy Committee shall, at all times, be subject to control by the board.

Section 3.7 - Reserved.

Section 3.8 - Reserved.

Section 3.9 - Other Committees. The board may appoint, from time to time, from its own members or from officers of the association, or both, other committees of one or more persons for such purposes and with such powers as the board may determine. However, a committee may not: (1) authorize distributions of assets or dividends (2) approve action required to be approved by shareholders (3) fill vacancies on the board of directors or any of its committees (4) amend articles of association (5) adopt, amend or repeal bylaws and (6) authorize or approve issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares.

Section 3.10 - Compensation of Committee Members. The board shall determine the compensation to be paid to each member of any committee appointed by it for services on such committee, but no such compensation shall be paid to any committee member who shall at the time be receiving a salary from the association as an officer thereof.

ARTICLE IV

Officers and Employees

Section 4.1 - Chairman of the Board. The board of directors shall appoint one of its members (who may, but need not, be president of the association) as chairman of the board. He shall preside at all meeting of the board of directors. The chairman of the board shall have general executive powers and such further powers and duties as from time to time may be conferred upon, or assigned to, him by the board of directors. He shall be, ex officio, a member of all standing committees except the Bank Examining Committee and the Trust Auditing Committee.

Section 4.2 - President. The board of directors shall appoint one of its members to be the president of this association. The president shall be the chief executive officer of the association, except as the board of directors may otherwise provide. The president shall have general executive powers and shall have and

may exercise any and all other powers and duties pertaining to bylaws, regulation, practice of these bylaws to such office. He shall also have and may exercise such further powers and duties as from time to time may be conferred upon, or assigned to, him by the board of directors. In the absence of the chairman, the president shall preside at any meeting of the board. He shall be, ex officio, a member of all standing committees except the Bank Examining Committee and the Trust Auditing Committee.

Section 4.3 - Chairman of the Management Committee. The board of directors may appoint a chairman of the Management Committee, who shall have general executive powers and shall have and may exercise such further powers and duties as from time to time may be conferred upon, or assigned to, him by the board of directors.

Section 4.4 - Vice Presidents. The board of directors may appoint one or more vice presidents (including divisional executive vice presidents, executive vice presidents, senior vice presidents and assistant vice presidents). Each vice president shall have such powers and duties as may be assigned to him by the board and may be given such descriptive or functional titles as the board may designate.

Section 4.5 - Trust Officers. The board of directors shall appoint one or more trust officers. Each trust officer shall have such powers and duties as may be assigned to him by the board of directors in accordance with the provisions of Article V. The trust officers may be given such descriptive or functional titles as the board may designate.

Section 4.6 - Corporate Secretary. The board of directors shall appoint a corporate secretary. The corporate secretary shall be responsible for the minutes book of the association, in which he shall maintain and preserve the organization papers of the association, the articles of association, the bylaws, minutes of regular and special meetings of the shareholders and of the board of directors, and reports by officers and committees of the association to the shareholders and to the board of directors. He shall attend all meetings of the shareholders and of the board of directors and shall act as the clerk of such meetings and shall prepare and sign the minutes of such meetings. He shall have custody of the corporate seal of the association and of the stock transfer books, except as given to other officers to act as transfer agent and registrar of the association's capital stock, and of such other documents and records as the board of directors shall entrust to him. The secretary shall give such notice of meetings of the shareholders and of the board of directors as is required by law, the articles of the association and the bylaws. In addition, he shall perform such other duties as may be assigned to him from time to time by the board of directors. The assistant secretaries shall render the corporate secretary such assistance as he shall require in the performance of his office. During his absence or inability to act, the assistant secretaries shall be vested with the powers and perform the duties of the corporate secretary.

Section 4.7 - Cashier. The board of directors may appoint a cashier. He shall have such powers and shall perform such duties as may be assigned to him by resolution of the board of directors.

Section 4.8 - Other Officers. The board of directors may appoint such other officers and attorneys-in-fact as from time to time may appear to the board of directors to be required or desirable to transact the business of the association. The power to appoint such additional officers may be delegated to the chairman of the board or the president, or to such other executive officer or officers as the board may designate, but the power to appoint any assistant secretary may not be so delegated. Any officer and attorney-in-fact appointed as herein provided shall exercise such powers and perform such duties as pertain to his office or as may be conferred upon or assigned to him by the board of directors or by the officer authorized to make such appointment.

Section 4.9 - Tenure of Office. The chairman of the board, president and all other officers shall hold office for the current year for which board of directors was elected, unless any of them shall resign, become disqualified or be removed, and any vacancy occurring in the office of the chairman of the board or

president shall be filled promptly by the board of directors. All other officers of the association shall serve at the pleasure of the board of directors.

Section 4.10 - Compensation of Officers. The compensation of the officers of the association shall be fixed and may be altered, from time to time, by the board of directors or, in the case of officers appointed by another officer, as authorized by Section 4.8 of this article, by the officer or officers making such appointment, subject to the supervisory control of, and in accordance with the policies established by, the board.

Section 4.11 - Combining Offices. The board of directors, in its discretion, may combine two or more offices and direct that they be filled by the same individual, except that the office of corporate secretary shall not be combined with that of the chairman of the board or of the president.

Section 4.12 - Succession. During the absence of the chairman of the board, or such other officer designated as chief executive officer, all of the duties pertaining to his office under these Bylaws and the resolutions of the board of directors shall, subject to the supervisory control of the board, devolve upon, and be performed by, the officers, successively, who are next in the order of authority as established by the board of directors from time to time, or, in the absence of an order of authority so established, in the order of chairman of the board, president and chairman of the Management Committee as may be applicable in the particular case.

Section 4.13 - Clerks and Agents. Any one of the chairman of the board, president or chairman of the Management Committee, or any officer of the association authorized by them, may appoint and dismiss all or any clerks, agents and employees and prescribe their duties and the conditions of their employment, and from time to time fix their compensation.

ARTICLE V

Administration of Trust Powers

Section 5.1 - Trust Department Organization. There shall be a Trust Department of the association which shall perform the fiduciary responsibilities of the association.

Section 5.2 - Management of Department. The board of directors shall be responsible for the management and administration of the Trust Department, but it may assign or delegate such of its powers and authority to the Trust Policy Committee and to such other committees and officers of the association as it may deem advisable.

Section 5.3 - Department Heads. The board of directors shall designate one of the Trust Officers as the chief executive of the Trust Department. His duties shall be to manage, supervise and direct all fiduciary activities, subject to such supervision as may be vested in the Trust Policy and other committees. He shall do, or cause to be done, all things necessary or proper in carrying on the fiduciary business of the association in accordance with provisions of law, applicable regulations and policies established by authority of the board. He shall act pursuant to opinions of counsel where such opinion is deemed necessary. He shall be responsible for all assets and documents held by the association in connection with fiduciary matters, in such department, except as otherwise provided in this Article V.

Section 5.4 - Trust Department Files. There shall be maintained files containing all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 5.5 - Trust Investments. Funds held in a fiduciary capacity shall be invested in accordance with the instrument establishing the fiduciary relationship and governing law. Where such instrument does not specify the character and class of investments to be made and does not vest in the association a discretion in

the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under the laws of the State of Missouri and the decisions of its courts.

ARTICLE VI

Stock and Stock Certificates

Section 6.1 - Transfers. Shares of the capital stock of the association shall be transferable only on the books of the association, and a transfer book shall be kept in which all transfers of stock shall be recorded.

Section 6.2 - Stock Certificates. Certificates of stock shall bear the signatures of (i) the chairman of the board, the president or any vice president, and (ii) the secretary, cashier, any assistant secretary, or any other officer appointed by the board of directors for that purpose; and the seal of the association shall be impressed, engraved, or printed thereon. Such signatures may be manual or engraved, printed or otherwise impressed by facsimile process; but if both of the required signatures are by facsimile then such certificates shall be manually countersigned by the person or persons thereunto authorized by the board of directors. Certificates bearing the facsimile signature of an authorized officer may be validly issued even though the person so named shall have ceased to hold such office at the time of issuance. Each certificate shall recite on its face that the stock represented thereby is transferable only upon the books of the association upon the surrender of such certificate properly endorsed.

Section 6.3 - Closing Transfer Books or Fixing Record Date. The board of directors shall have power to close the transfer books of the association for a period not exceeding thirty (30) days preceding the date of any meeting of shareholders, or the date of payment of any dividend, or the date of allotment of rights, or the date when any change or conversion of exchange of shares shall go into effect; provided, however, that in lieu of closing the said transfer books, the board of directors may fix, in advance, a date, not exceeding thirty (30) days preceding the date of any such event, as record date for the determination of the shareholders entitled to notice of, and to vote at, any such meeting (and any adjournment thereof), or entitled to receive payment of any such dividend or allotment of such rights, or to exercise rights in respect of any such change, conversion or exchange of shares, and in such case, only such shareholders as shall be shareholders of record at the close of business on the date of closing the transfer books or on the record date so fixed shall be entitled to notice of, and to vote at, such meeting (and any adjournment thereof), or to receive payment of such dividend or allotment of such rights, or to exercise such rights, as the case may be.

ARTICLE VII

Corporate Seal

Section 7.1 - Authority to Affix. The president, the corporate secretary, the cashier, and any assistant secretary or other officer designated by the board of directors, shall have authority to affix the corporate seal on any document requiring such seal, and to attest the same. The seal shall be substantially in the following form:

ARTICLE VIII

Indemnification

Section 8.1 - Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer or employee of the corporation, or is or was serving at the request of the corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise (which shall be deemed to include any employee benefit plan of the corporation or any other corporation) may be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

(which shall include any excise taxes assessed against a person with respect to an employee benefit plan) actually and reasonably incurred by him in connection with such action, suit or proceeding so long as the results of an investigation of the matter as described in Section 4 includes a finding that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation or the participants or beneficiaries of any employee benefit plan, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, provided, however, that in an action by or in the right of the corporation no indemnification shall be made in respect of any judgments, fines and amounts paid in settlement and provided further that in such an action there shall be no indemnification for any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that a court of competent jurisdiction so orders.

Section 8.2 - The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 8.3 - Any person who has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above, shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 8.4 - Except as provided in Section 3, indemnification of anyone under Section 1, unless ordered by a court, shall be made by the corporation only as authorized in each case upon a determination that it is proper because the director, officer or employee has met the applicable standard of conduct set forth. Such a determination shall be made by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, or if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by the shareholders.

Section 8.5 - Notwithstanding anything herein to the contrary, no director, officer or employee shall be indemnified against any expenses, penalties or other payments incurred in an administrative proceeding or action instituted by an appropriate bank regulatory agency which proceeding or action results in a final order assessing civil money penalties or requiring affirmative action by an individual or individuals in the form of payments to the bank.

Section 8.6 - If authorized by the board of directors, the corporation may advance the costs and expenses incurred in defending a civil or criminal action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer or employee to repay such amount if it is ultimately determined that he is not entitled to indemnification.

Section 8.7 - The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer or employee of the corporation or is or was serving at the request of the corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against any liability for which it may indemnify such people under the terms of this Article.

Section 8.8 - The indemnification provided for directors, officers or employees of the corporation shall not be deemed exclusive of any other rights to which those officers, directors or employees may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding such office, and shall continue as to any person who has ceased to be a director, officer or employee of the corporation and shall inure to the benefit of his or her heirs, executors and administrators.

Section 8.9 - To the extent that the indemnification provided for herein in any manner exceeds that permitted by applicable laws or regulations, the events covered and the amounts of indemnification provided for herein shall be reduced to the maximum permitted by such laws or regulations.

ARTICLE IX

Miscellaneous Provisions

Section 9.1 - Fiscal Year. The fiscal year of the association shall be the calendar year.

Section 9.2 - Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the association by the chairman of the board, the president, any vice president, or the cashier; and, if in connection with the exercise of fiduciary powers of the association, by any of said officers or by any authorized officer of the Trust Department. Any such instruments may also be executed, acknowledged, verified, delivered, or accepted on behalf of the association in such other manner and by such other officers as the board of directors may from time to time direct. The provisions of this Section are supplementary to any other provisions of these bylaws.

Section 9.3 - Records. The articles of association, the bylaws and the proceedings of all meetings of the shareholders, the board of directors, and standing committees of the board, shall be recorded in appropriate minute books provided for that purpose. The minutes of each meeting shall be signed by the Secretary, cashier or other officer appointed to act as secretary of the meeting.

ARTICLE X

Bylaws

Section 10.1 - Inspection. A copy of the bylaws, with all amendments thereto, shall at all times be kept in a convenient place at the main office of the association and shall be open for inspection to all shareholders during banking hours.

Section 10.2 - Amendments. The bylaws may be amended, altered or repealed by vote of a majority of the entire board of directors at any meeting of the board. No amendment may be made unless the bylaws, as amended, are consistent with the requirements of the laws of the United States and with the provisions of the articles of the association.

EXHIBIT 6

CONSENT OF THE TRUSTEE

Pursuant to the requirements of Section 321(b) of the Trust Indenture Act of 1939, as amended, in connection with the proposed issuance by **THE EMPIRE DISTRICT ELECTRIC COMPANY**, of its **FIRST MORTGAGE BONDS**, we hereby consent that reports of examination by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

UMB BANK & TRUST, N.A.



By: /s/ ROBERT A. CLASQUIN

NAME: Robert A. Clasquin

TITLE: Assistant Vice President

Dated: August 1, 2003

EXHIBIT 7

UMB Bank & Trust, N.A. Consolidated Statement of Condition As of June 30

Assets	2003	2002
Cash and Due from Bank	\$0	\$0
Total Investment Securities	0	0
Total Premises and Equipment	0	0
Accrued Income Receivable	0	0
Other Assets	6,593,000	1,000,000
Goodwill Net		
Total Assets	\$ 6,593,000	\$ 1,000,000
Liabilities		
Accrued Tax and Other	0	0
Unearned Revenue	0	0
Total Liabilities	\$ 0	\$ 0
Stockholders Equity		
Common Stock	1,000,000	1,000,000
Paid In Surplus	0	0
Retained Earnings	5,593,000	0
Total Stockholders Equity	\$ 6,593,000	\$ 1,000,000
Total Liabilities and Stockholders Equity	\$ 6,593,000	\$ 1,000,000

