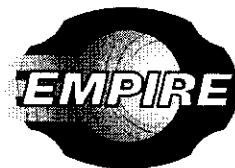


Prospectus Supplement
March 20, 2009
(To Prospectus dated August 15, 2008)

\$75,000,000



SERVICES YOU COUNT ON

The Empire District Electric Company

First Mortgage Bonds, 7.00% Series due 2024

We are offering \$75,000,000 aggregate principal amount of our First Mortgage Bonds, 7.00% Series due 2024. The bonds will mature on April 1, 2024. We will pay interest on the bonds on the first day of each month, beginning May 1, 2009.

We may redeem some or all of the bonds at any time and from time to time at our option on or after April 1, 2012, at 100% of the principal amount of the bonds, together with accrued and unpaid interest, if any, to the redemption date. In addition, we will be required to redeem the bonds at the option of the representative of any deceased beneficial owner (subject to limitations and conditions specified herein) at 100% of the principal amount of the bonds, together with accrued and unpaid interest. Bonds will be issued in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof.

The bonds will be our senior secured obligations, will rank equally with all bonds at any time outstanding under the mortgage and will be secured by a first mortgage lien on substantially all the fixed property and franchises owned by The Empire District Electric Company (but not its subsidiaries), subject to certain exceptions.

We do not intend to list the bonds on any securities exchange. Currently, there is no public market for the bonds.

Investing in the bonds involves risks. You should carefully read the entire accompanying base prospectus and this prospectus supplement, including the section entitled "Risk Factors" beginning on page S-4 of this prospectus supplement.

The underwriters have agreed to purchase the bonds from us at 97.25% of their principal amount (approximately \$72,937,500 net proceeds to the issuer before expenses), plus accrued interest, if any, from March 27, 2009, subject to the terms and conditions in the underwriting agreement. The underwriters propose to offer the bonds from time to time for sale in negotiated transactions or otherwise at varying prices to be determined by each underwriter at the time of each sale, in any case plus accrued interest, if any, from March 27, 2009.

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

We expect that delivery of the bonds will be made through the book-entry facilities of The Depository Trust Company on or about March 27, 2009.

Sole Book-Running Manager

Banc of America Securities LLC

Co-Managers

EdwardJones

Incapital LLC

You should rely only on the information contained in this prospectus supplement, the accompanying base prospectus and the documents we have incorporated by reference. We have not, and the underwriters have not, authorized anyone to provide you with different information. We are not, and the underwriters are not, making an offer of the bonds in any state where the offer or sale is not permitted. You should not assume that the information provided by this prospectus supplement or the accompanying base prospectus, as well as the information we have previously filed with the Securities and Exchange Commission (the “SEC”) that is incorporated by reference herein, is accurate as of any date other than its date. For purposes of this prospectus supplement and the accompanying base prospectus, unless the context otherwise indicates, when we refer to “us,” “we,” “our,” “ours” or “Empire,” we are describing ourselves, The Empire District Electric Company, together with our subsidiaries.

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ABOUT THIS PROSPECTUS SUPPLEMENT

This prospectus supplement is a supplement to the accompanying base prospectus that is also a part of this document. This prospectus supplement and the accompanying base prospectus are part of a registration statement that we filed with the SEC using a “shelf” registration process. Under the shelf registration process, we may sell any combination of the securities described in the accompanying base prospectus up to an aggregate amount of \$400,000,000, of which this offering is a part. In this prospectus supplement, we provide you with specific information about the terms of this offering. Both this prospectus supplement and the accompanying base prospectus include important information about us, our bonds and other information you should know before investing in our bonds. This prospectus supplement also adds, updates and changes information contained in the accompanying base prospectus. To the extent that any statement that we make in this prospectus supplement is inconsistent with the statements made in the accompanying base prospectus, the statements made in the accompanying base prospectus are deemed modified or superseded by the statements made in this prospectus supplement. You should read both this prospectus supplement and the accompanying base prospectus as well as the additional information described under the headings “Incorporation by Reference” in this prospectus supplement and “Where You Can Find More Information” in the accompanying base prospectus before investing in our bonds.

SUMMARY

This summary highlights information contained in this prospectus supplement and the accompanying base prospectus. Because it is a summary, it does not contain all the information you should consider before investing in the bonds. You should read this entire prospectus supplement and the accompanying base prospectus carefully, including the "Risk Factors" section and the information incorporated by reference, before making an investment decision.

The Empire District Electric Company

We operate our businesses as three segments: electric, gas and other. The Empire District Electric Company ("EDE"), a Kansas corporation organized in 1909, is an operating public utility engaged in the generation, purchase, transmission, distribution and sale of electricity in parts of Missouri, Kansas, Oklahoma and Arkansas. As part of our electric segment, we also provide water service to three towns in Missouri. The Empire District Gas Company ("EDG") is our wholly owned subsidiary formed to hold the Missouri Gas assets acquired from Aquila, Inc. on June 1, 2006. Our other segment consists primarily of our fiber optics business. In 2008, 86.5% of our gross operating revenues were provided from sales from our electric segment (including 0.3% from the sale of water), 12.6% from our gas segment and 0.9% from our other segment.

The territory served by our electric operations embraces an area of about 10,000 square miles, located principally in southwestern Missouri, and also includes smaller areas in southeastern Kansas, northeastern Oklahoma and northwestern Arkansas. The principal economic activities of these areas include light industry, agriculture and tourism. Of our total 2008 retail electric revenues, approximately 88.7% came from Missouri customers, 5.4% from Kansas customers, 3.0% from Oklahoma customers and 2.9% from Arkansas customers.

We supply electric service at retail to 121 incorporated communities and to various unincorporated areas and at wholesale to four municipally owned distribution systems. The largest urban area we serve is the city of Joplin, Missouri, and its immediate vicinity, with a population of approximately 157,000. We operate under franchises having original terms of twenty years or longer in virtually all of the incorporated communities. Approximately 64% of our electric operating revenues in 2008 were derived from incorporated communities with franchises having at least ten years remaining and approximately 6% were derived from incorporated communities in which our franchises have remaining terms of ten years or less. Although our franchises contain no renewal provisions, in recent years we have obtained renewals of all of our expiring electric franchises prior to the expiration dates.

Our electric operating revenues in 2008 were derived as follows: residential 40.2%, commercial 29.8%, industrial 15.1%, wholesale on-system 4.3%, wholesale off-system 6.6%, miscellaneous sources, primarily public authorities, 2.5% and other electric revenues 1.5%. Our largest single on-system wholesale customer is the city of Monett, Missouri, which in 2008 accounted for approximately 3% of electric revenues. No single retail customer accounted for more than 1% of electric revenues in 2008.

Our gas operations, which are conducted by EDG, serve customers in northwest, north central and west central Missouri. We provide natural gas distribution to 44 communities and 279 transportation customers as of December 31, 2008. Our gas operating revenues in 2008 were derived as follows: residential 60.6%, commercial 26.6%, industrial 7.7% and other 5.1%. No single retail customer accounted for more than 5% of gas revenues in 2008. The largest urban area we serve is the city of Sedalia with a population of over 20,000.

Our other segment consists primarily of a 100% interest in Empire District Industries, Inc., a non-regulated subsidiary for our fiber optics business. As of December 31, 2008, we had 84 fiber customers.

Our principal executive office is located at 602 S. Joplin Avenue, Joplin, Missouri 64801 and our telephone number there is (417) 625-5100.

The Offering

Issuer	The Empire District Electric Company.
Offered Securities	\$75,000,000 aggregate principal amount of First Mortgage Bonds, 7.00% Series due 2024.
Ranking	<p>The bonds will be our senior secured obligations, will rank equally with all bonds at any time outstanding under the mortgage and will be secured by a first mortgage lien on substantially all the fixed property and franchises owned by The Empire District Electric Company (but not its subsidiaries), subject to certain exceptions.</p> <p>The bonds will be effectively subordinated to all indebtedness of our subsidiaries. At March 13, 2009, our subsidiaries had approximately \$55.0 million of indebtedness outstanding.</p>
Maturity Date	April 1, 2024.
Use of Proceeds	The net proceeds from this offering (after the payment of offering expenses) of approximately \$72.6 million will be used to repay short-term debt which was incurred, in part, to fund our current construction program. See "Use of Proceeds."
Interest Rate	The bonds will bear interest at the rate of 7.00% per annum from March 27, 2009 to, but excluding, April 1, 2024.
Interest Payment Dates	Interest on the bonds will be payable monthly on the first day of each month beginning on May 1, 2009.
Optional Redemption	We may redeem some or all of the bonds at any time and from time to time on or after April 1, 2012 and before their maturity date, at our option, at 100% of the principal amount of the bonds, together with accrued and unpaid interest, if any, to the redemption date. See "Description of the Bonds—Optional Redemption."
Redemption Option of a Deceased Beneficial Owner's Representative . . .	We will be required to redeem the bonds at the option of the representative of any deceased beneficial owner of the bonds on a quarterly basis at 100% of the principal amount to be redeemed plus any accrued and unpaid interest thereon to the date of redemption, subject to the limitations and conditions that, during the period from the original issue date of the bonds through April 1, 2010 and during each twelve month period after April 1, 2010, the maximum principal amount we are required to redeem is \$25,000 per deceased beneficial owner and an aggregate of \$1,500,000 (2% of the aggregate principal amount of the bonds sold in this offering) for all deceased beneficial owners. We may, at our option, redeem bonds of deceased beneficial owners in excess of these \$25,000 and \$1,500,000 limitations. For a complete description, see "Description of the Bonds—Limited Right of Redemption Upon Death of Beneficial Owner."

Summary Financial Data

The following tables are a selection of certain of our financial information. This information is taken or derived from our audited consolidated financial statements contained in our Annual Report on Form 10-K for the year ended December 31, 2008 (the "2008 Annual Report"). See "Incorporation by Reference" in this prospectus supplement and "Where You Can Find More Information" in the accompanying base prospectus. We urge you to read this financial information, together with our consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in the 2008 Annual Report.

	For the Year Ended December 31,		
	2006	2007	2008
	(in thousands, except ratios)		
Income Statement Data:			
Operating revenues	\$412,171	\$490,160	\$518,163
Operating income	69,821	65,566	71,012
Income from continuing operations	40,029	33,181	39,722
Net income	39,280	33,244	39,722
Ratio of earnings to fixed charges	2.60x	2.08x	2.19x

	As of December 31, 2008			
	Actual		As adjusted(1)	
	Amount	Percentage	Amount	Percentage
	(in thousands, except percentage information)			
Balance Sheet Data:				
Cash and cash equivalents	\$ 2,754	N/A	\$ 2,754	N/A
Short-term debt	\$ 102,000	N/A	\$ 29,363	N/A
First mortgage bonds and secured debt(2)	\$ 312,953	27.4%	\$ 387,953	31.9%
Unsecured debt	248,440	21.8	248,440	20.5
Note payable to securitization trust	50,000	4.4	50,000	4.1
Obligations under capital lease	174	0.0	174	0.0
Total long-term debt	611,567	53.6	686,567	56.5
Common stockholders' equity	528,872	46.4	528,872	43.5
Total long-term debt and common stockholders' equity	\$1,140,439	100.0%	\$1,215,439	100.0%

(1) Adjusted to give effect to this offering and the application of the net proceeds from the sale of the bonds offered hereby as described under "Use of Proceeds."

(2) Includes \$55.0 million of first mortgage bonds issued by EDG, but excludes \$20.0 million of current maturities of first mortgage bonds issued by EDE.

RISK FACTORS

Investing in the bonds involves a high degree of risk. Before purchasing the bonds, you should carefully consider the following information about these risks, together with the other information incorporated by reference herein, including the information discussed under the caption “Item 1A. Risk Factors” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2008, as well as all of the other information included in this prospectus supplement and the accompanying base prospectus. Any of these risks, as well as other risks and uncertainties, could harm our financial condition, results of operations or cash flows. See also “Forward-Looking Statements” in this prospectus supplement.

Any reduction in our credit ratings could materially and adversely affect our business, financial condition and results of operations.

Currently, our corporate credit ratings and the ratings for our securities are as follows:

	<u>Fitch</u>	<u>Moody's</u>	<u>Standard & Poor's</u>
Corporate Credit Rating	n/r*	Baa2	BBB-
EDE First Mortgage Bonds	BBB+	Baa1	BBB+
EDE First Mortgage Bonds—Pollution Control Series** . .	AAA	Aaa	AAA
Senior Unsecured Notes	BBB	Baa2	BBB-
Trust Preferred Securities	BBB-	Baa3	BB
Commercial Paper	F2	P-2	A-3
Outlook	Negative	Negative	Stable

* Not rated.

** Insured by a third party insurer.

The ratings indicate the agencies' assessment of our ability to pay interest, distributions and principal on these securities. A rating is not a recommendation to purchase, sell or hold securities and each rating should be evaluated independently of any other rating. The lower the rating, the higher the interest cost of the securities when they are sold. In addition, a downgrade in our senior unsecured long-term debt rating would result in an increase in our borrowing costs under our bank credit facility. If any of our ratings fall below investment grade (investment grade is defined as Baa3 or above for Moody's and BBB- or above for Standard & Poor's and Fitch), our ability to issue short-term debt, commercial paper or other securities or to market those securities would be impaired or made more difficult or expensive. Therefore, any such downgrades could have a material adverse effect on our business, financial condition and results of operations. In addition, any actual downgrade of our commercial paper rating from Moody's or Fitch, may make it difficult for us to issue commercial paper. To the extent we are unable to issue commercial paper, we will need to meet our short-term debt needs through borrowings under our revolving credit facilities, which may result in higher costs.

We cannot assure that any of our current ratings will remain in effect for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency if, in its judgment, circumstances in the future so warrant.

Financial market disruptions may increase financing costs, limit access to the credit markets or cause reductions in investment values in our pension plan assets.

The recent general market declines resulting in part from the sub-prime mortgage issues have generally reduced access to the capital markets and reduced market returns on investments. We estimate our capital expenditures to be \$168.9 million in 2009. Although we believe it is unlikely we will have difficulty accessing the markets for the capital needed to complete these projects, our financing costs will likely be higher when compared to previous years. The market's effect on our

pension plan assets resulted in a negative return of 25.1% in 2008. This decline will likely result in increased funding requirements under the Pension Protection Act of 2006.

We are exposed to factors that can increase our fuel and purchased power expenditures, including disruption in deliveries of coal or natural gas, decreased output from our power plants, failure of performance by purchased power counterparties and market risk in our fuel procurement strategy.

Fuel and purchased power costs are our largest expenditures. Increases in the price of coal, natural gas or the cost of purchased power will result in increased electric operating expenditures.

We depend upon regular deliveries of coal as fuel for our Riverton, Asbury and Iatan plants, and as fuel for the facility which supplies us with purchased power under our contract with Westar Energy. Substantially all of this coal comes from mines in the Powder River Basin of Wyoming and is delivered to the plants by train. Production problems in these mines, railroad transportation or congestion problems, such as those that occurred in 2005 and 2006, or unavailability of trains could affect delivery cycle times required to maintain plant inventory levels, causing us to implement coal conservation and supply replacement measures to retain adequate reserve inventories at our facilities. These measures could include some or all of the following: reducing the output of our coal plants, increasing the utilization of our higher-cost gas-fired generation facilities, purchasing power from other suppliers, adding additional leased trains to our supply system and purchasing locally mined coal which can be delivered without using the railroads. Such measures could result in increased fuel and purchased power expenditures.

With the addition of the Missouri fuel adjustment mechanism effective September 1, 2008, we now have a fuel cost recovery mechanism in all of our jurisdictions, which significantly reduces our net income exposure to the impact of the risks discussed above. However, cash flow could still be impacted by these increased expenditures. We are also subject to prudence reviews which could negatively impact our net income if a regulatory commission would conclude our costs were incurred imprudently.

We have also established a risk management practice of purchasing contracts for future fuel needs to meet underlying customer needs and manage cost and pricing uncertainty. Within this activity, we may incur losses from these contracts. By using physical and financial instruments, we are exposed to credit risk and market risk. Market risk is the exposure to a change in the value of commodities caused by fluctuations in market variables, such as price. The fair value of derivative financial instruments we hold is adjusted cumulatively on a monthly basis until prescribed determination periods. At the end of each determination period, which is the last day of each calendar month in the period, any realized gain or loss for that period related to the contract will be reclassified to fuel expense and recovered or refunded to the customer through our fuel adjustment mechanisms. Credit risk is the risk that the counterparty might fail to fulfill its obligations under contractual terms.

We are subject to regulation in the jurisdictions in which we operate.

We are subject to comprehensive regulation by federal and state utility regulatory agencies, which significantly influences our operating environment and our ability to recover our costs from utility customers. The utility commissions in the states where we operate regulate many aspects of our utility operations, including the rates that we can charge customers, siting and construction of facilities, pipeline safety and compliance, customer service and our ability to recover increases in our fuel and purchased power costs.

The FERC has jurisdiction over wholesale rates for electric transmission service and electric energy sold in interstate commerce. Federal, state and local agencies also have jurisdiction over many of our other activities.

Information concerning recent filings requesting increases in rates and related matters is set forth under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Rate Matters" in our 2008 Annual Report.

We are unable to predict the impact on our operating results from the regulatory activities of any of these agencies. Despite our requests, these regulatory commissions have sole discretion to leave rates unchanged, grant increases or order decreases in the base rates we charge our utility customers. They have similar authority with respect to our recovery of increases in our fuel and purchased power costs. If our costs increase and we are unable to recover increased costs through base rates or fuel adjustment clauses, or if we are unable to fully recover our investments in new facilities, our results of operations could be materially adversely affected. Changes in regulations or the imposition of additional regulations could also have a material adverse effect on our results of operations.

Operations risks may adversely affect our business and financial results.

The operation of our electric generation, and electric and gas transmission and distribution systems involves many risks, including breakdown or failure of expensive and sophisticated equipment, processes and personnel performance; operating limitations that may be imposed by equipment conditions, environmental or other regulatory requirements; fuel supply or fuel transportation reductions or interruptions; transmission scheduling constraints; and catastrophic events such as fires, explosions, severe weather or other similar occurrences.

We have implemented training, preventive maintenance and other programs, but there is no assurance that these programs will prevent or minimize future breakdowns, outages or failures of our generation facilities. In those cases, we would need to either produce replacement power from our other facilities or purchase power from other suppliers at potentially volatile and higher cost in order to meet our sales obligations.

These and other operating events may reduce our revenues, increase costs, or both, and may materially affect our results of operations, financial position and cash flows.

We are exposed to increases in costs and reductions in revenue which we cannot control and which may adversely affect our business, financial condition and results of operations.

The primary drivers of our electric operating revenues in any period are: (1) rates we can charge our customers, (2) weather, (3) customer growth and (4) general economic conditions. Of the factors driving revenues, weather has the greatest short-term effect on the demand for electricity for our regulated business. Mild weather reduces demand and, as a result, our electric operating revenues. In addition, changes in customer demand due to downturns in the economy could reduce our revenues.

The primary drivers of our electric operating expenses in any period are: (1) fuel and purchased power expenses, (2) maintenance and repairs expense, including repairs following severe weather and plant outages, (3) taxes and (4) non-cash items such as depreciation and amortization expense. Although we generally recover maintenance and repairs expense and such costs through our rates, there can be no assurance that we will recover all, or any part of, such increased costs in future rate cases.

The primary drivers of our gas operating revenues in any period are: (1) rates we can charge our customers, (2) weather, (3) customer growth, (4) the cost of natural gas and interstate pipeline transportation charges and (5) general economic conditions. Because natural gas is heavily used for residential and commercial heating, the demand for this product depends heavily upon weather patterns throughout our natural gas service territory and a significant amount of our natural gas revenues are recognized in the first and fourth quarters related to the heating seasons. Accordingly, our natural gas operations have historically generated less revenues and income when weather conditions are warmer in the winter.

The primary driver of our gas operating expense in any period is the price of natural gas.

Significant increases in electric and gas operating expenses or reductions in electric and gas operating revenues may occur and result in a material adverse effect on our business, financial condition and results of operations.

We may be unable to recover increases in the cost of natural gas from our natural gas utility customers, or may lose customers as a result of any price increases.

In our natural gas utility business, we are permitted to recover the cost of gas directly from our customers through the use of a purchased gas adjustment provision. Our purchased gas adjustment provision is regularly reviewed by the Missouri Public Service Commission ("MPSC"). In addition to reviewing our adjustments to customer rates, the MPSC reviews our costs for prudence as well. To the extent the MPSC may determine certain costs were not incurred prudently, it could adversely affect our gas segment earnings and cash flows. In addition, increases in natural gas costs affect total prices to our customers and, therefore, the competitive position of gas relative to electricity and other forms of energy. Increases in natural gas costs may also result in lower usage by customers unable to switch to alternate fuels. Such disallowed costs or customer losses could have a material adverse effect on our business, financial condition and results of operations.

We are subject to environmental laws and the incurrence of environmental liabilities which may adversely affect our business, financial condition and results of operations.

We are subject to extensive federal, state and local regulation with regard to air and other environmental matters. Failure to comply with these laws and regulations could have a material adverse effect on our results of operations and financial position. In addition, new environmental laws and regulations, and new interpretations of existing environmental laws and regulations, have been adopted and may in the future be adopted which may substantially increase our future environmental expenditures for both new facilities and our existing facilities. Compliance with current and future air emission standards (such as those limiting emission levels of sulfur dioxide ("SO₂") and nitrogen oxide ("NO_x") and, potentially, carbon dioxide ("CO₂")) has required, and may in the future require, significant environmental expenditures. Although we generally recover such costs through our rates, there can be no assurance that we will recover all, or any part of, such increased costs in future rate cases. The incurrence of additional material environmental costs which are not recovered in our rates may result in a material adverse effect on our business, financial condition and results of operations.

The cost and schedule of construction projects may materially change.

We have entered into contracts to purchase an undivided interest in 50 megawatts of the Plum Point Energy Station's new 665-megawatt, coal-fired generating facility which is being built near Osceola, Arkansas. We have also entered into an agreement with Kansas City Power & Light Company to purchase an undivided ownership interest in the coal-fired Iatan 2 generating facility. We will own 12%, or approximately 100 megawatts, of the 850-megawatt unit.

There are risks that actual costs may exceed budget estimates, delays may occur in obtaining permits and materials, suppliers and contractors may not perform as required under their contracts, there may be inadequate availability or increased cost of qualified craft labor, the scope and timing of projects may change, and other events beyond our control may occur that may materially affect the schedule, budget and performance of these projects.

We cannot assure you that an active trading market for the bonds will develop.

We do not intend to apply for listing of the bonds on any securities exchange or automated quotation system. There can be no assurance as to the liquidity of any market that may develop for the bonds, the ability of the bondholders to sell their bonds or the price at which the bondholders will be able to sell the bonds. Future trading prices of the bonds will depend on many factors including, among other things, prevailing interest rates, our operating results and the market for similar securities.

The underwriters have informed us that they intend to make a market in the bonds. However, the underwriters are not obligated to do so, and any such market making activity may be terminated at any time without notice. If a market for the bonds does not develop, purchasers may be unable to resell the bonds for an extended period of time. Consequently, a bondholder may not be able to liquidate its investment readily.

USE OF PROCEEDS

We estimate that the net proceeds from this offering (after payment of expenses) will be approximately \$72.6 million. We intend to use these net proceeds to repay short-term debt which was incurred, in part, to fund our current construction program. As of March 19, 2009, we had \$119.3 million of short-term indebtedness outstanding, bearing interest at a weighted average rate of 2.06% per annum.

DESCRIPTION OF THE BONDS

The following information concerning the bonds supplements and should be read in conjunction with the statements under "Description of First Mortgage Bonds" in the accompanying base prospectus.

General

The bonds will be issued as a new series of our first mortgage bonds under the mortgage (as defined in the accompanying base prospectus) as supplemented by the Thirty-Fourth Supplemental Indenture to be dated as of March 27, 2009.

We may from time to time without notice to, or the consent of, the holders of the bonds create and issue further bonds, equal in rank, of the same series and having the same terms as the bonds being offered by this prospectus supplement.

The mortgage does not contain any covenants or other provisions that specifically are intended to afford holders of bonds special protection in the event of a highly leveraged transaction.

Interest and Maturity

The bonds will bear interest at the rate of 7.00% per annum, payable monthly on the first day of each month, beginning May 1, 2009. Interest will be paid to the person in whose name a bond is registered at the close of business on the fifteenth day of the month next preceding such date. The bonds will mature on April 1, 2024.

Interest on the bonds will accrue from March 27, 2009 or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. In the event that any date on which interest is payable on the bonds is not a business day, then payment of the interest payable on such date will be made on the next day that is a business day (and without any interest or other payment in respect of any such delay).

Ranking

The bonds will be our senior secured obligations, will rank equally with all bonds at any time outstanding under the mortgage and will be secured by a first mortgage lien on substantially all the fixed property and franchises owned by The Empire District Electric Company (but not its subsidiaries), subject to certain exceptions.

The bonds will be effectively subordinated to all indebtedness of our subsidiaries. At March 13, 2009, our subsidiaries had approximately \$55.0 million of indebtedness outstanding.

Sinking Fund

There is no sinking fund applicable to any outstanding series of bonds and the Thirty-Fourth Supplemental Indenture will not provide a sinking fund for the bonds.

Dividend Restriction

So long as any of the bonds are outstanding, we will not declare or pay any dividends (other than dividends payable in shares of our common stock) or make any other distribution on, or purchase (other than with the proceeds of additional common stock financing) any shares of, our common stock if the cumulative aggregate amount thereof after August 31, 1944 (excluding the first quarterly dividend of \$98,000) would exceed the sum of \$10.75 million and the earned surplus accumulated after August 31, 1944, or the date of succession in the event another corporation succeeds to our rights and liabilities by a merger or consolidation.

Optional Redemption

We may, at our option, redeem some or all of the bonds at any time and from time to time on or after April 1, 2012. If we redeem the bonds prior to their maturity, we must pay you 100% of the principal amount of the bonds to be redeemed.

When we redeem the bonds, we must also pay all interest that has accrued to the redemption date on the redeemed bonds. The redeemed bonds will stop bearing interest on the redemption date.

We will give notice to holders of bonds to be redeemed by first-class mail at least 30 days but not more than 60 days prior to the date fixed for redemption. The notice of redemption may provide that the redemption is conditioned upon the occurrence of certain events before the date fixed for redemption. If any of these events fail to occur and are not waived by us, the notice of redemption shall be of no effect, we will be under no obligation to redeem the bonds or pay you any redemption proceeds, and our failure to so redeem the bonds will not be considered a default or event of default under the mortgage. If fewer than all of the bonds are to be redeemed, the trustee will select the particular bonds, or portions thereof, for redemption from the outstanding bonds by such method as the trustee considers fair and appropriate.

On and after the redemption date, interest will cease to accrue on the bonds or any portion of the bonds called for redemption unless, in the case of an unconditional notice of redemption, we default in the payment of the redemption price and accrued interest.

Limited Right of Redemption Upon Death of Beneficial Owner

The representative of a deceased beneficial owner of bonds will have the right at any time to request redemption of all or part of such bonds. We will redeem such bonds subject to the limitations and conditions that we will not be obligated to redeem, during the period from the original issue date of the bonds through and including April 1, 2010 (known as the "initial period"), and during any twelve-month period which ends on and includes each April 1 thereafter (each such twelve-month period being known as a "subsequent period"), bonds with an aggregate principal amount in excess of \$25,000 from the representative of any deceased beneficial owner or bonds exceeding \$1,500,000 (2% of the aggregate principal amount of the bonds sold in this offering) in aggregate principal amount from the representatives of all deceased beneficial owners.

We may, at our option, redeem any deceased beneficial owner's bonds in the initial period or any subsequent period in excess of \$25,000. Any such redemption, to the extent that it exceeds the \$25,000 limitation for the representative of any deceased beneficial owner, will not reduce the \$1,500,000 limitation for the representatives of all deceased beneficial owners for the applicable period or for any succeeding subsequent period. We may, at our option, also redeem deceased beneficial owners' bonds, in the initial period or any subsequent period, in an aggregate principal amount exceeding \$1,500,000. Any such redemption, to the extent it exceeds the \$1,500,000 limitation for the representatives of all deceased beneficial owners, will not reduce the \$1,500,000 limitation for all such representatives for any subsequent period. If we elect to redeem bonds in excess of the \$25,000 limitation for the representative of any deceased beneficial owner or the \$1,500,000 limitation for the representatives of all deceased beneficial owners, bonds so redeemed will be redeemed in the order of the receipt of redemption requests (as defined below) by the trustee.

A request for redemption of bonds may be initiated by the representative of a deceased beneficial owner. For purposes of making a redemption request, the representative of a deceased beneficial owner is any person who is the personal representative of, or is otherwise authorized to represent, the estate of such deceased beneficial owner or the surviving joint tenant(s), tenant by the entirety or tenant in common or the trustee of a trust. The representative must deliver a request to the participant through whom the deceased beneficial owner owned the bonds to be redeemed, in form satisfactory to such participant, together with evidence of the death of such beneficial owner, evidence of the authority of

the representative satisfactory to such participant, such waivers, notices or certificates as may be required under applicable state or federal law and such other evidence of the right to redemption as such participant may require. For purposes of this discussion, a "participant" is generally the broker from whom the bonds are purchased by a beneficial owner. The request must specify the principal amount of the bonds to be redeemed in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. The participant will thereupon be responsible for delivering to The Depository Trust Company ("DTC") a request for redemption substantially in the form attached as *Appendix A* to this prospectus supplement (known as the "redemption request"). DTC will, on receipt of a redemption request, be responsible for forwarding the redemption request to the trustee. The trustee will be responsible for maintaining records with respect to redemption requests received by it, including date of receipt, the name of the participant filing the redemption request and the status of each redemption request with respect to the \$25,000 individual limitation and the \$1,500,000 aggregate limitation. The trustee will promptly file with us each redemption request it receives, together with the information regarding the eligibility of that redemption request with respect to the \$25,000 individual limitation and the \$1,500,000 aggregate limitation. We, DTC and the trustee may conclusively assume, without independent investigation or verification, that the statements contained in each redemption request are true and correct and will have no responsibility for reviewing any documents submitted to the participant by the representative. We, DTC and the trustee will also have no responsibility for determining whether the deceased person is in fact the beneficial owner of the bonds to be redeemed or is in fact deceased and whether the representative is duly authorized to request redemption on behalf of the applicable beneficial owner.

Subject to the \$25,000 individual limitation and the \$1,500,000 aggregate limitation, we will, after the death of any beneficial owner, redeem the bonds of such beneficial owner duly requested for redemption by his or her representative on the next quarterly redemption date (as defined below) occurring not less than 30 days following our receipt of a redemption request from the trustee. If a redemption request exceeds the \$25,000 individual limitation, or if all redemption requests exceed the \$1,500,000 aggregate limitation during the applicable period, then the (1) bonds will be redeemed in the order of receipt of redemption requests by the trustee and (2) excess redemption requests will be applied in such order to successive subsequent periods, regardless of the number of subsequent periods required to redeem the bonds to which the redemption requests relate.

We may, at our option, notify the trustee that we will redeem, on the next quarterly redemption date occurring not less than 30 days after that notice, all or any lesser amount of bonds for which redemption requests have been received but which are not then eligible for redemption by reason of the \$25,000 individual limitation or the \$1,500,000 aggregate limitation. If we so elect to redeem excess bonds, we will redeem these excess bonds in the order of receipt of redemption requests by the trustee.

The "quarterly redemption dates" will be January 1, April 1, July 1 and October 1 of each year, beginning July 1, 2009.

The price we will pay for the bonds to be redeemed pursuant to a redemption request is 100% of the principal amount of those bonds plus any accrued and unpaid interest thereon to the date of redemption; provided, however, that interest payable on bonds with respect to an interest payment date that falls on or before a redemption date will be made to the holder of such bonds on the record date related to such interest payment date.

Subject to arrangements with DTC, payment for the bonds to be redeemed will be made to DTC upon presentation of bonds to the trustee for redemption in the aggregate principal amount specified in the redemption requests submitted to the trustee by DTC which are to be fulfilled on that date. The principal amount of any bonds we acquire or redeem, other than by redemption at the option of any representative of a deceased beneficial owner, will not reduce either the \$25,000 individual limitation or the \$1,500,000 aggregate limitation for the initial period or for any subsequent period. A beneficial owner, for purposes of determining if the representative of a deceased person may make a proper

redemption request, is the person who has the right to sell, transfer or otherwise dispose of bonds and the right to receive the proceeds from that sale, as well as the interest thereon and principal thereof. In general, a determination of beneficial ownership in the bonds will be subject to the rules, regulations and procedures governing DTC and its participants.

Any bonds held in tenancy by the entirety, joint tenancy or by tenants in common will be considered to be held by a single beneficial owner and the death of a tenant by the entirety, joint tenant or tenant in common will be considered the death of the beneficial owner of such bonds. The death of a person who, during his or her lifetime, was entitled to substantially all of the rights of a beneficial owner of bonds will be considered the death of the beneficial owner of such bonds, regardless of the recordation of ownership of such bonds on the records of the participant, if such rights can be established to the satisfaction of the participant and us. These rights will be considered to exist in typical cases of nominee ownership, ownership under the Uniform Gifts to Minors Act or the Uniform Transfer to Minors Act, community property or other similar joint ownership arrangements, including individual retirement accounts or Keogh H.R.10 plans maintained solely by or for the deceased person or by or for the deceased person and any spouse, trusts and certain other arrangements where one person has substantially all of the rights of a beneficial owner during such person's lifetime.

All bonds which are the subject of pending redemption requests (including any bonds in excess of the aforesaid limitations) will be redeemed prior to the redemption of any other bonds pursuant to our optional redemption right.

The representative of the deceased beneficial owner of bonds may initiate the withdrawal of any redemption request by making a request therefor to the applicable participant and requesting the participant to request that DTC make a similar request to the trustee not less than 60 days prior to the quarterly redemption date on which the bonds are first eligible for redemption.

We may, at any time, purchase any bonds for which redemption requests have been received in lieu of redeeming those bonds.

During any time or times as the bonds are not represented by a global note and are issued in certificated form, all references herein to participants and DTC, including DTC's governing rules, regulations and procedures, will be considered deleted, all determinations which under this section the participants are required to make will be made by us (including, without limitation, determining whether the deceased person is in fact the beneficial owner of bonds to be redeemed or is in fact deceased and whether the representative is duly authorized to request redemption on behalf of the applicable beneficial owner), and all redemption requests, to be effective, must be delivered by the representative to the trustee, with a copy to us, and must be in the form of a redemption request (with appropriate changes to reflect the fact that the redemption request is being executed by a representative) and, in addition to all documents that are otherwise required to accompany a redemption request, must be accompanied by the bonds that are the subject of the request and, if applicable, a properly executed assignment or endorsement. If the record ownership of bonds is held by a nominee of the deceased beneficial owner, a certificate or letter from such nominee attesting to the deceased's ownership of a beneficial interest in the bonds must also be delivered.

Because of the limitations and conditions referred to in this section, no assurance can be given that the representative of a deceased beneficial owner of bonds will be able to effect the redemption of such bonds prior to maturity.

Book-entry system

DTC, New York, NY will act as securities depository for the bonds. The bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond

(the "Global Bond") certificate will be issued for the bonds, in the aggregate principal amount of \$75,000,000, and will be deposited with the trustee, as custodian for DTC.

We understand that DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com and www.dtc.org. That information is not incorporated in or otherwise made a part of this prospectus supplement.

Purchases of bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the bonds on DTC's records. The ownership interest of each actual purchaser of each bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the bonds, except in the event that use of the book-entry system for the bonds is discontinued.

To facilitate subsequent transfers, all bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any changes in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices, if any, will be sent to DTC. If less than all of the bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the bonds unless authorized by a Direct Participant in accordance with DTC's Money Market Instrument Procedures. Under its usual procedures, DTC would mail an Omnibus Proxy to Empire as soon as possible after the relevant record date. The Omnibus Proxy assigns Cede & Co.'s (or such other DTC nominee's) consenting or voting rights to those Direct Participants to whose accounts the bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments and any redemption proceeds on the bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC has advised us and the trustee that its practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Empire or the trustee in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the trustee or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest and any redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of us or the trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its bonds purchased or tendered, through its Participant, to tender agent, and shall effect delivery of such bonds by causing the Direct Participant to transfer the Participant's interest in the bonds, on DTC's records, to tender agent. The requirement for physical delivery of the bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered bonds to tender agent's DTC account.

DTC may discontinue providing its services as depository with respect to the bonds at any time by giving reasonable notice to us or the trustee. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered to the Beneficial Owners.

We may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

Beneficial Owners should consult with the Direct Participant or Indirect Participant from whom they purchased a book-entry interest to obtain information concerning the system maintained by such Direct or Indirect Participant to record such interests, to make payments and to forward notices of redemption and other information.

None of us, the underwriters or the trustee has any responsibility or liability for any aspects of the records or notices relating to, or payments made on account of, book-entry interest ownership, or for maintaining, supervising or reviewing any records relating to that ownership.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but neither we nor the underwriters take any responsibility for the accuracy thereof. Neither we, the mortgage trustees nor the underwriters will have any responsibility for the performance by DTC or its Participants of their respective obligations described above or under the rules and procedures governing their respective obligations.

UNDERWRITING

We are offering the bonds described in this prospectus supplement through Banc of America Securities LLC, Edward D. Jones & Co., L.P. and Incapital LLC. Banc of America Securities LLC is the representative of the underwriters. We have entered into a firm commitment underwriting agreement with the underwriters. Subject to the terms and conditions of the underwriting agreement, we have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase, the aggregate principal amount of the bonds listed next to its name in the following table:

<u>Underwriters</u>	<u>Principal Amount of Bonds</u>
Banc of America Securities LLC	\$25,000,000
Edward D. Jones & Co., L.P.	25,000,000
Incapital LLC	25,000,000
Total	<u>\$75,000,000</u>

The underwriting agreement is subject to a number of terms and conditions and provides that the underwriters must buy all of the bonds if they buy any of them. The underwriters will sell the bonds to the public when and if the underwriters buy the bonds from us.

The underwriters have agreed to purchase the bonds from us at 97.25% of their principal amount plus accrued interest, if any, from March 27, 2009. The underwriters propose to offer the bonds from time to time for sale in negotiated transactions or otherwise at varying prices to be determined separately by each underwriter at the time of each sale, in any case plus accrued interest, if any, from March 27, 2009, and may receive from purchasers of bonds commissions in amounts agreed to with such purchasers. Any underwriter may sell bonds to or through dealers, and such dealers may receive compensation in the form of discounts, commissions or concessions from the underwriters and/or from purchasers of bonds for whom they may act as agents or to whom they may sell as principal. In connection with the sale of the bonds, any discounts or commissions the underwriters and any dealers receive and any profits they realize if and when they resell the bonds may be deemed to be underwriting discounts or commissions.

We estimate that our share of the total expenses of the offering, excluding underwriting discounts, will be approximately \$300,000.

We have agreed to indemnify the underwriters against, or contribute to payments that the underwriters may be required to make in respect of, certain liabilities, including liabilities under the Securities Act of 1933, as amended.

The bonds are a new issue of securities with no established trading market. The bonds will not be listed on any securities exchange or on any automated dealer quotation system. The underwriters may make a market in the bonds after completion of the offering, but will not be obligated to do so and may discontinue any market-making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for the bonds or that an active public market for the bonds will develop. If an active public market for the bonds does not develop, the market price and liquidity of the bonds may be adversely affected.

In connection with the offering of the bonds, the representative may engage in transactions that stabilize, maintain or otherwise affect the price of the bonds. Specifically, the representative may overallocate in connection with the offering, creating a short position. In addition, the representative may bid for, and purchase, the bonds in the open market to cover short positions or to stabilize the price of the bonds. Any of these activities may stabilize or maintain the market price of the bonds above independent market levels, but no representation is made hereby of the magnitude of any effect that

the transactions described above may have on the market price of the bonds. The representative will not be required to engage in these activities, and may engage in these activities, and may end any of these activities, at any time without notice.

The representative also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representative has repurchased bonds sold by or for the account of such underwriter in stabilizing or short covering transactions.

We expect to deliver the bonds against payment thereof in New York, New York on March 27, 2009, which will be the fifth business day following the date of the pricing of the bonds. Pursuant to Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade bonds on the date of this prospectus supplement or the next succeeding business day will be required to specify alternative settlement arrangements to prevent a failed settlement. Purchasers of bonds who wish to trade bonds on the date of this prospectus supplement or the next succeeding business day should consult their own advisors.

The underwriters and certain of their affiliates have provided from time to time, and may provide in the future, investment and commercial banking and financial advisory services to us and our affiliates in the ordinary course of business, for which they have received and may continue to receive customary fees and commissions. An affiliate of Banc of America Securities LLC is the syndication agent and a lender under our unsecured revolving credit facilities. As the proceeds of this offering will be used, in part, to repay amounts outstanding under those facilities, such affiliates may receive a portion of the proceeds. Because 10% or more of the proceeds of this offering, not including underwriters compensation, may be paid to affiliates of certain of the underwriters who are members of the Financial Industry Regulatory Authority, Inc. ("FINRA"), this offering is being conducted pursuant to FINRA Rule 5110(h).

LEGAL MATTERS

Certain legal matters in connection with the bonds are being passed upon for us by Spencer, Scott & Dwyer, P.C., Joplin, Missouri; Anderson & Byrd, LLP, Ottawa, Kansas; Brydon, Swearengen & England, Professional Corporation, Jefferson City, Missouri; and Cahill Gordon & Reindel LLP, New York, New York. Certain legal matters are being passed upon for the underwriters by Dewey & LeBocuf LLP.

EXPERTS

The consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus supplement and the accompanying prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2008 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

INCORPORATION BY REFERENCE

We file annual, quarterly and special reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's web site at <http://www.sec.gov>. You may also read and copy any document we file at the SEC's public reference room at 100 F Street, NE, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room.

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

Additional information about Empire may be found over the Internet at our website at <http://www.empiredistrict.com>. The information on our website is not a part of this prospectus supplement or the accompanying base prospectus and is not incorporated by reference herein.

The SEC allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus supplement and the accompanying base prospectus, and information that we file later with the SEC will automatically update and supersede this information. In addition to the documents incorporated by reference in the section entitled "Where You Can Find More Information" in the accompanying base prospectus, we hereby incorporate by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this prospectus supplement and before the completion of the sale of all the securities covered by this prospectus supplement; provided, however, unless otherwise explicitly set forth therein, we are not incorporating any information furnished under Item 2.02 or Item 7.01 of any Current Report on Form 8-K or any other information not deemed to be "filed" with the SEC.

- Our Annual Report on Form 10-K for the year ended December 31, 2008.
- Our Current Reports on Form 8-K filed on February 10, 2009, February 26, 2009 and March 12, 2009.

You may request a copy of this filing or any of the filings incorporated by reference herein at no cost, by writing or telephoning us at the following address:

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

You should rely only on the information incorporated by reference or provided in this prospectus supplement and the accompanying base prospectus.

FORWARD-LOOKING STATEMENTS

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

- the amount, terms and timing of rate relief we seek and related matters;
- the cost and availability of purchased power and fuel, and the results of our activities (such as hedging) to reduce the volatility of such costs;
- volatility in the credit, equity and other financial markets and the resulting impact on our short term debt costs and our ability to issue debt or equity securities, or otherwise secure funds to meet our capital expenditure, dividend and liquidity needs;
- the results of prudence and similar reviews by regulators of costs we incur;
- weather, business and economic conditions and other factors which may impact sales volumes and customer growth;
- operation of our electric generation facilities and electric and gas transmission and distribution systems, including the performance of our joint owners;
- the costs and other impacts resulting from natural disasters, such as tornados and ice storms;
- the periodic revision of our construction and capital expenditure plans and cost and timing estimates;
- legislation;
- regulation, including environmental regulation (such as NO_x, SO₂ and CO₂ regulation);
- competition, including the regional SPP energy imbalance market;
- electric utility restructuring, including ongoing federal activities and potential state activities;
- the impact of electric deregulation on off-system sales;
- changes in accounting requirements;
- other circumstances affecting anticipated rates, revenues and costs;
- the timing of accretion estimates, and integration costs relating to completed and contemplated acquisitions and the performance of acquired businesses, which may lead to impairments of goodwill;
- matters such as the effect of changes in credit ratings on the availability and our cost of funds;
- the performance of our pension assets and the resulting impact on our pension funding commitments;
- interruptions or changes in our coal delivery, gas transportation or storage agreements or arrangements;

- the success of efforts to invest in and develop new opportunities;
- costs and effects of legal and administrative proceedings, settlements, investigations and claims; and
- our exposure to the credit risk of our hedging counterparties.

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

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

**APPENDIX A
FORM OF REDEMPTION REQUEST
THE EMPIRE DISTRICT ELECTRIC COMPANY
7.00% FIRST MORTGAGE BONDS DUE 2024
(THE "BONDS")
CUSIP NO. 291641 BC1**

The undersigned [Name Of Participant] (the "Participant"), does hereby certify, pursuant to the provisions of that certain Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944, as supplemented and amended (the "Indenture"), among The Empire District Electric Company (the "Company") and The Bank of New York Mellon Trust Company, N.A. (successor to Harris Trust and Savings Bank) (the "Principal Trustee") and UMB Bank & Trust, N.A. (successor to State Street Bank and Trust Company of Missouri, N.A.), as Trustees, to the Depository Trust Company (the "Depository"), the Company and the Principal Trustee that:

1. [Name of deceased Beneficial Owner] is deceased.
2. [Name of deceased Beneficial Owner] had a \$[Principal amount of bonds] beneficial ownership interest in the above referenced bonds.
3. [Name of Representative] is [deceased Beneficial Owner's personal representative/other person authorized to represent the estate of the Beneficial Owner/surviving joint tenant/surviving tenant by the entirety/trustee of a trust] of [Name of deceased Beneficial Owner] and has delivered to the undersigned a request for redemption in form satisfactory to the Participant, requesting that \$[Principal amount of bonds] principal amount of said bonds be redeemed pursuant to said Indenture. The documents accompanying such request, all of which are in proper form, are in all respects satisfactory to the Participant and [Name of Representative] is entitled to have the bonds to which this request (the "Request") relates redeemed.
4. The Participant holds the interest in the bonds with respect to which this Request is being made on behalf of [Name of deceased Beneficial Owner].
5. The Participant hereby certifies that it will indemnify and hold harmless the Depository, the Principal Trustee, and the Company (including their respective officers, directors, agents, attorneys and employees) against all damages, loss, cost, expense (including reasonable attorneys' and accountants' fees), obligations, claims or liability (collectively, the "Damages") incurred by the indemnified party or parties as a result of or in connection with the redemption of bonds to which this Request relates. The Participant will, at the request of the Company, forward to the Company a copy of the documents submitted by [Name of Representative] in support of this Request.

IN WITNESS WHEREOF, the undersigned has executed this Request as of [Date].

[Name of Participant]

By: _____

Name: [Name]

Title: [Title]

**THE EMPIRE DISTRICT ELECTRIC COMPANY (Grantor)
TO
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (Grantee)
AND
UMB BANK & TRUST, N.A.**

Trustees

Thirty-Fourth Supplemental Indenture

Dated as of March 27, 2009

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

\$75,000,000

First Mortgage Bonds, 7.00% Series due 2024

The Empire District Electric Company, 602 S. Joplin Avenue, Joplin, Missouri

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THE TRUSTEES

The Trustees accept the trusts created by this Supplemental Indenture and agree to perform the same upon terms set forth in the Original Indenture as supplemented	15
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MISCELLANEOUS PROVISIONS

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THIRTY-FOURTH SUPPLEMENTAL INDENTURE, dated as of March 27, 2009, between The Empire District Electric Company, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States of America and located in the State of California with a trust office at 2 N. LaSalle Street, Suite 1020, in the City of Chicago, Illinois, and UMB Bank & Trust, N.A., a national banking association organized and existing under the laws of the United States of America and having its principal corporate trust office in the City of St. Louis, Missouri (hereinafter sometimes called respectively the "Principal Trustee" and the "Missouri Trustee" and together the "Trustees" and each thereof a "Trustee"), as Trustees, parties of the second part.

WHEREAS the Company has heretofore executed and delivered to the Trustees its Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), to secure an issue of First Mortgage Bonds of the Company, issuable in series; and

WHEREAS the Company has heretofore executed and delivered to the Trustees thirty-three Supplemental Indentures supplemental to the Original Indenture as follows:

<u>Title</u>	<u>Dated</u>
First Supplemental Indenture	as of June 1, 1946
Second Supplemental Indenture.....	as of January 1, 1948
Third Supplemental Indenture	as of December 1, 1950
Fourth Supplemental Indenture.....	as of December 1, 1954
Fifth Supplemental Indenture.....	as of June 1, 1957
Sixth Supplemental Indenture.....	as of February 1, 1968
Seventh Supplemental Indenture.....	as of April 1, 1969
Eighth Supplemental Indenture.....	as of May 1, 1970
Ninth Supplemental Indenture	as of July 1, 1976
Tenth Supplemental Indenture	as of November 1, 1977
Eleventh Supplemental Indenture	as of August 1, 1978
Twelfth Supplemental Indenture.....	as of December 1, 1978
Thirteenth Supplemental Indenture.....	as of November 1, 1979
Fourteenth Supplemental Indenture	as of September 15, 1983
Fifteenth Supplemental Indenture	as of October 1, 1988
Sixteenth Supplemental Indenture	as of November 1, 1989
Seventeenth Supplemental Indenture.....	as of December 1, 1990
Eighteenth Supplemental Indenture	as of July 1, 1992
Nineteenth Supplemental Indenture.....	as of May 1, 1993
Twentieth Supplemental Indenture	as of June 1, 1993
Twenty-First Supplemental Indenture.....	as of October 1, 1993
Twenty-Second Supplemental Indenture	as of November 1, 1993
Twenty-Third Supplemental Indenture	as of November 1, 1993
Twenty-Fourth Supplemental Indenture	as of March 1, 1994
Twenty-Fifth Supplemental Indenture	as of November 1, 1994
Twenty-Sixth Supplemental Indenture	as of April 1, 1995
Twenty-Seventh Supplemental Indenture	as of June 1, 1995
Twenty-Eighth Supplemental Indenture	as of December 1, 1996
Twenty-Ninth Supplemental Indenture.....	as of April 1, 1998

Thirtieth Supplemental Indentureas of July 1, 1999
Thirty-First Supplemental Indenture.....as of March 26, 2007
Thirty-Second Supplemental Indentureas of March 11, 2008
Thirty-Third Supplemental Indentureas of May 16, 2008

some for the purpose of creating an additional series of bonds and of conveying additional property of the Company, and some for the purpose of modifying or amending provisions of the Original Indenture (the Original Indenture, all said Supplemental Indentures (other than the Thirtieth Supplemental Indenture, which did not become effective) and this Supplemental Indenture are herein collectively called the "Indenture"); and

WHEREAS the Company has acquired certain additional property hereinafter described or mentioned and, in compliance with its covenants in the Original Indenture, desires, by this Thirty-Fourth Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Indenture; and

WHEREAS as provided by the Original Indenture, the Board of Directors of the Company, by resolution, has authorized a new series of bonds, to mature on April 1, 2024, and to be designated as "First Mortgage Bonds, 7.00% Series due 2024," and has authorized provisions permitted by the Original Indenture in respect of the bonds of said series; and

WHEREAS the Board of Directors of the Company has authorized the Company to enter into this Thirty-Fourth Supplemental Indenture (herein sometimes referred to as "this Thirty-Fourth Supplemental Indenture" or "this Supplemental Indenture") conveying to the Trustees and subjecting to the lien of the Indenture the property hereinafter described or mentioned, creating and designating the new series of bonds, and specifying the form and provisions of the bonds of said series provided or permitted by the Original Indenture; and

WHEREAS the texts of the First Mortgage Bonds, 7.00% Series due 2024, and of the Principal Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the forms following, respectively:

[FORM OF BOND]
[FACE]
THE EMPIRE DISTRICT ELECTRIC COMPANY
FIRST MORTGAGE BOND
7.00% SERIES DUE 2024
DUE APRIL 1, 2024

No. _____ \$ _____

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, on (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof) April 1, 2024, _____ Dollars (\$ _____) at its office or agency in the City of Chicago, Illinois, and to pay interest thereon at said office or agency at the rate of 7.00% per annum from March 27, 2009, or from the most recent interest payment date to which interest has been paid or duly provided for on the bonds of this series, monthly on the first day of each month, commencing on May 1, 2009, until the Company's obligation with respect to such principal sum shall be discharged. The principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment

shall be legal tender for the payment of public and private debts. The interest so payable on the first day of any month shall, subject to certain exceptions provided in the Thirty-Fourth Supplemental Indenture referred to on the reverse hereof, be paid to the person in whose name this bond is registered at the close of business on the fifteenth day of the month next preceding such date. Notwithstanding anything in the Original Indenture or this Supplemental Indenture to the contrary, so long as the bonds of this series are in a book-entry only system, payment of principal of and interest on this bond shall be in accordance with arrangements with The Depository Trust Company, a limited-purpose trust company under New York State banking law ("DTC"), or any successor securities depository.

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

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by The Bank of New York Mellon Trust Company, N.A. or its successor, as a Trustee under the Indenture referred to on the reverse hereof.

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

Dated:

THE EMPIRE DISTRICT ELECTRIC
COMPANY

By _____
Name:
Title:

Attest:

Name:
Title:

[FORM OF BOND]

[REVERSE]

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned may afford additional security for the bonds of any particular series) by a certain indenture of mortgage and deed of trust, dated as of September 1, 1944, made by the Company to The Bank of New York Mellon Trust Company, N.A. (the "Principal Trustee") and UMB Bank & Trust, N.A., as Trustees (hereinafter collectively called the "Trustees"), and certain indentures supplemental thereto, including a Third Supplemental Indenture, a Sixth Supplemental Indenture, a Seventh Supplemental Indenture, an Eighth Supplemental Indenture, a Fourteenth Supplemental Indenture, a Twenty-Fourth Supplemental Indenture, a Thirty-Second Supplemental Indenture, a Thirty-Third Supplemental Indenture and a Thirty-Fourth Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970, September 15, 1983, March 1, 1994, March 11, 2008, May 16, 2008 and March 27, 2009 made by the Company to the Trustees (said indenture of mortgage and deed of trust and all indentures supplemental thereto being hereinafter collectively called the "Indenture"), to which Indenture reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture, including the provisions permitting the issuance of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by, and as provided in, the Indenture, the rights and obligations of the Company and of the holders of said bonds may be changed and modified, with the consent of the Company, by the holders of at least 60% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture, or in the event that one or more but less than all of the series of bonds then outstanding are affected by such change or modification, by the holders of 60% in aggregate principal amount of the outstanding bonds of such one or more series so affected. Without the consent of the holder hereof no change or modification of the rights and obligations of the Company and of the holders of the bonds shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or will otherwise modify the terms of payment of such principal or interest (other than changes in any sinking or other fund) or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of such bondholder's bonds, subject to certain exceptions, or will reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 7.00% Series due 2024, of the Company.

The Company may, at its option, redeem some or all of the bonds of this series at any time and from time to time on or after April 1, 2012. If the Company redeems the bonds of this series prior to their maturity, the Company must pay the holders thereof 100% of the principal amount of the bonds to be redeemed.

When the Company redeems the bonds, the Company must also pay all interest that has accrued to the redemption date on the redeemed bonds. The redeemed bonds shall stop bearing interest on the redemption date, even if the holders do not collect their money.

The Company shall give notice to holders of bonds of this series to be redeemed by first-class mail at least 30 days but not more than 60 days prior to the date fixed for redemption. The notice of redemption may provide that the redemption is conditioned upon the occurrence of certain events before the date fixed for redemption. If any of these events fail to occur and are not waived by the Company, the notice of redemption shall be of no effect, the Company will be under no obligation to redeem the bonds of this series or pay the holders any redemption proceeds, and the Company's failure to so redeem the bonds of this series shall not be considered a default or event of default under the Indenture. If fewer than all of the bonds of this series are to be redeemed, the Principal Trustee shall select the particular bonds of this series, or portions thereof, for redemption from the outstanding bonds of this series by such method as the Principal Trustee considers fair and appropriate.

On and after the redemption date, interest shall cease to accrue on the bonds of this series or any portion of the bonds of this series called for redemption unless, in the case of an unconditional notice of redemption, the Company defaults in the payment of the redemption price and accrued interest. On or before the redemption date, the Company shall deposit with the Principal Trustee money sufficient to pay the redemption price of and accrued interest on the bonds of this series to be redeemed on such date.

The Company shall be required to redeem the bonds of this series at the option of the representative of any deceased beneficial owner of the bonds of this series on a quarterly basis at 100% of the principal amount to be redeemed plus any accrued and unpaid interest thereon to the date of redemption, subject to the limitations and conditions that, during the period from the original issue date of the bonds of this series through April 1, 2010 and during each twelve month period after April 1, 2010, the maximum principal amount the Company is required to redeem is \$25,000 per deceased beneficial owner and an aggregate of \$1,500,000 for all deceased beneficial owners.

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

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new bond of this series, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. If this bond is transferred or exchanged between a record date, as defined in the aforementioned Thirty-Fourth Supplemental Indenture and the interest payment date in respect thereof, the new bond or bonds shall bear interest from such interest payment date unless the interest payable on such date is not duly paid or provided for on such date. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes. This bond, alone or with other bonds of this series, may in like manner be exchanged at such office or agency for one or more new bonds of this series in authorized denominations, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer or exchange the Company may require the payment of any stamp or other tax or governmental charge incident thereto.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without lim-

iting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

Whenever the beneficial ownership of this bond is determined by a book-entry at a securities depository for the bonds, the foregoing requirements of holding, delivering or transferring this bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the beneficial ownership to produce the same effect.

[FORM OF PRINCIPAL TRUSTEE'S
CERTIFICATE OF AUTHENTICATION]

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

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee,

By _____
Authorized Officer

and

WHEREAS the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 7.00% Series due 2024, when duly executed by the Company and authenticated by the Principal Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to make the Original Indenture, the aforementioned prior Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS THIRTY-FOURTH SUPPLEMENTAL INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons attached thereto, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto The Bank of New York Mellon Trust Company, N.A. and UMB Bank & Trust, N.A., as Trustees, and their respective successor or successors in the trust, and its or their assigns forever, the following property, with the same force and effect and subject to the same reservations and exceptions, as though specifically described in the granting clauses of the Original Indenture, that is to say:

Ozark South Sub #457

A Tract of land lying in the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2), Township Twenty-six (26) North, Range Twenty-one (21) West of the Fifth Principal Meridian, CHRISTIAN County, Missouri, being described as follows: Commencing at a found iron pin at the Southeast Corner of said North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$); thence North 87°51'41" West, 1807.26 feet; thence North 02°08'19" East, 20.00 feet to the Point of Beginning, said point being the Southeast Corner of the tract herein described; thence North 87°51'41" West, 500.00 feet along the apparent North Right-of-way of Old Prospect Road; thence leaving said Right-of-way, North 02°08'19" East, 550.00 feet; thence South 87°51'41" East, 500.00 feet; thence South 02°08'19" West, 550.00 feet to the Point of Beginning.

Joplin Oronogo Junction Sub #110 Expansion

All of Lot numbered 35 in Joplin-Webb City Acres S/D in the SE ¼ of the SE ¼ of Section 26, Township 28, Range 33, in the City of Joplin, Jasper County, MO, according to the recorded plat thereof, together with the E ½ of the vacated Allen Street lying West of and adjoining subject property.

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

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

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

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

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

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

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

ARTICLE I

CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS, 7.00% SERIES DUE 2024

Section 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 7.00% Series due 2024 (herein sometimes called the "Bonds of the New Series" or "Bonds"). The Bonds of the New Series shall initially be issued in an aggregate principal amount of Seventy-Five Million Dollars (\$75,000,000), excluding any Bonds of the New Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of

the New Series pursuant to the provisions of *Article 2* or of *§ 15.09* of the Original Indenture. Subject to the terms of the Indenture, the Company may issue additional Bonds of the New Series (having the same terms as the Bonds of the New Series initially issued, except for the payment of interest accruing prior to the issue date of such additional Bonds or except for the first payment of interest following the issue date of such additional Bonds). Said Bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively. Each Bond shall be dated as of the date of its authentication and all Bonds of the New Series shall mature April 1, 2024 and shall bear interest at the rate of 7.00% per annum, payable monthly on the first day of each month, commencing May 1, 2009; both principal and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

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

The Company shall not be required to make any transfer or exchange of any Bonds for a period of ten days next preceding any selection of Bonds for redemption, nor shall it be required to make transfers or exchanges of any bonds which shall have been selected for redemption in whole or in part.

Bonds of the New Series shall be registered Bonds in book-entry form or in definitive form without coupons in denominations of \$1,000 and any integral multiple of \$1,000 which may be executed by the Company and delivered to the Principal Trustee for authentication and delivery.

The Bonds of the New Series shall be registrable and interchangeable at the office or agency of the Company in the City of Chicago, Illinois, in the manner and upon the terms set forth in *§ 2.05* of the Original Indenture, upon payment of such an amount as shall be sufficient to reimburse the Company for, or to pay, any stamp or other tax or governmental charge incident thereto.

Notwithstanding the provisions of *§ 2.08* of the Original Indenture, no service or other charge shall be made for any exchange or transfer of any Bond of the New Series.

If the Bonds of the New Series are to be issued in book-entry form only, notwithstanding any provision of the Indenture to the contrary, unless the Company shall otherwise direct (which direction shall promptly be given at the written request of The Depository Trust Company ("DTC")), all Bonds of the New Series shall be registered in the name of Cede & Co., as nominee of DTC, as registered owner of the Bonds of the New Series, and held in the custody of DTC. Unless otherwise requested by DTC, a single certificate shall be issued and delivered to DTC. Beneficial owners of Bonds of the New Series shall not receive physical delivery of Bond certificates except as hereinafter provided. For so long as DTC shall continue to serve as securities depository for the Bonds of the New Series as provided herein, all transfers of beneficial ownership interests shall be made by book-entry only, and no investor or other

party purchasing, selling or otherwise transferring beneficial ownership of Bonds of the New Series is to receive, hold or deliver any Bond certificate.

With respect to Bonds of the New Series registered in the name of Cede & Co., as nominee of DTC, the Trustees and the Company shall have no responsibility or obligation to the securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants ("DTC Participants") or to any person on whose behalf a DTC Participant holds an interest in the Bonds of the New Series. Without limiting the immediately preceding sentence, the Trustees and the Company shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds of the New Series, (ii) the delivery to any DTC Participant or any other person, other than the registered owner of the Bonds of the New Series, of any notice with respect to the Bonds of the New Series, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than the registered owner of the Bonds of the New Series, of any amount with respect to principal of or premium, if any, or interest on the Bonds of the New Series.

If the Bonds of the New Series are to be issued in book-entry form only, replacement Bonds may be issued directly to beneficial owners of Bonds of the New Series, but only in the event that (i) DTC determines not to continue to act as securities depository for the Bonds of the New Series (which determination shall become effective by the giving of reasonable notice to the Company or the Principal Trustee); or (ii) the Company has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Bonds of the New Series) to terminate the services of DTC as securities depository for the Bonds of the New Series; or (iii) the Company has determined (which determination is conclusive as to DTC and the beneficial owners of the Bonds of the New Series) that the interests of the beneficial owners of the Bonds of the New Series might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of the event set forth in (i) above, the Company shall use its best efforts to attempt to locate another qualified securities depository. If the Company fails to locate another qualified securities depository to replace DTC, the Company shall direct the Principal Trustee to cause to be authenticated and delivered replacement Bonds of the New Series, in certificated form, to the beneficial owners of the Bonds of the New Series. In the event that the Company makes the determination described in (ii) or (iii) above (provided that the Company undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the Company to make any such determination), and has made provisions to notify the beneficial owners of Bonds of the New Series of such determination by mailing an appropriate notice to DTC, the Company shall cause to be issued replacement Bonds of the New Series in certificated form to beneficial owners of the Bonds of the New Series as shown on the records of DTC provided to the Principal Trustee and the Company.

Whenever, during the term of the Bonds of the New Series, the beneficial ownership thereof is determined by a book-entry, the requirements in the Original Indenture or this Supplemental Indenture relating to holding, delivering or transferring Bonds or selection of Bonds to be redeemed shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC as to registering or transferring the beneficial ownership to produce the same effect.

If the Bonds of the New Series are to be issued in book-entry form only, notwithstanding any provision of the Original Indenture or this Supplemental Indenture to the contrary, all Bonds of the New Series issued hereunder, if DTC so requires, shall bear a legend substantially to the following effect:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited-purpose trust company under New York State banking law ("DTC"), to the Company or its agent for registration of transfer, exchange, or pay-

ment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

If the Bonds of the New Series are to be issued in book-entry form only, the Company and the Principal Trustee shall, to the extent the Company does not have a blanket letter of representation in place, enter into a letter of representations with DTC to implement the book-entry only system of Bond registration described above.

If at any time DTC ceases to hold the Bonds of the New Series, all references herein to DTC shall be of no further force or effect, unless the Bonds have been transferred to a successor securities depository, in which case all references herein to DTC shall be deemed to refer to such successor depository.

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

ARTICLE II

OPTIONAL REDEMPTION OF BONDS OF THE NEW SERIES

Section 1. The Bonds of the New Series, in the manner provided in *Article 5* of the Original Indenture, shall be redeemable at any time and from time to time on or after April 1, 2012 and prior to maturity, in whole or in part, at the option of the Company, at 100% of the principal amount of the bonds to be redeemed, together with accrued and unpaid interest, if any, to the date fixed for redemption.

Section 2. The provisions of § 5.03, § 5.04 and § 5.05 of the Original Indenture (as modified by the provisions specified in the form of Bond set forth in this Supplemental Indenture) shall be applicable to Bonds of the New Series. The principal amount of Bonds of the New Series registered in the name of any holder and to be redeemed on any partial redemption shall be \$1,000, or a multiple thereof.

Section 3. The holder of each and every Bond of the New Series issued hereunder hereby, and by accepting the Bond, agrees to accept payment thereof prior to maturity on the terms and conditions provided for in this Article II.

ARTICLE III

NO SINKING AND IMPROVEMENT FUND FOR BONDS OF THE NEW SERIES

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

ARTICLE IV

MANDATORY REDEMPTION OF BONDS OF DECEASED BENEFICIAL OWNERS

The representative of a deceased beneficial owner of the Bonds of the New Series shall have the right at any time to request redemption of all or part of such Bonds. The Company shall redeem such Bonds of the New Series subject to the limitations and conditions that the Company shall not be obligated to redeem, during the period from the original issue date of the Bonds of the New Series through and including April 1, 2010 (known as the "initial period"), and during any twelve-month period which ends on and includes each April 1 thereafter (each such twelve-month period being known as a "subsequent period"), Bonds of the New Series with an aggregate principal amount in excess of \$25,000 from the representative of any deceased beneficial owner or Bonds of the New Series exceeding \$1,500,000 in aggregate principal amount from the representatives of all deceased beneficial owners.

The Company may, at its option, redeem any deceased beneficial owner's Bonds of the New Series in the initial period or any subsequent period in excess of \$25,000. Any such redemption, to the extent that it exceeds the \$25,000 limitation for the representative of any deceased beneficial owner, shall not reduce the \$1,500,000 limitation for the representatives of all deceased beneficial owners for the applicable period or for any succeeding subsequent period. The Company may, at its option, also redeem deceased beneficial owners' Bonds of the New Series, in the initial period or any subsequent period, in an aggregate principal amount exceeding \$1,500,000. Any such redemption, to the extent it exceeds the \$1,500,000 limitation for the representatives of all deceased beneficial owners, shall not reduce the \$1,500,000 limitation for all such representatives for the applicable period or any subsequent period. If the Company elects to redeem the Bonds of the New Series in excess of the \$25,000 limitation for the representative of any deceased beneficial owner or the \$1,500,000 limitation for the representatives of all deceased beneficial owners, the Bonds of the New Series so redeemed shall be redeemed in the order of the receipt of redemption requests (as defined below) by the Principal Trustee.

A request for redemption of Bonds of the New Series may be initiated by the representative of a deceased beneficial owner. For purposes of making a redemption request, the representative of a deceased beneficial owner is any person who is the personal representative of, or is otherwise authorized to represent, the estate of such deceased beneficial owner or the surviving joint tenant(s), tenant by the entirety or tenant in common or the trustee of a trust. The representative must deliver a request to the participant through whom the deceased beneficial owner owned the Bonds of the New Series to be redeemed, in form satisfactory to such participant, together with evidence of the death of such beneficial owner, evidence of the authority of the representative satisfactory to such participant, such waivers, notices or certificates as may be required under applicable state or federal law and such other evidence of the right to redemption as such participant may require. For purposes of this discussion, a "participant" is generally the broker from whom the bonds are purchased by a beneficial owner. The request must specify the principal amount of the Bonds of the New Series to be redeemed in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. The participant will thereupon be responsible for delivering to DTC a request for redemption substantially in the form attached as *Appendix A* to this Supplemental Indenture (known as the "redemption request"). DTC will, on receipt of a redemption request, be responsible for forwarding the redemption request to the Principal Trustee. The Principal Trustee shall maintain records with respect to redemption requests received by it, including date of receipt, the name of the participant filing the redemption request and the status of each redemption request with respect to the \$25,000 individual limitation and the \$1,500,000 aggregate limitation. The Principal Trustee shall promptly file with the Company each redemption request it receives, together with the information regarding the eligibility of that redemption request with respect to the \$25,000 individual limitation and the \$1,500,000 aggregate limitation. The Company, DTC and the Principal Trustee may conclusively assume, without independent investigation or verification, that the statements contained in each redemption

request are true and correct and shall have no responsibility for reviewing any documents submitted to the participant by the representative. The Company, DTC and the Principal Trustee shall also have no responsibility for determining whether the deceased person is in fact the beneficial owner of the Bonds of the New Series to be redeemed or is in fact deceased and whether the representative is duly authorized to request redemption on behalf of the applicable beneficial owner.

Subject to the \$25,000 individual limitation and the \$1,500,000 aggregate limitation, the Company shall, after the death of any beneficial owner, redeem the Bonds of the New Series of such beneficial owner duly requested for redemption by his or her representative on the next quarterly redemption date (as defined below) occurring not less than 30 days following its receipt of a redemption request from the Principal Trustee. If a redemption request exceeds the \$25,000 individual limitation, or if all redemption requests exceed the \$1,500,000 aggregate limitation during the applicable period, then (1) Bonds of the New Series shall be redeemed in the order of receipt of redemption requests by the Principal Trustee and (2) the excess redemption requests shall be applied in such order to successive subsequent periods, regardless of the number of subsequent periods required to redeem the Bonds of the New Series to which the redemption requests relate.

The Company may, at its option, notify the Principal Trustee that the Company will redeem, on the next quarterly redemption date occurring not less than 30 days after that notice, all or any lesser amount of bonds for which redemption requests have been received but which are not then eligible for redemption by reason of the \$25,000 individual limitation or the \$1,500,000 aggregate limitation. If the Company so elects to redeem excess Bonds of the New Series, the Company shall redeem these excess bonds in the order of receipt of redemption requests by the Principal Trustee.

The provisions of Section 5.03 of the Original Indenture relating to the selection of bonds to be redeemed in the case of a partial redemption of bonds of any series shall not apply to the redemption of Bonds of the New Series pursuant to this Article IV.

The "quarterly redemption dates" shall be January 1, April 1, July 1 and October 1 of each year, beginning July 1, 2009.

The price the Company shall pay for the Bonds of the New Series to be redeemed pursuant to a redemption request is 100% of the principal amount of those Bonds of the New Series plus any accrued and unpaid interest thereon to the date of redemption; provided, however, that interest payable on Bonds of the New Series with respect to an interest payment date that falls on or before a redemption date shall be made to the holder of such Bonds of the New Series on the record date related to such interest payment date.

Subject to arrangements with DTC, payment for the Bonds of the New Series to be redeemed shall be made to DTC upon presentation of Bonds of the New Series to the Principal Trustee for redemption in the aggregate principal amount specified in the redemption requests submitted to the Principal Trustee by DTC which are to be fulfilled on that date. The principal amount of any Bonds of the New Series the Company acquire or redeem, other than by redemption at the option of any representative of a deceased beneficial owner, shall not reduce the \$25,000 individual limitation or the \$1,500,000 aggregate limitation for the initial period or for any subsequent period. A beneficial owner, for purposes of determining if the representative of a deceased person may make a proper redemption request, is the person who has the right to sell, transfer or otherwise dispose of Bonds of the New Series and the right to receive the proceeds from that sale, as well as the interest thereon and principal thereof. In general, a determination of beneficial ownership in the Bonds of the New Series shall be subject to the rules, regulations and procedures governing DTC and its participants.

Any Bonds of the New Series held in tenancy by the entirety, joint tenancy or by tenants in common shall be considered to be held by a single beneficial owner and the death of a tenant by the entirety, joint tenant or tenant in common shall be considered the death of the beneficial owner of such Bonds of the New Series. The death of a person who, during his lifetime, was entitled to substantially all of the rights of a beneficial owner of Bonds of the New Series shall be considered the death of the beneficial owner of such Bonds of the New Series, regardless of the recordation of ownership of such Bonds of the New Series on the records of the participant, if such rights can be established to the satisfaction of the participant and the Company. These rights shall be considered to exist in typical cases of nominee ownership, ownership under the Uniform Gifts to Minors Act or the Uniform Transfer to Minors Act, community property or other similar joint ownership arrangements, including individual retirement accounts or Keogh H.R.10 plans maintained solely by or for the deceased person or by or for the deceased person and any spouse, trusts and certain other arrangements where one person has substantially all of the rights of a beneficial owner during such person's lifetime.

All Bonds of the New Series which are the subject of pending redemption requests (including any bonds in excess of the aforesaid limitations) shall be redeemed prior to the redemption of any other Bonds of the New Series pursuant to the Company's optional redemption right under Article II hereof.

The representative of the deceased beneficial owner of Bonds of the New Series may initiate the withdrawal of any redemption request by making a request therefor to the applicable participant and requesting the participant to request that DTC make a similar request to the Principal Trustee not less than 60 days prior to the quarterly redemption date on which the Bonds of the New Series are first eligible for redemption.

The Company may, at any time, purchase any Bonds of the New Series for which redemption requests have been received in lieu of redeeming those Bonds of the New Series.

During any time or times as the Bonds of the New Series are not represented by a global note and are issued in certificated form, all references herein to participants and DTC, including DTC's governing rules, regulations and procedures, shall be considered deleted, all determinations which under this section the participants are required to make shall be made by the Company (including, without limitation, determining whether the deceased person is in fact the beneficial owner of Bonds of the New Series to be redeemed or is in fact deceased and whether the representative is duly authorized to request redemption on behalf of the applicable beneficial owner), and all redemption requests, to be effective, must be delivered by the representative to the Principal Trustee, with a copy to the Company, and must be in the form of a redemption request (with appropriate changes to reflect the fact that the redemption request is being executed by a representative) and, in addition to all documents that are otherwise required to accompany a redemption request, must be accompanied by the Bonds of the New Series that are the subject of the request and, if applicable, a properly executed assignment or endorsement. If the record ownership of Bonds of the New Series is held by a nominee of the deceased beneficial owner, a certificate or letter from such nominee attesting to the deceased's ownership of a beneficial interest in the Bonds of the New Series must also be delivered.

ARTICLE V

DIVIDENDS AND SIMILAR DISTRIBUTIONS

The Company hereby covenants that, so long as any of the Bonds of the New Series shall remain outstanding, the covenants and agreements of the Company set forth in *Section 4.11* of the Original Indenture as heretofore supplemented shall be and remain in full force and effect and be duly ob-

served and complied with by the Company, notwithstanding that no First Mortgage Bonds, 3½% Series due 1969, remain outstanding.

ARTICLE VI

THE TRUSTEES

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

ARTICLE VII

MISCELLANEOUS PROVISIONS

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

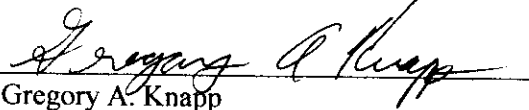
Section 2. The Original Indenture as heretofore and hereby supplemented and amended is in all respects ratified and confirmed; and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same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

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

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

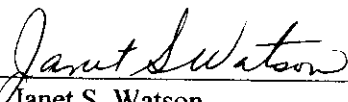
IN WITNESS WHEREOF, The Empire District Electric Company, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and The Bank of New York Mellon Trust Company, N.A. and UMB Bank & Trust, N.A., parties of the second part, in evidence of each of its acceptance of the trust hereby created, have each caused its corporate name to be hereunto affixed, and this instrument to be signed by its President, a Vice President or an Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf, all as of the day and year first above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY


By 
Name: Gregory A. Knapp
Title: Vice President - Finance and
Chief Financial Officer

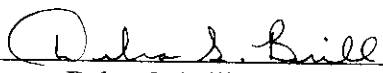
[Corporate Seal]

Attest:


Name: Janet S. Watson
Title: Secretary-Treasurer

Signed, sealed and delivered by
THE EMPIRE DISTRICT ELECTRIC COMPANY
in the presence of:


Name: Robert W. Sager


Name: Debra S. Brill

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

Be It Remembered, and I do hereby certify, that on this 27th day of March, 2009, before me, a Notary Public in and for the County and State aforesaid, personally appeared Gregory A. Knapp, the Vice President - Finance and Chief Financial Officer of The Empire District Electric Company, a Kansas corporation, and Janet S. Watson, the Secretary-Treasurer of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President - Finance and Chief Financial Officer and Secretary-Treasurer, respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its Vice President - Finance and Chief Financial Officer and Secretary-Treasurer, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

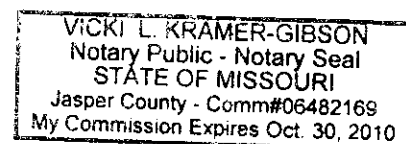
And the said Gregory A. Knapp and Janet S. Watson, being each duly sworn by me, severally deposed and said: that they reside in City of Joplin, Missouri; that they were at that time Vice President - Finance and Chief Financial Officer and Secretary-Treasurer, of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary-Treasurer, and the said instrument was signed by said Vice President - Finance and Chief Financial Officer, in pursuance of the power and authority granted them by the By-Laws of said corporation, and by authority of the Board of Directors thereof.

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

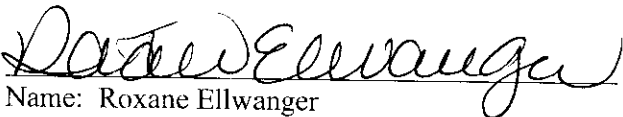
My commission expires October 30, 2010

[Notarial Seal]

Vicki L. Kramer-Gibson
Notary Public




THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

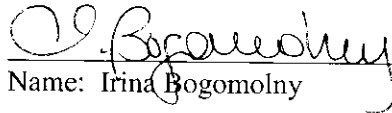
By 
Name: Roxane Ellwanger
Title: Assistant Vice President

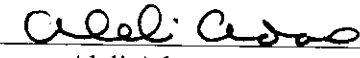
[Corporate Seal]

Attest:


Name: Richard Tarnas
Title: Vice President

Signed, sealed and delivered by
THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
in the presence of:


Name: Irina Bogomolny


Name: Aleli Adao

County of Cook)

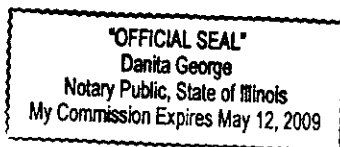
Be It Remembered, and I do hereby certify, that on the 27th day of March, 2009, before me, a Notary Public in and for the County and State aforesaid, personally appeared Roxane Ellwanger, Assistant Vice President of The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States of America, and Richard Tarnas, Vice President of said association, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Vice President, respectively, and as the persons who subscribed the name and affixed the seal of said The Bank of New York Mellon Trust Company, N.A., one of the makers thereof, to the foregoing instrument as its Assistant Vice President and Vice President, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said association.

And the said Roxane Ellwanger and Richard Tarnas, being each duly sworn by me, severally deposed and said: that they reside in Chicago, Illinois and Chicago, Illinois, respectively; that they were at that time respectively Assistant Vice President and Vice President, of said association; that they knew the corporate seal of said association, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Vice President, and the said instrument was signed by said Assistant Vice President, in pursuance of the power and authority granted them by the By-Laws of said association, and by authority of the Board of Directors thereof.

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

My commission expires _____

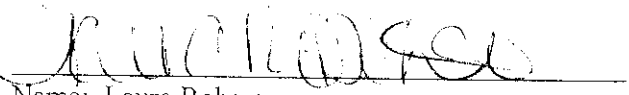
[Notarial Seal]



Santa George
Notary Public

UMB BANK & TRUST, N.A.,
as Trustee

By

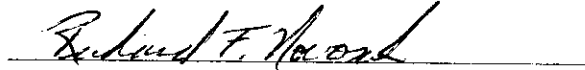


Name: Laura Roberson

Title: Vice President

[Corporate Seal]

Attest:



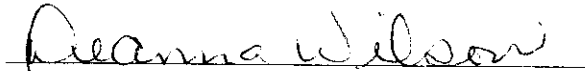
Name: Richard F. Novosak

Title: Assistant Vice President

Signed, sealed and delivered by
UMB BANK & TRUST, N.A.
in the presence of:



Name: Sandra L. Battas, VP



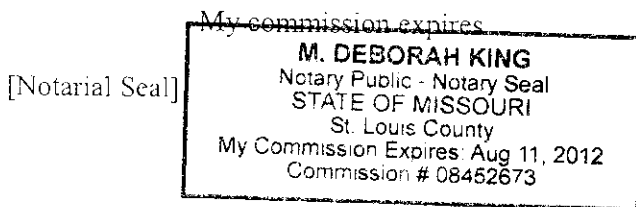
Name: Deanna Wilson, AVP

State of Missouri)
) ss.:
City of St. Louis)

Be It Remembered, and I do hereby certify, that on this 17th day of March, 2009, before me, a Notary Public in and for the County and State aforesaid, personally appeared Laura Roberson, Vice President of UMB Bank & Trust, N.A., a national banking association organized under the laws of the United States of America, and Richard F. Novosak, Assistant Vice President of said association, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Vice President, respectively, and as the persons who subscribed the name and affixed the seal of said UMB Bank & Trust, N.A. one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Vice President, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said association.

And the said Laura Roberson and Richard F. Novosak, being each duly sworn by me, severally deposed and said: that they reside in St. Louis, Missouri, that they were at that time respectively Vice President and Assistant Vice President of said association; that they knew the corporate seal of said association, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Vice President, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the By-Laws of said association, and by authority of the Board of Directors thereof.

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




Notary Public

APPENDIX A

**FORM OF REDEMPTION REQUEST
THE EMPIRE DISTRICT ELECTRIC COMPANY
7.00% FIRST MORTGAGE BONDS DUE 2024
(THE "BONDS")
CUSIP NO. 291641 BC1**

The undersigned [Name Of Participant] (the "Participant"), does hereby certify, pursuant to the provisions of that certain Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944, as supplemented and amended (the "Indenture"), among The Empire District Electric Company (the "Company") and The Bank of New York Mellon Trust Company, N.A. (successor to Harris Trust and Savings Bank) (the "Principal Trustee") and UMB Bank & Trust, N.A. (successor to State Street Bank and Trust Company of Missouri, N.A.), as Trustees, to the Depository Trust Company (the "Depository"), the Company and the Principal Trustee that:

1. [Name of deceased Beneficial Owner] is deceased.
2. [Name of deceased Beneficial Owner] had a \$[Principal amount of bonds] beneficial ownership interest in the above referenced bonds.
3. [Name of Representative] is [deceased Beneficial Owner's personal representative/other person authorized to represent the estate of the Beneficial Owner/surviving joint tenant/surviving tenant by the entirety/trustee of a trust] of [Name of deceased Beneficial Owner] and has delivered to the undersigned a request for redemption in form satisfactory to the Participant, requesting that \$[Principal amount of bonds] principal amount of said bonds be redeemed pursuant to said Indenture. The documents accompanying such request, all of which are in proper form, are in all respects satisfactory to the Participant and [Name of Representative] is entitled to have the bonds to which this request (the "Request") relates redeemed.
4. The Participant holds the interest in the bonds with respect to which this Request is being made on behalf of [Name of deceased Beneficial Owner].
5. The Participant hereby certifies that it will indemnify and hold harmless the Depository, the Principal Trustee, and the Company (including their respective officers, directors, agents, attorneys and employees) against all damages, loss, cost, expense (including reasonable attorneys' and accountants' fees), obligations, claims or liability (collectively, the "Damages") incurred by the indemnified party or parties as a result of or in connection with the redemption of bonds to which this Request relates. The Participant will, at the request of the Company, forward to the Company a copy of the documents submitted by [Name of Representative] in support of this Request.

IN WITNESS WHEREOF, the undersigned has executed this Request as of [Date].

[Name of Participant]

By: _____
Name: [Name]
Title: [Title]