
THE EMPIRE DISTRICT ELECTRIC COMPANY

\$60,000,000 First Mortgage Bonds, 4.27% Series due 2044

BOND PURCHASE AGREEMENT

Dated October 15, 2014

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THE EMPIRE DISTRICT ELECTRIC COMPANY
602 S. Joplin Avenue
Joplin, Missouri 64801

\$60,000,000 First Mortgage Bonds, 4.27% Series due 2044

Dated as of October 15, 2014

TO EACH OF THE PURCHASERS LISTED IN
SCHEDULE A HERETO:

Ladies and Gentlemen:

THE EMPIRE DISTRICT ELECTRIC COMPANY, a Kansas corporation (the “**Company**”), agrees with each of the Purchasers as follows:

SECTION 1. AUTHORIZATION OF BONDS.

The Company will authorize the issue and sale of \$60,000,000 aggregate principal amount of its First Mortgage Bonds, 4.27% Series due 2044 (the “**Bonds**”) to be issued under and secured by that certain Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944 (the “**Original Mortgage**”), between the Company, The Bank of New York Mellon Trust Company, N.A. (the “**Principal Trustee**”) and UMB Bank & Trust, N.A (with the Principal Trustee, the “**Trustees**,” and individually, a “**Trustee**”), as to be amended and supplemented by the Fortieth Supplemental Indenture, dated as of the Closing (the “**Supplemental Indenture**”), and entitled to the benefits thereof. The Original Mortgage, as heretofore supplemented and amended including, without limitation, by the Supplemental Indenture, and as may be supplemented and amended in the future, is hereinafter referred to as the “**Mortgage**.” The Supplemental Indenture, including the form of the Bonds, shall be in the form set out in Exhibit 1.

The Mortgage creates and will create a first mortgage Lien on and a first security interest in the property of the Company described therein as being subjected to the Lien thereof, subject to permitted encumbrances, prepaid liens and Prior liens (each as defined in the Mortgage), and except (i) excepted property (as defined in the Mortgage) and (ii) such property as may have been released from the Lien thereof in accordance with the terms thereof (such property which at such time is subject to the Lien of the Mortgage being hereinafter referred to as the “**Mortgaged Property**”).

Certain capitalized and other terms used in this Agreement are defined in Schedule B; and references to a "Schedule" or an "Exhibit" are to a Schedule or an Exhibit attached to this Agreement unless otherwise specified. References to a "Section" are references to a Section of this Agreement unless otherwise specified.

SECTION 2. SALE AND PURCHASE OF BONDS.

Subject to the terms and conditions of this Agreement, the Company will issue and sell to each Purchaser and each Purchaser will purchase from the Company at the Closing provided for in Section 3, Bonds in the principal amount specified opposite such Purchaser's name in Schedule A at the purchase price of 100% of the principal amount thereof. The Purchasers' obligations hereunder are several and not joint obligations and no Purchaser shall have any liability to any Person for the performance or non-performance of any obligation by any other Purchaser hereunder.

SECTION 3. CLOSING.

The sale and purchase of the Bonds to be purchased by each Purchaser shall occur at the offices of Winston & Strawn LLP, 200 Park Avenue, New York, New York 10166, at 10:00 a.m., New York, New York time, at a closing (the "**Closing**") on December 1, 2014. At the Closing, the Company will deliver to each Purchaser the Bonds to be purchased by such Purchaser in the form of a single Bond (or such greater number of Bonds in denominations of at least \$100,000 and integral multiples of \$1,000 in excess thereof as such Purchaser may request) dated the date of the Closing and registered in such Purchaser's name (or in the name of its nominee), against delivery by such Purchaser to the Company or its order of immediately available funds in the amount of the purchase price therefor by wire transfer of immediately available funds for the account of the Company to account number 9871280691 at UMB Bank & Trust N.A. If at the Closing the Company shall fail to tender the Bonds to be purchased by such Purchaser as provided above in this Section 3, or any of the conditions specified in Section 4 shall not have been fulfilled to such Purchaser's satisfaction, such Purchaser shall, at its election, be relieved of all further obligations under this Agreement, without thereby waiving any rights such Purchaser may have by reason of any of the conditions specified in Section 4 not having been fulfilled to such Purchaser's satisfaction or such failure by the Company to tender such Bonds.

SECTION 4. CONDITIONS TO CLOSING.

Each Purchaser's obligation to purchase and pay for the Bonds to be sold to such Purchaser at the Closing is subject to the fulfillment to such Purchaser's satisfaction, prior to or at the Closing, of the following conditions:

Section 4.1. Representations and Warranties.

(a) Except as set forth in clause (b) of this Section 4.1, the representations and warranties of the Company set forth in Section 5 of this Agreement shall be correct (i) as of the date of this Agreement and (ii) at the time of the Closing, except to the extent such representations and warranties are as of another date, in which case, such representations and warranties shall be true and correct as of that date.

(b) The representations and warranties set forth in (i) Section 5.3, (ii) Section 5.4(a) and Section 5.4(b), (iii) Section 5.5, (iv) Section 5.8(a), (v) the second to last sentence of Section 5.9, (vi) Section 5.10(c), (vii) the first sentence of Section 5.15(a) and (viii) Section 5.15(b) and 5.15(c) shall be correct as of the date of this Agreement.

Section 4.2. Performance; No Default. The Company shall have performed and complied with all agreements and conditions contained in this Agreement, the Mortgage and the Supplemental Indenture required to be performed or complied with by it prior to or at the Closing and from the date of this Agreement to the Closing with respect to Sections 9 and 10. From the date of this Agreement until the Closing and after giving effect to the issue and sale of the Bonds at the Closing (and the application of the proceeds thereof as contemplated by Section 5.14), no Default or Event of Default shall have occurred and be continuing. Neither the Company nor any Subsidiary shall have entered into any transaction since August 8, 2014 that would have been prohibited by Section 10 had such Section applied since such date.

Section 4.3. Compliance Certificates.

(a) *Officer's Certificate.* The Company shall have delivered to such Purchaser an Officer's Certificate, dated the date of the Closing, certifying that the conditions specified in Sections 4.1, 4.2 and 4.9 have been fulfilled.

(b) *Secretary's Certificate.* The Company shall have delivered to such Purchaser a certificate of its Secretary or Assistant Secretary, dated the date of the Closing, certifying as to (i) the resolutions attached thereto and other corporate proceedings relating to the authorization, execution and delivery of the Bonds to be purchased at the Closing and this Agreement and (ii) the Company's organizational documents as then in effect.

Section 4.4. Opinions of Counsel. Such Purchaser shall have received opinions in form and substance reasonably satisfactory to such Purchaser, dated the date of the Closing (a)(i) from Cahill Gordon & Reindel LLP, special New York counsel for the Company, (ii) from Lathrop & Gage LLP, special Missouri counsel for the Company, (iii) from Anderson & Byrd, LLP, special Kansas counsel for the Company, and (iv) from Brydon, Swearngen & England P.C., special regulatory counsel for the Company, substantially in the forms set forth in Exhibits 4.4(a)(i), 4.4(a)(ii), 4.4(a)(iii) and 4.4(a)(iv), respectively and covering such other matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and the Company hereby instructs its counsel to deliver such opinions to the Purchasers) and (b) from Winston & Strawn LLP, the Purchasers' special counsel in connection

with such transactions, substantially in the form set forth in Exhibit 4.4(b) and covering such other matters incident to such transactions as such Purchaser may reasonably request.

Section 4.5. Purchase Permitted By Applicable Law, Etc. On the date of the Closing such Purchaser's purchase of Bonds shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (c) not subject such Purchaser to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof. If requested by such Purchaser, such Purchaser shall have received an Officer's Certificate certifying as to such matters of fact as such Purchaser may reasonably specify to enable such Purchaser to determine whether such purchase is so permitted.

Section 4.6. Sale of Other Bonds. Contemporaneously with the Closing the Company shall sell to each other Purchaser and each other Purchaser shall purchase the Bonds to be purchased by it at the Closing as specified in Schedule A.

Section 4.7. Payment of Special Counsel Fees. Without limiting Section 15.1, the Company shall have paid on or before the Closing the reasonable fees, charges and disbursements of the Purchasers' special counsel referred to in Section 4.4 to the extent reflected in a statement of such counsel rendered to the Company at least one Business Day prior to the Closing.

Section 4.8. Private Placement Number. A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for the Bonds.

Section 4.9. Changes in Corporate Structure. The Company shall not have (a) changed its jurisdiction of incorporation or organization, as applicable, or (b) been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity, at any time following the date of the most recent financial statements referred to in Schedule 5.5, except for those transactions that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 4.10. Funding Instructions. At least three Business Days prior to the date of the Closing, each Purchaser shall have received written instructions signed by a Responsible Officer on letterhead of the Company confirming the information specified in Section 3 including (i) the name and address of the transferee bank, (ii) such transferee bank's ABA number and (iii) the account name and number into which the purchase price for the Bonds is to be deposited.

Section 4.11. Documents Required by Mortgage; Basis for Authentication. The Company shall have furnished to the Principal Trustee the resolutions, certificates, opinions and other instruments required to be delivered prior to or upon the issuance of the Bonds pursuant to the provisions of the Mortgage. The Company shall have requested the Principal Trustee to

authenticate and the Principal Trustee shall have authenticated the Bonds pursuant to Article 3 of the Mortgage. The Company shall be able to comply with all other conditions with respect to the authentication of the Bonds imposed by the Mortgage.

Section 4.12. Recordings.

(a) On or prior to the Closing, the Supplemental Indenture shall have been duly authorized, executed and delivered by the Company and the Trustees, and shall be in full force and effect.

(b) The Supplemental Indenture shall be in proper form for recordation.

Section 4.13. Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be reasonably satisfactory to such Purchaser and its special counsel, and such Purchaser and its special counsel shall have received all such counterpart originals or certified or other copies of the documents as such Purchaser or such special counsel may reasonably request.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each Purchaser that:

Section 5.1. Organization; Power and Authority. The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified as a foreign corporation and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the corporate power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver this Agreement and the Bonds and to perform the provisions hereof and thereof.

Section 5.2. Authorization, Etc.

(a) This Agreement, the Mortgage and the Supplemental Indenture have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement, the Mortgage and the Supplemental Indenture constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) The Bonds have been duly authorized by all necessary corporate action on the part of the Company, and when executed, authenticated and issued by the Company in accordance with the provisions of the Mortgage and delivered to and paid for by the Purchasers in accordance

with the terms of this Agreement, will be entitled to the benefits and security of the Mortgage, and will be valid and binding obligations of the Company, in each case enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The Mortgage constitutes a direct and valid first mortgage lien upon the properties and assets of the Company specifically or generally described or referred to in the Mortgage as being subject to the lien thereof and will create a similar lien upon all properties and assets acquired by the Company after the date hereof located in counties in which the Mortgage has been recorded and required by the Mortgage to be subjected to the lien of the Mortgage when acquired by the Company, subject only to permitted encumbrances, prepaid liens and Prior liens (each as defined in the Mortgage). The Mortgage has been recorded in each county where such properties and assets of the Company as described above are located and the Company will cause the Mortgage to be recorded in each county where such properties and assets of the Company as described above are located when acquired. Schedule 5.2 attached hereto sets forth each county or recording or filing district in which any of the properties or assets of the Company subject to the lien of the Mortgage have been recorded as of the date hereof.

Section 5.3. Disclosure. This Agreement, the financial statements listed in Schedule 5.5 and the documents, certificates or other writings delivered to the Purchasers by or on behalf of the Company prior to August 14, 2014 in connection with the transactions contemplated hereby and identified in Schedule 5.3 (this Agreement and such documents, certificates or other writings and such financial statements delivered to each Purchaser being referred to, collectively, as the **"Disclosure Documents"**), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made. Except as disclosed in the Disclosure Documents, since December 31, 2013, there has been no change in the financial condition, operations, business or properties of the Company or any Subsidiary except changes that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.4. Organization and Ownership of Shares of Subsidiaries; Affiliates. (a) Schedule 5.4 contains (except as noted therein) complete and correct lists of (i) the Company's Subsidiaries, showing, as to each Subsidiary, the name thereof, the jurisdiction of its organization, and the percentage of shares of each class of its capital stock or similar equity interests outstanding owned by the Company and each other Subsidiary and (ii) the Company's Controlled Affiliates, other than Subsidiaries.

(b) All of the outstanding shares of capital stock or similar equity interests of each Subsidiary shown in Schedule 5.4 as being owned by the Company and its Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by the Company or another Subsidiary free and clear of any Lien (except as otherwise disclosed in Schedule 5.4).

(c) Each Subsidiary is a corporation or other legal entity duly organized, validly existing and, where applicable, in good standing under the laws of its jurisdiction of

organization, and is duly qualified as a foreign corporation or other legal entity and, where applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

Section 5.5. Financial Statements; Material Liabilities. The Company has delivered to each Purchaser copies of the financial statements of the Company and its Subsidiaries listed on Schedule 5.5. All of such financial statements (including in each case the related schedules and notes) fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the respective dates specified in such Schedule and the consolidated results of their operations and cash flows for the respective periods so specified and have been prepared in accordance with GAAP consistently applied throughout the periods involved except as set forth in the notes thereto (subject, in the case of any interim financial statements, to normal year-end adjustments). The Company and its Subsidiaries do not have any Material liabilities that are not disclosed on such financial statements or otherwise disclosed in the Disclosure Documents.

Section 5.6. Compliance with Laws, Other Instruments, Etc. The execution, delivery and performance by the Company of this Agreement, the Supplemental Indenture and the Bonds will not (i) except as would not reasonably be expected to result in a Material Adverse Effect, contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, corporate charter or by-laws or any other agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected (other than the Lien created by the Mortgage), (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary or (iii) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary.

Section 5.7. Governmental Authorizations, Etc. No consent, approval or authorization of, registration, filing or declaration with, any Governmental Authority, public authority or agency is required in connection with the issuance, sale or delivery of the Bonds or the execution, delivery or performance by the Company of this Agreement, the Mortgage, the Supplemental Indenture or the Bonds other than (i) those that have been made or obtained on or prior to the date hereof, (ii) filings with the SEC on Form 8-K, Form 10-K and Form 10-Q, and (iii) the recordings or filings, in respect of the Lien of the Mortgage, required under the Mortgage and the Supplemental Indenture.

Section 5.8. Litigation; Observance of Agreements, Statutes and Orders. (a) There are no actions, suits, investigations or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company or any Subsidiary or any property of the Company

or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent consummation of the transactions contemplated hereby.

(b) Neither the Company nor any Subsidiary is (i) in default under any agreement or instrument to which it is a party or by which it is bound, (ii) in violation of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or (iii) in violation of any applicable law, ordinance, rule or regulation of any Governmental Authority (including, without limitation, Environmental Laws, the USA PATRIOT Act or any of the other laws and regulations that are referred to in Section 5.16), which default or violation could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent consummation of the transactions contemplated hereby.

Section 5.9. Taxes. The Company and its Subsidiaries have filed all income tax returns that are required to have been filed in any jurisdiction, and have paid all taxes shown to be due and payable on such returns and all other taxes and assessments levied upon them or their properties, assets, income or franchises, to the extent such taxes and assessments have become due and payable and before they have become delinquent, except for any taxes and assessments (i) the amount of which, individually or in the aggregate, is not Material or (ii) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Company or a Subsidiary, as the case may be, has established adequate reserves in accordance with GAAP. The Company knows of no basis for any other tax or assessment that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The U.S. federal income tax liabilities of the Company and its Subsidiaries have been finally determined (by reason of the statute of limitations having run) for all fiscal years up to and including the fiscal year ended December 31, 2009.

Section 5.10. Title to Property; Leases. (a) The Mortgaged Property constitutes substantially all of the property of the Company (other than excepted property as defined in the Mortgage). The Company and Empire Gas have good and sufficient title to their respective properties that individually or in the aggregate are Material, including all such properties reflected in the most recent audited balance sheet referred to in Section 5.5 or purported to have been acquired by the Company or Empire Gas after such date (except as sold or otherwise disposed of in the ordinary course of business), in each case free and clear of Liens prohibited by this Agreement. All real property that constitutes the Mortgaged Property is located in the States of Missouri, Kansas, Oklahoma or Arkansas. There is no outstanding Indebtedness of the Company or of any other Person for the purchase price or construction of, or for services, materials and supplies rendered or delivered in connection with the construction of, any property, or for current operations, that has or could become the basis of a Lien prior to the Lien of the Mortgage upon any or all of the Mortgaged Property, other than a permitted encumbrance, a prepaid lien or a Prior lien (each as defined in the Mortgage).

(b) The Company has the power of eminent domain which it may exercise, subject to the requirements of law, in order to acquire any additional property that is necessary for it to perform its responsibilities as a public service company.

(c) All Material leases are valid and subsisting and are in full force and effect in all material respects.

Section 5.11. Licenses, Permits, Etc. The Company and its Subsidiaries own or possess all licenses, permits, franchises, authorizations, patents, copyrights, proprietary software, service marks, trademarks and trade names, or rights thereto, that individually or in the aggregate are Material, without known conflict with the rights of others, except for those conflicts that, individually or in the aggregate, would not have a Material Adverse Effect.

Section 5.12. Compliance with ERISA. (a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable laws except for such instances of noncompliance as have not resulted in and could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability pursuant to Title IV (other than for the payment of premiums to the PBGC) or the penalty provisions of Title I of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans (as defined in section 3 of ERISA), and no event, transaction or condition has occurred or exists that could, individually or in the aggregate, reasonably be expected to result in the incurrence of any such liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, in either case pursuant to Title IV or the penalty provisions of Title I of ERISA or to section 430(k) of the Code or to any such penalty or excise tax provisions under the Code or federal law or section 4068 of ERISA or by the granting of a security interest in connection with the amendment of a Plan, other than such liabilities or Liens as would not be individually or in the aggregate Material.

(b) The Company and its ERISA Affiliates have not incurred withdrawal liabilities under section 4201 or 4204 or ERISA, and are not subject to contingent withdrawal liabilities under section 4204 of ERISA, in respect of Multiemployer Plans that individually or in the aggregate are Material.

(c) The execution and delivery of this Agreement and the issuance and sale of the Bonds hereunder will not involve any transaction that is subject to the prohibitions of section 406(a) of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the first sentence of this Section 5.12(c) is made in reliance upon and subject to the accuracy of such Purchaser's representation in Section 6.2 as to the sources of the funds to be used to pay the purchase price of the Bonds to be purchased by such Purchaser.

Section 5.13. Private Offering by the Company. Neither the Company nor anyone acting on its behalf has offered the Bonds or any similar Securities for sale to, or solicited any offer to buy the Bonds or any similar Securities from, or otherwise approached or negotiated in respect thereof with, any Person other than the Purchasers and not more than 25 other Institutional Investors, each of which has been offered the Bonds at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Bonds to the registration requirements of section 5 of

the Securities Act or to the registration requirements of any Securities or blue sky laws of any applicable jurisdiction.

Section 5.14. Use of Proceeds; Margin Regulations. The Company will apply the proceeds of the sale of the Bonds hereunder to refinance existing Indebtedness and for general corporate purposes. No part of the proceeds from the sale of the Bonds hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute more than 5% of the value of the consolidated assets of the Company and its Subsidiaries and the Company does not have any present intention that margin stock will constitute more than 5% of the value of such assets. As used in this Section, the terms “**margin stock**” and “**purpose of buying or carrying**” shall have the meanings assigned to them in said Regulation U.

Section 5.15. Existing Indebtedness; Future Liens . (a) Except as described therein, Schedule 5.15 sets forth a complete and correct list of all outstanding Material Indebtedness for borrowed money of the Company and its Subsidiaries as of June 30, 2014 (including descriptions of the obligors, principal amounts outstanding, any collateral therefor and any Guaranties thereof), since which date, except as described therein, there has been no Material change in the amounts, interest rates, sinking funds, installment payments or maturities of the Material Indebtedness of the Company or its Subsidiaries. Neither the Company nor any Subsidiary is in default and no waiver of default is currently in effect, in the payment of any principal or interest on any Material Indebtedness of the Company or such Subsidiary and no event or condition exists with respect to any Material Indebtedness of the Company or any Subsidiary that would permit (or that with notice or the lapse of time, or both, would permit) one or more Persons to cause such Material Indebtedness to become due and payable before its stated maturity or before its regularly scheduled dates of payment.

(b) Except as disclosed in Schedule 5.15, neither the Company nor any Subsidiary has agreed or consented to cause or permit any of its Mortgaged Property, whether now owned or hereafter acquired, to be subject to a Lien not permitted by the Mortgage or to cause or permit in the future (upon the happening of a contingency or otherwise) any of its Mortgaged Property, whether now owned or hereafter acquired, to be subject to a Lien not permitted by the Mortgage.

(c) Neither the Company nor any Subsidiary is a party to, or otherwise subject to any provision contained in, any instrument evidencing Material Indebtedness of the Company or such Subsidiary, any agreement relating thereto or any other agreement (including, but not limited to, its charter or any other organizational document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Indebtedness of the Company, except as disclosed in Schedule 5.15 or in the Company’s Annual Report on Form 10-K for the year ended December 31, 2013.

Section 5.16. Foreign Assets Control Regulations, Etc. (a) Neither the Company nor any Controlled Entity is (i) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control, United States Department of the Treasury (“**OFAC**”) (an “**OFAC Listed Person**”), (ii) an agent, department, or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, (x) any OFAC Listed Person or (y) any Person, entity, organization, foreign country or regime that is subject to any OFAC Sanctions Program, or (iii) a Person, entity, organization or government of a country who is otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Comprehensive Iran Sanctions, Accountability and Divestment Act (“**CISADA**”), the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing (collectively, “**U.S. Economic Sanctions**”) (each OFAC Listed Person and each other Person, entity, organization and government of a country described in clause (i), clause (ii) or clause (iii), a “**Blocked Person**”). Neither the Company nor any Controlled Entity has been notified in writing that its name appears or will in the future appear on a state list of Persons that engage in investment or other commercial activities in Iran or any other country that is subject to U.S. Economic Sanctions.

(b) No part of the proceeds from the sale of the Bonds hereunder constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise knowingly be used by the Company or any Controlled Entity, directly or indirectly, (i) in connection with any investment in, or any transactions or dealings with, any Blocked Person, or (ii) otherwise in violation of U.S. Economic Sanctions.

(c) Neither the Company nor any Controlled Entity (i) has been found by a Governmental Authority to be in violation of, has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), the USA PATRIOT Act or any other United States law or regulation governing such activities (collectively, “**Anti-Money Laundering Laws**”) or any U.S. Economic Sanctions, (ii) to the Company’s actual knowledge after making due inquiry, is under investigation by any Governmental Authority for possible violation of Anti-Money Laundering Laws or any U.S. Economic Sanctions, (iii) has been assessed civil penalties under any Anti-Money Laundering Laws or any U.S. Economic Sanctions, or (iv) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws. The Company has taken reasonable measures appropriate to the circumstances (in any event as required by applicable law) to ensure that the Company and each Controlled Entity is and will continue to be in compliance with all applicable current and future Anti-Money Laundering Laws and U.S. Economic Sanctions.

(d) (1) Neither the Company nor any Controlled Entity (i) has been charged with, or convicted of bribery or any other anti-corruption related activity under any applicable anti-bribery or anti-corruption law or regulation in a U.S. or, to the knowledge of the Company, any

non-U.S. country or jurisdiction, including but not limited to, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010 (collectively, “**Anti-Corruption Laws**”), (ii) to the Company’s actual knowledge after making due inquiry, is under investigation by any U.S. or non-U.S. Governmental Authority for possible violation of Anti-Corruption Laws, (iii) has been assessed civil or criminal penalties under any Anti-Corruption Laws or (iv) to the knowledge of the Company, has been or is the target of sanctions imposed by the United Nations or the European Union;

(2) To the Company’s actual knowledge after making due inquiry, neither the Company nor any Controlled Entity has, within the last five years, directly or indirectly offered, promised, given, paid or authorized the offer, promise, giving or payment of anything of value to a Governmental Official for the purposes of: (i) influencing any act, decision or failure to act by such Government Official in his or her official capacity or such commercial counterparty, (ii) inducing a Governmental Official to do or omit to do any act in violation of the Governmental Official’s lawful duty, or (iii) inducing a Governmental Official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity; in each case in order to obtain, retain or direct business or to otherwise secure an improper advantage in violation of any applicable law or regulation; and

(3) No part of the proceeds from the sale of the Bonds hereunder will be used, directly or, to the knowledge of the Company, indirectly, for any improper payments, including bribes, to any Governmental Official in order to obtain, retain or direct business or obtain any improper advantage in violation of applicable law. The Company has taken reasonable measures appropriate to the circumstances (in any event as required by applicable law) to ensure that the Company and each Controlled Entity is and will continue to be in compliance with all applicable current and future Anti-Corruption Laws.

Section 5.17. Status under Certain Statutes. (a) The Company or certain of its Subsidiaries are subject to the jurisdiction of the Public Service Commission of the State of Missouri, the Corporation Commission of the State of Oklahoma, the State Corporation Commission of the State of Kansas and the Arkansas Public Service Commission and various other state, federal and local governmental departments and regulatory and environmental commissions, agencies, authorities and bodies with respect to its business operations.

(b) Neither the Company nor any Subsidiary is subject to regulation under the Investment Company Act of 1940, as amended.

Section 5.18. Environmental Matters. (a) Neither the Company nor any Subsidiary has received any notice of any claim, and neither the Company nor any Subsidiary has knowledge of any claim or proceeding asserting any claim against the Company or any of its Subsidiaries or any of their respective real properties or other assets now or formerly owned, leased or operated by any of them, in each case, alleging any damage to the environment or violation of any Environmental Laws, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary has knowledge of any facts which would give rise to any claim, public or private, of violation of Environmental Laws or damage to the environment emanating from, occurring on or in any way related to real properties now or formerly owned, leased or operated by any of them or to other assets or their use, except, in each case, such as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(c) Neither the Company nor any Subsidiary has stored any Hazardous Materials on real properties now or formerly owned, leased or operated by any of them in a manner which is contrary to any Environmental Law that could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(d) Neither the Company nor any Subsidiary has disposed of any Hazardous Materials in a manner which is contrary to any Environmental Law that could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(e) All buildings on all real properties now owned, leased or operated by the Company or any Subsidiary are in compliance with applicable Environmental Laws, except where failure to comply could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 5.19. Senior Obligations. The Bonds are senior secured Indebtedness of the Company and are *pari passu* and of equal rank and seniority with all other senior secured Indebtedness of the Company.

SECTION 6. REPRESENTATIONS OF THE PURCHASERS.

Section 6.1. Purchase for Investment. Each Purchaser severally represents that it is purchasing the Bonds for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, *provided* that the disposition of such Purchaser's or their property shall at all times be within such Purchaser's or their control. Each Purchaser understands that the Bonds have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to register the Bonds.

Section 6.2. Source of Funds. Each Purchaser severally represents that at least one of the following statements is an accurate representation as to each source of funds (a "**Source**") to be used by such Purchaser to pay the purchase price of the Bonds to be purchased by such Purchaser hereunder:

(a) the Source is an "insurance company general account" (as the term is defined in the United States Department of Labor's Prohibited Transaction Exemption ("**PTE**") 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the NAIC (the "**NAIC Annual**

Statement’)) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser’s state of domicile, and the condition of section IV(b) of PTE 95-60 is satisfied; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser’s fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an insurance company pooled separate account, within the meaning of PTE 90-1 or (ii) a bank collective investment fund, within the meaning of the PTE 91-38 and, except as disclosed by such Purchaser to the Company in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund, and such Purchaser will satisfy the conditions of sections III(b) and (c) of PETE 90-1 or PTE 91-38, as the case may be; or

(d) the Source constitutes assets of an “investment fund” (within the meaning of Part VI of PTE 84-14 (the “**QPAM Exemption**’)) managed by a “qualified professional asset manager” or “QPAM” (within the meaning of Part VI of the QPAM Exemption), no employee benefit plan’s assets that are managed by the QPAM in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, represent more than 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM maintains an ownership interest in the Company that would cause the QPAM and the Company to be “related” within the meaning of Part VI(h) of the QPAM Exemption and (i) the identity of such QPAM and (ii) the names of any employee benefit plans whose assets in the investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization, represent 10% or more of the assets of such investment fund, have been disclosed to the Company in writing pursuant to this clause (d);or

(e) the Source constitutes assets of a “plan(s)” (within the meaning of Part IV(h) of PTE 96-23 (the “**INHAM Exemption**’)) managed by an “in-house asset

manager” or “INHAM” (within the meaning of Part IV(a) of the INHAM Exemption), the conditions of Part I(a), (c), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of “control” in Part IV(d)(3) of the INHAM Exemption) owns a 10% or more interest in the Company and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this clause (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 6.2, the terms “**employee benefit plan**,” “**governmental plan**,” and “**separate account**” shall have the respective meanings assigned to such terms in section 3 of ERISA.

SECTION 7. INFORMATION AS TO COMPANY

Section 7.1. Financial and Business Information. The Company shall deliver to each Purchaser and each holder of a Bond that is an Institutional Investor:

(a) *Quarterly Statements* — within 60 days (or such shorter period as is 15 days greater than the period applicable to the filing of the Company’s Quarterly Report on Form 10-Q (the “**Form 10-Q**”) with the SEC regardless of whether the Company is subject to the filing requirements thereof) after the end of each quarterly fiscal period in each fiscal year of the Company (other than the last quarterly fiscal period of each such fiscal year), duplicate copies of,

(i) a consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter, and

(ii) consolidated statements of income, changes in shareholders’ equity and cash flows of the Company and its Subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to

changes resulting from year-end adjustments, *provided* that delivery within the time period specified above of copies of the Company's Form 10-Q prepared in compliance with the requirements therefor and filed with the SEC shall be deemed to satisfy the requirements of this Section 7.1(a);

(b) *Annual Statements* — within 105 days (or such shorter period as is 15 days greater than the period applicable to the filing of the Company's Annual Report on Form 10-K (the "**Form 10-K**") with the SEC regardless of whether the Company is subject to the filing requirements thereof) after the end of each fiscal year of the Company, duplicate copies of

(i) a consolidated balance sheet of the Company and its Subsidiaries as at the end of such year, and

(ii) consolidated statements of income, changes in shareholders' equity and cash flows of the Company and its Subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, and accompanied by an opinion thereon (without a "going concern" or similar qualification or exception) of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances, *provided* that the delivery within the time period specified above of the Company's Form 10-K for such fiscal year (together with the Company's annual report to shareholders, if any, prepared pursuant to Rule 14a-3 under the Securities Exchange Act of 1934) prepared in accordance with the requirements therefor and filed with the SEC, shall be deemed to satisfy the requirements of this Section 7.1(b);

(c) *Other Reports* — promptly upon their being sent, one copy of each financial statement, report, notice or proxy statement sent by the Company or any Subsidiary to its public Securities holders generally;

(d) *Notice of Default or Event of Default* — promptly, and in any event within five days after a Responsible Officer becoming aware of the existence of any Default or Event of Default, a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(e) *ERISA Matters* — promptly, and in any event within ten days after a Responsible Officer becoming aware of any of the following, a written notice setting forth the nature thereof and the action, if any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(i) with respect to any Plan, the occurrence of any reportable event, as defined in section 4043(c) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations as in effect on the date hereof; or

(ii) the taking by the PBGC of steps to institute proceedings under section 4042 of ERISA, or the existence of any event, transaction, or condition that constitutes grounds under section 4042 of ERISA, for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan; or

(iii) any event, transaction or condition that could result in the incurrance of any liability by the Company or any ERISA Affiliate pursuant to Title IV (other than for the payment of premiums to the PBGC) or the penalty provisions of Title I of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate pursuant to Title IV or the penalty provisions of Title I of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, could reasonably be expected to have a Material Adverse Effect;

(f) *Notices of Environmental Matters* — written notice within fifteen days of a Responsible Officer becoming aware of any of the following, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Company: (i) the violation of any Environmental Law; or (ii) any claim, demand, investigation, proceeding, cost recovery action, litigation, judgment, order or lien arising pursuant to any Environmental Law or from the release or disposal of any Hazardous Material;

(g) *Resignation or Replacement of Auditors* — within ten days following the date on which the Company's auditors resign or the Company elects to change auditors, as the case may be, notification thereof; and

(h) *Requested Information* — with reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries (including, but without limitation, actual copies of the Company's Form 10-Q and Form 10-K) or relating to the ability of the Company to perform its obligations hereunder and under the Bonds as from time to time may be reasonably requested by any Purchaser or holder of a Bond.

Section 7.2. Officer's Certificate. Each set of financial statements delivered to a Purchaser or a holder of a Bond pursuant to Section 7.1(b) shall be accompanied by a certificate of a Senior Financial Officer certifying that such Senior Financial Officer has reviewed the relevant terms hereof and has made, or caused to be made, under his or her supervision, a review

of the transactions and conditions of the Company and its Subsidiaries from the beginning of the annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including, without limitation, any such event or condition resulting from the failure of the Company or any Subsidiary to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto.

Section 7.3. Visitation. The Company shall permit the representatives of each Purchaser and each holder of a Bond that is an Institutional Investor:

(a) *No Default* — if no Default or Event of Default then exists, at the expense of such Purchaser or holder and upon reasonable prior notice to the Company, to visit the principal executive office of the Company, to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the Company's officers, and (with the consent of the Company, which consent will not be unreasonably withheld) its independent public accountants, and (with the consent of the Company, which consent will not be unreasonably withheld) to visit the other offices and properties of the Company and each Subsidiary, all at such reasonable times and as often as may be reasonably requested in writing; and

(b) *Default* — if a Default or Event of Default then exists, at the expense of the Company to visit and inspect any of the offices or properties of the Company or any Subsidiary, to examine all their respective books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers and independent public accountants (and by this provision the Company authorizes said accountants to discuss the affairs, finances and accounts of the Company and its Subsidiaries), all at such times and as often as may be requested.

Section 7.4. Electronic Delivery. Financial statements, opinions of independent certified public accountants, other information and Officer's Certificates that are required to be delivered by the Company pursuant to Sections 7.1(a), (b), (c) or (g) and Section 7.2 shall be deemed to have been delivered if the Company satisfies any of the following requirements with respect thereto:

(i) such financial statements satisfying the requirements of Section 7.1(a) or (b), the information required by Section 7.1(g) and the Officer's Certificate satisfying the requirements of Section 7.2 are delivered to each Purchaser and each holder of a Bond by e-mail;

(ii) the Company shall have timely filed such Form 10-Q or Form 10-K, satisfying the requirements of Section 7.1(a) or Section 7.1(b), as the case may be, with the SEC on EDGAR and shall have made such form and the related Officer's Certificate

satisfying the requirements of Section 7.2 available on its home page on the internet, which is located at <http://www.empiredistrict.com> as of the date of this Agreement; or

(iii) the Company shall have filed any of the items referred to in Section 7.1(c) or Section 7.1(g) with the SEC on EDGAR and shall have made such items available on its home page on the internet to which each Purchaser and each holder of Bonds has free access.

SECTION 8. PAYMENT, PREPAYMENT AND PURCHASE OF THE BONDS.

Section 8.1. Payments and Prepayments. The Bonds shall mature and be subject to optional redemption solely as provided in the Supplemental Indenture.

Section 8.2. Allocation of Partial Prepayments. In the case of each partial prepayment of the Bonds, the principal amount of the Bonds to be prepaid shall be allocated among all of the Bonds at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment.

Section 8.3. Purchase of Bonds. The Company will not and will not permit any Controlled Affiliate to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Bonds except (a) upon the payment or prepayment of the Bonds in accordance with this Agreement and Article 5 of the Mortgage or (b) pursuant to an offer to purchase made by the Company or any Controlled Affiliate pro rata to the holders of all Bonds at the time outstanding upon the same terms and conditions. Any such offer shall provide each holder with sufficient information to enable it to make an informed decision with respect to such offer, and shall remain open for at least 20 Business Days. If the holders of more than 50% of the principal amount of the Bonds then outstanding accept such offer, the Company shall promptly notify the remaining holders of such fact and the expiration date for the acceptance by the holders of Bonds of such offer shall be extended by the number of days necessary to give each such remaining holder at least 5 Business Days from its receipt of such notice to accept such offer. The Company will promptly cancel all Bonds acquired by it or any Controlled Affiliate pursuant to any payment, prepayment or purchase of Bonds pursuant to this Agreement and no Bonds may be issued in substitution or exchange for any such Bonds.

Section 8.4. Payments Due on Non-Business Days. Anything in this Agreement or the Bonds to the contrary notwithstanding, (x) subject to clause (y), any payment of interest on any Bond that is due on a date that is not a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; and (y) any payment of principal of or Make-Whole Amount on any Bond (including principal due on the maturity date of such Bond) that is due on a date that is not a Business Day shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

SECTION 9. AFFIRMATIVE COVENANTS.

From the date of this Agreement until the Closing and thereafter, so long as any of the Bonds are outstanding, the Company covenants that it will abide by, maintain and keep all covenants made by it in the Mortgage. In addition, from the date of this Agreement until the Closing and thereafter, so long as any of the Bonds are outstanding, the Company covenants that:

Section 9.1. Compliance with Laws. Without limiting Section 10.3, the Company will, and will cause each of its Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations to which each of them is subject, including, without limitation, ERISA, Environmental Laws, the USA PATRIOT Act and the other laws and regulations that are referred to in Section 5.16, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 9.2. Corporate Existence, Etc. Subject to Article 12 of the Mortgage, the Company will at all times preserve and keep its corporate existence in full force and effect. Subject to Article 12 of the Mortgage, the Company will at all times preserve and keep in full force and effect the corporate existence of each of its Subsidiaries (unless merged into the Company or a Wholly-Owned Subsidiary) and all rights and franchises of the Company and its Subsidiaries unless, in the good faith judgment of the Company, the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise could not, individually or in the aggregate, have a Material Adverse Effect.

Section 9.3. Books and Records. The Company will, and will cause each of its Subsidiaries to, maintain proper books of record and account in conformity, in all material respects, with GAAP and all applicable requirements of any Governmental Authority having legal or regulatory jurisdiction over the Company or such Subsidiary, as the case may be. The Company will, and will cause each of its Subsidiaries to, keep books, records and accounts which, in reasonable detail, accurately reflect all transactions and dispositions of Mortgaged Property. The Company and its Subsidiaries have devised a system of internal accounting controls sufficient to provide reasonable assurances that their respective books, records, and accounts accurately reflect all transactions and dispositions of Mortgaged Property and the Company will, and will cause each of its Subsidiaries to, continue to maintain such system.

Section 9.4. Recordation Information. The filings for recordation of the Supplemental Indenture contemplated by Section 4.13 of the Mortgage shall be completed not later than 45 days after the Closing, and the Company shall promptly notify the Purchasers of such completion of recordation. Within 60 days after the Closing, the Company shall deliver to the Principal Trustee and the Purchasers an Officer's Certificate certifying that (i) the Supplemental Indenture has been duly recorded in each county or recording or filing district in which any of the properties or assets of the Company subject to the Lien of the Mortgage are situated, as listed on

a schedule to such Officer's Certificate, (ii) UCC-1 financing statements have been filed with the Secretary of State in each of Missouri, Arkansas, Kansas and Oklahoma, and (iii) upon such filings and recordings, no further recording or filing, and under present law, no periodic or other re-recording or re-filing of the Mortgage or any other instrument, will be required to preserve and protect the lien of the Mortgage either as a mortgage on real estate or as a security interest in personal property other than amendments to financing statements with respect to any Mortgaged Property acquired subsequent to a change in the name or location (within the meaning of the applicable Uniform Commercial Code) of the Company, change in or disposition of Mortgaged Property (including further filings or recordings for hereafter acquired property in any county in which the Mortgage shall not be of record), or if a new debtor becomes bound by the Mortgage. The Company will pay all taxes and recording fees required to be paid with respect to the execution, recording and filing required by this Section 9.4 and Section 4.13 of the Mortgage.

Section 9.5. Senior Obligations. The Company will take all actions necessary to assure that the Bonds are senior secured Indebtedness of the Company and are and remain *pari passu* and of equal rank and seniority with all other senior secured Indebtedness of the Company.

Although it will not be a Default or an Event of Default if the Company fails to comply with any provision of Section 9 on or after the date of this Agreement and prior to the Closing, if such a failure occurs, then any of the Purchasers may elect not to purchase the Bonds on the date of Closing that is specified in Section 3.

SECTION 10. NEGATIVE COVENANTS.

From the date of this Agreement until the Closing and thereafter, so long as any of the Bonds are outstanding, the Company covenants that it will abide by, maintain and keep all covenants made by it in the Mortgage. In addition, from the date of this Agreement until the Closing and thereafter, so long as any of the Bonds are outstanding, the Company covenants that:

Section 10.1. Transactions with Affiliates. The Company will not and will not permit any Subsidiary to enter into directly or indirectly any transaction or group of related transactions involving aggregate payments in excess of \$120,000 (or such higher amount as equals the disclosure threshold for transactions with affiliates in proxy statements filed with the SEC) (including without limitation the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate (other than the Company or another Subsidiary), except pursuant to the reasonable requirements of the Company's or such Subsidiary's business and upon fair and reasonable terms no less favorable to the Company or such Subsidiary than would be obtainable in a comparable arm's-length transaction with a Person not an Affiliate.

Section 10.2. Line of Business. The Company will not and will not permit any Subsidiary to engage in any business if, as a result, the general nature of the business in which the Company and its Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Subsidiaries, taken as a whole, are engaged on the date of this Agreement.

Section 10.3. Terrorism Sanctions Regulations. The Company will not and will not permit any Controlled Entity (a) to knowingly become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or, to the knowledge of the Company, any Person that is the target of sanctions imposed by the United Nations or by the European Union, or (b) to knowingly have any investment in or engage in any dealing or transaction (including, without limitation, any investment, dealing or transaction involving the proceeds of the Bonds) with any Person if such investment, dealing or transaction (i) would cause any Purchaser or holder to be in violation of any law or regulation applicable to such Purchaser or holder, or (ii) is prohibited by or subject to sanctions under any U.S. Economic Sanctions, or (c) to knowingly engage in any activity that could subject such Person or any Purchaser or holder to sanctions under CISADA or any similar law or regulation with respect to Iran or any other country that is subject to U.S. Economic Sanctions.

Although it will not be a Default or an Event of Default if the Company fails to comply with any provision of Section 10 before or after giving effect to the issuance of the Bonds on a pro forma basis, if such a failure occurs, then any of the Purchasers may elect not to purchase the Bonds on the date of Closing that is specified in Section 3.

Section 11. Events of Default.

An “**Event of Default**” shall exist if any of the following conditions or events shall occur and be continuing:

(a) a “default” set forth in Section 9.01(b) – (g) of the Mortgage shall occur;
or

(b) the Company defaults in the payment of any principal or Make-Whole Amount, if any, on any Bond when the same becomes due and payable, whether at maturity or at a date fixed for repayment or by declaration or otherwise; or

(c) the Company defaults in the payment of any interest on any Bond for more than five Business Days after the same becomes due and payable; or

(d) the Company defaults in the performance of or compliance with any term contained in Sections 7.1(d), 9.2, 9.5 or 10; or

(e) the Company defaults in the performance of or compliance with any term contained herein (other than those referred to in Sections 11(a), (b), (c), (d) and (f)) and such default is not remedied within 30 days after the earlier of (i) a Responsible Officer obtaining actual knowledge of such default and (ii) the Company receiving written notice of such default from any holder of a Bond (any such written notice to be identified as a “notice of default” and to refer specifically to this Section 11(e)); or

(f) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in this Agreement or any writing furnished in

connection with the transactions contemplated hereby proves to have been false or incorrect in any material respect on the date as of which made; or

(g) (i) the Company or any Significant Subsidiary is in default (as principal or as guarantor or other surety) in the payment of (x) any principal of or premium or make-whole amount or interest on any Indebtedness for borrowed money that is outstanding in an aggregate principal amount of at least \$20,000,000 or (y) any termination payment under a Swap Contract with a Swap Termination Value of at least \$20,000,000, in each case, beyond any period of grace provided with respect thereto, or (ii) the Company or any Significant Subsidiary is in default in the performance of or compliance with any term of any evidence of any Indebtedness for borrowed money in an aggregate outstanding principal amount of at least \$20,000,000 or of any mortgage, indenture or other agreement relating thereto or any other condition exists, and as a consequence of such default or condition such Indebtedness has become, or has been declared, due and payable before its stated maturity or before its regularly scheduled dates of payment; or

(h) the Company or any Significant Subsidiary (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes corporate action for the purpose of any of the foregoing; or

(i) a court or other Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company or any of its Significant Subsidiaries, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company or any of its Significant Subsidiaries, or any such petition shall be filed against the Company or any of its Significant Subsidiaries and such petition shall not be dismissed within 60 days; or

(j) one or more final judgments or orders for the payment of money aggregating in excess of \$20,000,000, including, without limitation, any such final order enforcing a binding arbitration decision, are rendered against one or more of the Company and its Significant Subsidiaries and which judgments are not, within 45 days after entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 45 days after the expiration of such stay; or

(k) if (i) any Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof or a waiver of such standards or extension of any amortization period is sought or granted under section 412 of the Code, (ii) a notice of intent to terminate any Plan shall have been filed with the PBGC or the PBGC shall have instituted proceedings under ERISA section 4042 to terminate or appoint a trustee to administer any Plan, (iii) the Company or any ERISA Affiliate shall have incurred any liability pursuant to Title IV (other than for the payment of premiums to the PBGC) or the penalty provisions of Title I of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or (iv) the Company or any ERISA Affiliate withdraws from any Multiemployer Plan; and any such event or events described in clauses (i) through (iv) above, either individually or together with any other such event or events, could reasonably be expected to have a Material Adverse Effect.

As used in Section 11(k), the term “**employee benefit plan**” shall have the meaning assigned to such term in section 3 of ERISA.

SECTION 12. REMEDIES ON DEFAULT, ETC.

In addition to any remedies provided in the Mortgage, each Purchaser shall have the remedies provided in this Section 12, notwithstanding any provision in the Mortgage to the contrary. In the event of any conflict between any provision in this Section 12 and the Mortgage, the provisions of this Section 12 shall control.

Section 12.1. Acceleration. (a) If an Event of Default with respect to the Company described in Section 11(h) or (i) (other than an Event of Default described in clause (i) of Section 11(h) or described in clause (vi) of Section 11(h) by virtue of the fact that such clause encompasses clause (i) of Section 11(h)) has occurred, all the Bonds then outstanding shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing, the Required Holders may at any time at its or their option, by notice or notices to the Company, declare all the Bonds then outstanding to be immediately due and payable.

(c) If any Event of Default described in Sections 11(b) or 11(c), has occurred and is continuing, any holder or holders of Bonds at the time outstanding affected by such Event of Default may at any time, at its or their option, by notice or notices to the Company, declare all the Bonds held by it or them to be immediately due and payable.

Upon any Bonds becoming due and payable under this Section 12.1, whether automatically or by declaration, such Bonds will forthwith mature and the entire unpaid principal amount of such Bonds, plus (x) all accrued and unpaid interest thereon (including, but not limited to, interest accrued thereon at the Default Rate) and (y) the Make-Whole Amount determined in respect of such principal amount (to the full extent permitted by applicable law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that each holder of a Bond has the right to maintain its investment in the

Bonds free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the Bonds are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

Section 12.2. Other Remedies. If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Bonds have become or have been declared immediately due and payable under Section 12.1 or the Mortgage or from the exercise of any remedies under the Mortgage, the holder of any Bond at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Bond, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

Section 12.3. Rescission. At any time after any Bonds have been declared due and payable pursuant to Section 12.1(b) or (c), the Required Holders, by written notice to the Company, may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Bonds, all principal of and Make-Whole Amount, if any, on any Bonds that are due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal and Make-Whole Amount, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Bonds, at the Default Rate, (b) neither the Company nor any other Person shall have paid any amounts which have become due solely by reason of such declaration, (c) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to Section 17, and (d) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Bonds. No rescission and annulment under this Section 12.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

Section 12.4. No Waivers or Election of Remedies, Expenses, Etc. No course of dealing and no delay on the part of any holder of any Bond in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement or any Bond upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 15, the Company will pay to the holder of each Bond on demand such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 12, including, without limitation, reasonable attorneys' fees, expenses and disbursements.

SECTION 13. REGISTRATION; EXCHANGE; SUBSTITUTION OF BONDS AND CERTAIN SPECIAL RIGHTS.

Section 13.1. Registration of Bonds. The Company shall keep at the principal corporate trust office of the Principal Trustee a register for the registration and registration of transfers of Bonds. The name and address of each holder of one or more Bonds, each transfer thereof and

the name and address of each transferee of one or more Bonds shall be registered in such register. If any holder of one or more Bonds is a nominee, then (a) the name and address of the beneficial owner of such Bond or Bonds shall also be registered in such register as an owner and holder thereof and (b) at any such beneficial owner's option, either such beneficial owner or its nominee may execute any amendment, waiver or consent pursuant to this Agreement. Prior to due presentment for registration of transfer, the Person(s) in whose name any Bond(s) shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and neither the Company nor the Principal Trustee shall be affected by any notice or knowledge to the contrary. The Company shall give, or will cause the Principal Trustee to give, to any holder of a Bond that is an Institutional Investor promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Bonds.

Section 13.2. Transfer and Exchange of Bonds. Upon surrender of any Bond at the principal corporate trust office of the Principal Trustee for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Bond or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other information for notices of each transferee of such Bond or part thereof), within ten Business Days thereafter, the Company shall execute and deliver, at the Company's expense (except as provided below), one or more new Bonds (as requested by the holder thereof) in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Bond. Each such new Bond shall be payable to such Person as such holder may request and shall be substantially in the form provided in Exhibit 1. Each such new Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Bond or dated the date of the surrendered Bond if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Bonds. Bonds shall not be transferred in denominations of less than \$100,000, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Bonds, one Bond may be in a denomination of less than \$100,000. Any transferee, by its acceptance of a Bond registered in its name (or the name of its nominee), shall be deemed to have made the representation set forth in Section 6.2.

Section 13.3. Replacement of Bonds. Notwithstanding the provisions of Section 2.11 of the Mortgage, including, without limitation, the final sentence of the first paragraph thereof, upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Bond (which evidence shall be, in the case of an Institutional Investor, notice from such Institutional Investor of such ownership and such loss, theft, destruction or mutilation), and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (provided that if the holder of such Bond is, or is a nominee for, an original Purchaser or another holder of a Bond with a minimum net worth of at least \$50,000,000 or a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof,

within ten Business Days thereafter, the Company at its own expense shall execute and deliver, in lieu thereof, a new Bond, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed or mutilated Bond or dated the date of such lost, stolen, destroyed or mutilated Bond if no interest shall have been paid thereon.

Section 13.4. Delivery Expenses. If a Purchaser surrenders any Bond to the Company or the Trustee pursuant to this Agreement or the Mortgage, or if the Company issues any new Bond pursuant to this Agreement or the Mortgage (other than pursuant to requests of holders for exchanges), the Company will pay the cost of delivering to or from such Purchaser's office from or to the Company or the Trustee, insured to such Purchaser's reasonable satisfaction, the surrendered Bond or Bonds and any Bond or Bonds issued in substitution or replacement for the surrendered Bond or Bonds, in each case insured to such Purchaser's reasonable satisfaction.

SECTION 14. PAYMENTS ON BONDS.

Section 14.1. Place of Payment. Subject to Section 14.2, payments of principal, Make-Whole Amount, if any, and interest becoming due and payable on the Bonds shall be made in New York, New York at the principal office of the Principal Trustee in such jurisdiction. The Company may at any time, by notice to each holder of a Bond, change the place of payment of the Bonds so long as such place of payment shall be either the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

Section 14.2. Home Office Payment. So long as any Purchaser or its nominee shall be the holder of any Bond, and notwithstanding anything contained in Section 14.1, in such Bond or in the Mortgage, including, without limitation, Section 4.02 of the Mortgage and Article 9 of the Mortgage, to the contrary, the Company will pay all sums becoming due on such Bond for principal, Make-Whole Amount, if any, interest and all other amounts becoming due hereunder by the method and at the address specified for such purpose below such Purchaser's name in Schedule A, or by such other method or at such other address as such Purchaser shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such Bond or the making of any notation (including stamping) thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Bond, such Purchaser shall surrender such Bond for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 14.1. Prior to any sale or other disposition of any Bond held by a Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Bond to the Company in exchange for a new Bond or Bonds pursuant to Section 13.2. The Company will afford the benefits of this Section 14.2 to any Institutional Investor that is the direct or indirect transferee of any Bond purchased by a Purchaser under this Agreement and that has made the same agreement relating to such Bond as the Purchasers have made in this Section 14.2.

SECTION 15. EXPENSES, ETC.

Section 15.1. Transaction Expenses. Whether or not the transactions contemplated hereby are consummated, the Company will pay all costs and expenses (including reasonable attorneys' fees of a single special counsel and, if reasonably required by the Required Holders following the Closing, local or other counsel) incurred by the Purchasers and each other holder of a Bond in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of this Agreement or the Bonds (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement or the Bonds or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement or the Bonds, or by reason of being a holder of any Bond, (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Bonds and (c) the costs and expenses incurred in connection with the initial filing of this Agreement and all related documents and financial information with the SVO *provided*, that such costs and expenses under this clause (c) shall not exceed \$7,500. The Company will pay, and will save each Purchaser and each other holder of a Bond harmless from, all claims in respect of any fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by a Purchaser or other holder in connection with its purchase of the Bonds).

Section 15.2. Survival. The obligations of the Company under this Section 15 will survive the payment or transfer of any Bond, the enforcement, amendment or waiver of any provision of this Agreement or the Bonds, and the termination of this Agreement.

SECTION 16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Bonds, the purchase or transfer by any Purchaser of any Bond or portion thereof or interest therein and the payment of any Bond, and may be relied upon by any subsequent holder of a Bond, regardless of any investigation made at any time by or on behalf of such Purchaser or any other holder of a Bond. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement, the Mortgage, the Supplemental Indenture and the Bonds embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION 17. AMENDMENT AND WAIVER.

Section 17.1. Requirements. This Agreement and the Bonds may be amended, and the observance of any term hereof or of the Bonds may be waived (either retroactively or

prospectively), only with the written consent of the Company and the Required Holders, except that:

(a) no amendment or waiver of any of Sections 1, 2, 3, 4, 5, 6 or 21 hereof, or any defined term (as it is used therein), will be effective as to any Purchaser unless consented to by such Purchaser in writing; and

(b) no amendment or waiver may, without the written consent of each Purchaser and the holder of each Bond at the time outstanding, (i) subject to Section 12 relating to acceleration or rescission and any similar provisions in the Mortgage, change the amount or time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of (x) interest on the Bonds or (y) the Make-Whole Amount, (ii) change the percentage of the principal amount of the Bonds the holders of which are required to consent to any amendment or waiver or the principal amount of the Bonds that the Purchasers are to purchase pursuant to Section 2 upon the satisfaction of the conditions to Closing that appear in Section 4, or (iii) amend any of Sections 8, 11(b), 11(c), 12, 17 or 20.

Section 17.2. Solicitation of Holders of Bonds.

(a) *Solicitation.* The Company will provide each Purchaser and each holder of a Bond with sufficient information, sufficiently far in advance of the date a decision is required, to enable such Purchaser and such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Bonds. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to this Section 17 to each Purchaser and each holder of a Bond promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite Purchasers or holders of Bonds.

(b) *Payment.* The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any Purchaser or holder of a Bond as consideration for or as an inducement to the entering into by such Purchaser or holder of any waiver or amendment of any of the terms and provisions hereof or of any Bond unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each Purchaser and holder of a Bond even if such Purchaser or holder did not consent to such waiver or amendment.

(c) *Consent in Contemplation of Transfer.* Any consent given pursuant to this Section 17 by a holder of a Bond that has transferred or has agreed to transfer its Bond to the Company, any Subsidiary or any Affiliate of the Company in connection with such consent shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Bonds that were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such holder.

Section 17.3. Binding Effect, Etc. Any amendment or waiver consented to as provided in this Section 17 applies equally to all Purchasers and holders of Bonds and is binding upon them and upon each future holder of any Bond and upon the Company without regard to whether such Bond has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and any Purchaser or holder of a Bond and no delay in exercising any rights hereunder or under any Bond shall operate as a waiver of any rights of any holder of such Bond.

Section 17.4. Bonds Held by Company, Etc. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Bonds then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement or the Bonds, or have directed the taking of any action provided herein or in the Bonds to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Bonds then outstanding, Bonds directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

SECTION 18. NOTICES.

Except to the extent otherwise provided in Section 7.4, all notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a nationally recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a nationally recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

- (i) if to any Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communications in Schedule A, or at such other address as such Purchaser or nominee shall have specified to the Company in writing,
- (ii) if to any other holder of any Bond, to such holder at such address as such other holder shall have specified to the Company in writing, or
- (iii) if to the Company, to the Company at its address set forth at the beginning hereof to the attention of the Chief Financial Officer, or at such other address as the Company shall have specified to the holder of each Bond in writing.

Notices under this Section 18 will be deemed given only when actually received.

SECTION 19. REPRODUCTION OF DOCUMENTS.

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any Purchaser at the Closing (except the Bonds themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any Purchaser, may be

reproduced by such Purchaser by any photographic, photostatic, electronic, digital, or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such Purchaser in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 19 shall not prohibit the Company or any other holder of Bonds from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

SECTION 20. CONFIDENTIAL INFORMATION.

For the purposes of this Section 20, “**Confidential Information**” means information delivered to any Purchaser by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement that is proprietary in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Company or such Subsidiary, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any Person acting on such Purchaser’s behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential information of third parties delivered to such Purchaser, provided that such Purchaser may deliver or disclose Confidential Information to (i) its directors, officers, employees, agents, attorneys, trustees and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Bonds), (ii) its auditors, financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with this Section 20, (iii) any other holder of any Bond, (iv) any Institutional Investor to which it sells or offers to sell such Bond or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by this Section 20), (v) any Person from which it offers to purchase any Security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by this Section 20), (vi) any federal or state regulatory authority having jurisdiction over such Purchaser, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser’s investment portfolio, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser’s Bonds or this Agreement. Each holder of a Bond, by its acceptance of a Bond, will

be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a Bond of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying this Section 20.

SECTION 21. SUBSTITUTION OF PURCHASER.

Each Purchaser shall have the right to substitute any one of its Affiliates or another Purchaser or any one of such other Purchaser's Affiliates (a "Substitute Purchaser") as the purchaser of the Bonds that it has agreed to purchase hereunder, by written notice to the Company, which notice shall be signed by both such Purchaser and such Substitute Purchaser, shall contain such Substitute Purchaser's agreement to be bound by this Agreement and shall contain a confirmation by such Substitute Purchaser of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, any reference to such Purchaser in this Agreement (other than in this Section 21), shall be deemed to refer to such Substitute Purchaser in lieu of such original Purchaser. In the event that such Substitute Purchaser is so substituted as a Purchaser hereunder and such Substitute Purchaser thereafter transfers to such original Purchaser all of the Bonds then held by such Substitute Purchaser, upon receipt by the Company of notice of such transfer, any reference to such Substitute Purchaser as a "Purchaser" in this Agreement (other than in this Section 21), shall no longer be deemed to refer to such Substitute Purchaser, but shall refer to such original Purchaser, and such original Purchaser shall again have all the rights of an original holder of the Bonds under this Agreement.

SECTION 22. MISCELLANEOUS.

Section 22.1. Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Bond) whether so expressed or not.

Section 22.2. Accounting Terms. All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, (i) all computations made pursuant to this Agreement shall be made in accordance with GAAP, and (ii) all financial statements shall be prepared in accordance with GAAP.

Section 22.3. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 22.4. Construction, Etc. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained

herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person. For the avoidance of doubt, all Schedules and Exhibits attached to this Agreement shall be deemed to be a part hereof.

Section 22.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

Section 22.6. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

Section 22.7. Priority of Rights. In the event of any conflict between any provisions set forth in this Agreement and the Mortgage, the provisions set forth in this Agreement shall control.

Section 22.8. Jurisdiction and Process; Waiver of Jury Trial. (a) The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Agreement or the Bonds. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Company consents to process being served by or on behalf of any holder of Bonds in any suit, action or proceeding of the nature referred to in Section 22.8(a) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested, to it at its address specified in Section 18 or at such other address of which such holder shall then have been notified pursuant to said Section. The Company agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(c) Nothing in this Section 22.8 shall affect the right of any holder of a Bond to serve process in any manner permitted by law, or limit any right that the holders of any of the Bonds may have to bring proceedings against the Company in the courts of any appropriate jurisdiction

or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(d) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE BONDS, THE MORTGAGE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

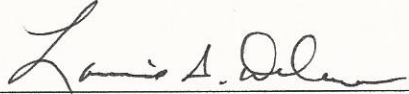
Section 22.9.Appointment of Trustees. The Purchasers hereby appoint The Bank of New York Mellon Trust Company, N.A. to act as Principal Trustee, and appoint UMB Bank & Trust, N.A. to act as Trustee, each hereunder and under the Supplemental Indenture, and The Bank of New York Mellon Trust Company, N.A. and UMB Bank & Trust, N.A. each hereby agree to act in such capacities, all on and subject to the terms and conditions set forth in the Mortgage.

* * * * *

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

THE EMPIRE DISTRICT ELECTRIC COMPANY

By 
Name: Laurie A. Delano
Title: Vice President – Finance and
Chief Financial Officer

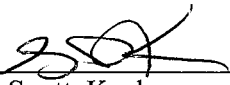
This Agreement is hereby
accepted and agreed to as
of the date hereof.

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By:  _____ (jdm)
Name: Ho Young Lee
Title: Managing Director


This Agreement is hereby
accepted and agreed to as
of the date hereof.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

By:  _____
Name: Scott Kushner
Title: Director

This Agreement is hereby
accepted and agreed to as
of the date hereof.


JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY

By:  _____
Name: Scott Kushner
Title: Director

This Agreement is hereby
accepted and agreed to as
of the date hereof.

CMFG LIFE INSURANCE COMPANY

By: MEMBERS Capital Advisors, Inc.,
acting as Investment Advisor

By: 
Name: Allen R. Cantrell
Title: Managing Director, Investments

SCHEDULE A

**THE EMPIRE DISTRICT ELECTRIC COMPANY
602 S. JOPLIN AVENUE, JOPLIN, MISSOURI 64801**

INFORMATION RELATING TO PURCHASERS

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED AT THE CLOSING
TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA 730 Third Avenue New York, New York 10017	\$30,000,000.00
(1) All payments on or in respect of the First Mortgage Bonds shall be made in immediately available funds on the due date by electronic funds transfer, through the Automated Clearing House System, to:	JPMorgan Chase Bank, N.A. ABA # 021-000-021 Account Number: 900-9-000200 Account Name: Teachers Insurance and Annuity Association of America For Further Credit to the Account Number: G07040 Reference: PPN: /Type Name : Empire District Electric Maturity Date: 2044/Interest Rate: 4.27%/P&I Breakdown
(2) All notices with respect to payments and prepayments of the First Mortgage Bonds shall be sent to:	Teachers Insurance and Annuity Association of America 730 Third Avenue New York, New York 10017 Attention: Securities Accounting Division Phone: (212) 916-5504/2507 Facsimile: (212) 916-4699 With a copy to: JPMorgan Chase Bank, N.A. P.O. Box 35308 Newark, New Jersey 07101

Contemporaneous written confirmation of any electronic funds transfer shall be sent to the above addresses setting forth (1) the full name, private placement number, interest rate and maturity date of the First Mortgage Loan, (2) allocation of payment between principal, interest, Make-Whole Amount, other premium or any special payment and (3) the name and address of the bank from which such electronic funds transfer was sent.

- (3) All notices and communications, including notices with respect to payments and prepayments, shall be delivered or mailed to:

Teachers Insurance and Annuity Association of
America
8500 Andrew Carnegie Blvd, C3-04
Charlotte, NC 28262
Attention: Global Private Markets
Telephone: (704) 988-4349 (Ho-Young Lee)
(212) 916-4000 (General Number)
Facsimile: (704) 988-4916
hlee@tiaa-cref.org

- (4) Taxpayer Identification Number:

13-1624203

- (5) Physical Delivery of the First
Mortgage Bonds:

JPMorgan Chase Bank, N.A.
4 Chase Metrotech Center
3rd Floor
Brooklyn, New York 11245-0001
Attention: Physical Receive Department
For TIAA A/C #G07040

**THE EMPIRE DISTRICT ELECTRIC COMPANY
602 S. JOPLIN AVENUE, JOPLIN, MISSOURI 64801**

INFORMATION RELATING TO PURCHASERS

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED AT THE CLOSING
JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) 197 CLARENDON STREET BOSTON, MA 02116	\$23,000,000.00
(1) All payments to be by bank wire transfer of immediately available funds to:	Bank Name: Bank of New York Mellon ABA Number: 011001234 Account Number: JPPF10010002 Account Name: US PP Collector F008 For Further Credit to: DDA Number 0000048771 On Order of: Name of Issuer, CUSIP/PPN and P&I Breakdown, Full name, interest rate and maturity date of Bonds or other obligations
(2) All notices with respect to payments, prepayments (scheduled and unscheduled, whether partial or in full) and maturity shall be sent to:	John Hancock Financial Services 197 Clarendon Street Boston, MA 02116 Attention: Investment Administration Fax Number: (617) 572-1799 Email: InvestmentAdministration@jhancock.com
(3) All notices and communication with respect to compliance reporting, financial statements and related certifications shall be sent to:	John Hancock Financial Services 197 Clarendon Street Boston, MA 02116 Attention: Bond and Corporate Finance, C-2 Fax Number: (617) 572-0040
(4) All other notices shall be sent to:	John Hancock Financial Services 197 Clarendon Street Boston, MA 02116 Attention: Investment Law, C-3 Fax Number: (617) 572-9269
	and

John Hancock Financial Services
197 Clarendon Street
Boston, MA 02116
Attention: Bond and Corporate Finance, C-2
Fax Number: (617) 572-0040

(5) Taxpayer Identification Number: 01-0233346

**THE EMPIRE DISTRICT ELECTRIC COMPANY
602 S. JOPLIN AVENUE, JOPLIN, MISSOURI 64801**

INFORMATION RELATING TO PURCHASERS

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED AT THE CLOSING
JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY 197 CLARENDON STREET BOSTON, MA 02116	\$2,000,000.00
(1) All payments to be by bank wire transfer of immediately available funds to:	Bank Name: Bank of New York Mellon ABA Number: 011001234 Account Number: JPPF10010002 Account Name: US PP Collector F008 For Further Credit to: DDA Number 0000048771 On Order of: Name of Issuer, CUSIP/PPN and P&I Breakdown, Full name, interest rate and maturity date of Bonds or other obligations
(2) All notices with respect to payments, prepayments (scheduled and unscheduled, whether partial or in full) and maturity shall be sent to:	John Hancock Financial Services 197 Clarendon Street Boston, MA 02116 Attention: Investment Administration Fax Number: (617) 572-1799 Email: InvestmentAdministration@jhancock.com
(3) All notices and communication with respect to compliance reporting, financial statements and related certifications shall be sent to:	John Hancock Financial Services 197 Clarendon Street Boston, MA 02116 Attention: Bond and Corporate Finance, C-2 Fax Number: (617) 572-0040
(4) All other notices shall be sent to:	John Hancock Financial Services 197 Clarendon Street Boston, MA 02116 Attention: Investment Law, C-3 Fax Number: (617) 572-9269
	and

John Hancock Financial Services
197 Clarendon Street
Boston, MA 02116
Attention: Bond and Corporate Finance, C-2
Fax Number: (617) 572-0040

(5) Taxpayer Identification Number: 13-3072894

**THE EMPIRE DISTRICT ELECTRIC COMPANY
602 S. JOPLIN AVENUE, JOPLIN, MISSOURI 64801**

INFORMATION RELATING TO PURCHASERS

NAME AND ADDRESS OF PURCHASER	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED AT THE CLOSING
CMFG LIFE INSURANCE COMPANY 5910 MINERAL POINT ROAD MADISON, WI 53705-4456	\$5,000,000.00
(1) All payments by wire transfer of immediately available funds to: with sufficient information to identify the source and application of such funds.	ABA: 011000028 Bank: State Street Bank Account Name: CMFG Life Insurance Company DDA #: 1662-544-4 Reference Fund: ZT1E (Must be first 4 digits of reference section/Can include Nominee name here)
(2) All notices of payments, wires, audit confirmations, compliance and Financials shall be EMAILED to:	Email: ds-privateplacements@cunamutual.com
(3) All legal communication shall be EMAILED to:	Email: ds-privateplacements@cunamutual.com Email: ralph.gundrum@cunamutual.com
(4) Closing documents sent to:	Please send only one CD for all entities and forward to the address below: **Note** No bound or hard copies sent Members Capital Advisors, Inc. Attn: Private Placements 5910 Mineral Point Road Madison WI 53705-4456
(5) Bonds to be in the name of:	Turnkeys & Co.
(6) Tax ID number:	CMFG Life Insurance Company: 39-0230590 Turnkeys & Co.: 03-0400481

(7) Original Bonds sent to:

DTCC
Newport Office Center
570 Washington Blvd
Jersey City, NJ 07310
5th floor / NY Window / Robert Mendez
FBO: State Street Bank & Trust for account ZT1E

SCHEDULE B

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

“Affiliate” means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person. Unless the context otherwise clearly requires, any reference to an “Affiliate” is a reference to an Affiliate of the Company.

“Agreement” means this Agreement as it may be amended or supplemented from time to time.

“Anti-Corruption Laws” is defined in Section 5.16(d)(1).

“Anti-Money Laundering Laws” is defined in Section 5.16(c).

“Blocked Person” is defined in Section 5.16(a).

“Bonds” is defined in Section 1.

“Business Day” means any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York or Joplin, Missouri are required or authorized to be closed.

“Capital Lease” means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

“CISADA” means the Comprehensive Iran Sanctions, Accountability and Divestment Act.

“Closing” is defined in Section 3.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

“Company” means The Empire District Electric Company, a Kansas corporation or any successor that becomes such in the manner prescribed in Article 12 of the Mortgage.

“Confidential Information” is defined in Section 20.

SCHEDULE B

(to Bond Purchase Agreement)

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Controlled Entity” means (i) any of the Subsidiaries of the Company and any of their or the Company’s respective Controlled Affiliates and (ii) if the Company has a parent company, such parent company and its Controlled Affiliates.

“Default” means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“Default Rate” as defined in the Supplemental Indenture.

“Disclosure Documents” is defined in Section 5.3.

“EDGAR” means the SEC’s Electronic Data Gathering, Analysis and Retrieval System or any successor SEC electronic filing system for such purposes.

“Empire Gas” means The Empire District Gas Company, a Kansas corporation, and a Subsidiary of the Company.

“Environmental Laws” means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that is treated as a single employer together with the Company under section 414 of the Code.

“Event of Default” is defined in Section 11.

“Form 10-K” is defined in Section 7.1(b).

“Form 10-Q” is defined in Section 7.1(a).

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America.

“Governmental Authority” means

- (a) the government of

(i) the United States of America or any state or other political subdivision thereof, or

(ii) any other jurisdiction in which the Company or any Subsidiary conducts all or any part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

“Governmental Official” means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

“Guaranty” means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

“Hazardous Materials” means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law including, but not limited to, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum,

petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

“holder” means, with respect to any Bond, the Person in whose name such Bond is registered in the register maintained by the Company pursuant to Section 13.1, *provided, however*, that if such Person is a nominee, then for the purposes of Sections 7, 12, 17.2 and 18 and any related definitions in this Schedule B, “holder” shall mean the beneficial owner of such Bond whose name and address appears in such register.

“Indebtedness” with respect to any Person means, at any time, without duplication,

(a) its liabilities for borrowed money and its redemption obligations in respect of mandatorily redeemable Preferred Stock;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) the aggregate Swap Termination Value of all Swap Contracts of such Person; and

(g) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (f) hereof.

“INHAM Exemption” is defined in Section 6.2(e).

“Institutional Investor” means (a) any Purchaser of a Bond, (b) any holder of a Bond holding (together with one or more of its affiliates) more than 5% of the aggregate principal amount of the Bonds then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Bond.

“Lien” means, with respect to any Person, any mortgage, lien, pledge, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or Capital Lease, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements).

“Make-Whole Amount” as defined in the Supplemental Indenture.

“Material” means material in relation to the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole.

“Material Adverse Effect” means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole, or (b) the ability of the Company to perform its obligations under this Agreement, the Mortgage and the Bonds, or (c) the validity or enforceability of this Agreement, the Mortgage or the Bonds.

“Mortgage” is defined in Section 1.

“Mortgage Property” is defined in Section 1.

“Multiemployer Plan” means any “multiemployer plan” (as such term is defined in section 4001(a)(3) of ERISA) to which contributions are, or within the preceding five years have been, made or required to be made by the Company or an ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

“NAIC” means the National Association of Insurance Commissioners or any successor thereto.

“OFAC” is defined in Section 5.16(a).

“OFAC Listed Person” is defined in Section 5.16(a).

“OFAC Sanctions Program” means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

“Officer’s Certificate” means a certificate of a Senior Financial Officer or of any other officer of the Company whose responsibilities extend to the subject matter of such certificate.

“Original Mortgage” is defined in Section 1.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA or any successor thereto.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

“Plan” means an “employee benefit plan” (as defined in section 3(3) of ERISA), other than a Multiemployer Plan, subject to Title I of ERISA that is, or within the preceding five years has been, established or maintained, or to which contributions are, or within the preceding five years have been, made or required to be made by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

“Preferred Stock” means any class of capital stock of a Person that is preferred over any other class of capital stock (or similar equity interests) of such Person as to the payment of dividends or the payment of any amount upon liquidation or dissolution of such Person.

“Principal Trustee” is defined in Section 1.

“property” or **“properties”** means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

“PTE” is defined in Section 6.2(a).

“Purchaser” or **“Purchasers”** means each of the purchasers that has executed and delivered this Agreement to the Company and such Purchaser’s successors and assigns (so long as any such assignment complies with Section 13.2), *provided, however*, that any Purchaser of a Bond that ceases to be the registered holder or a beneficial owner (through a nominee) of such Bond as the result of a transfer thereof pursuant to Section 13.2 shall cease to be included within the meaning of “Purchaser” of such Bond for the purposes of this Agreement upon such transfer.

“Qualified Institutional Buyer” means any Person who is a “qualified institutional buyer” within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

“QPAM Exemption” is defined in Section 6.2(d).

“Related Fund” means, with respect to any holder of any Bond, any fund or entity that (i) invests in Securities or bank loans, and (ii) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

“Required Holders” means at any time (i) prior to the Closing, the Purchasers and (ii) on or after the Closing, the holders of at least 50.1% in principal amount of the Bonds at the time outstanding (exclusive of Bonds then owned by the Company or any of its Affiliates).

“Responsible Officer” means any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

“SEC” means the Securities and Exchange Commission of the United States, or any successor thereto.

“Securities” or **“Security”** shall have the meaning specified in section 2(1) of the Securities Act.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“Senior Financial Officer” means the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

“Significant Subsidiary” means at any time any Subsidiary of the Company that would at such time constitute a “significant subsidiary” (as such term is defined in Regulation S-X, Rule 1-02(w) of the SEC as in effect on the date of the Closing) of the Company.

“Source” is defined in Section 6.2.

“Subsidiary” means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a “Subsidiary” is a reference to a Subsidiary of the Company.

“Supplemental Indenture” is defined in Section 1.

“SVO” means the Securities Valuation Office of the NAIC or any successor to such Office.

“Swap Contract” means (a) any and all interest rate swap transactions, basis swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward foreign exchange transactions, cap transactions, floor transactions, currency options, spot contracts or any other similar transactions or any of the foregoing (including, without limitation, any options to enter into any of the foregoing), and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc. or any International Foreign Exchange Master Agreement.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for

any date prior to the date referenced in clause (a), the amounts(s) determined as the mark-to-market values(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

“Synthetic Lease” means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for U.S. federal income tax purposes, other than any such lease under which such Person is the lessor.

“Trustee” is defined in Section 1.

“USA PATRIOT Act” means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“U.S. Economic Sanctions” is defined in Section 5.16(a).

“Wholly-Owned Subsidiary” means, at any time, any Subsidiary all of the equity interests (except directors’ qualifying shares) and voting interests of which are owned by any one or more of the Company and the Company’s other Wholly-Owned Subsidiaries at such time.

Exhibit 1
Form of Supplemental Indenture

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**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

Fortieth Supplemental Indenture

Dated as of December 1, 2014

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

\$60,000,000

First Mortgage Bonds, 4.27% Series due 2044

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

Legal Description: pages 9-10

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

46 **FORTIETH SUPPLEMENTAL INDENTURE**, dated as of December 1, 2014, be-
 47 tween The Empire District Electric Company, a corporation organized and existing under the laws of the
 48 State of Kansas (hereinafter called the “Company”), party of the first part, and The Bank of New York
 49 Mellon Trust Company, N.A., a national banking association organized under the laws of the United
 50 States of America and located in the State of California with a trust office at 2 N. LaSalle Street, Suite
 51 1020, in the City of Chicago, Illinois, and UMB Bank & Trust, N.A., a national banking association orga-
 52 nized and existing under the laws of the United States of America and having its principal corporate trust
 53 office in the City of St. Louis, Missouri (hereinafter sometimes called respectively the “Principal Trustee”
 54 and the “Missouri Trustee” and together the “Trustees” and each thereof a “Trustee”), as Trustees, parties
 55 of the second part.

56 WHEREAS the Company has heretofore executed and delivered to the Trustees its In-
 57 denture of Mortgage and Deed of Trust, dated as of September 1, 1944 (hereinafter sometimes referred to
 58 as the “Original Indenture”), to secure an issue of First Mortgage Bonds of the Company, issuable in se-
 59 ries; and

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

<u>Title</u>	<u>Dated</u>
63 First Supplemental Indenture	as of June 1, 1946
64 Second Supplemental Indenture.....	as of January 1, 1948
65 Third Supplemental Indenture	as of December 1, 1950
66 Fourth Supplemental Indenture.....	as of December 1, 1954
67 Fifth Supplemental Indenture.....	as of June 1, 1957
68 Sixth Supplemental Indenture.....	as of February 1, 1968
69 Seventh Supplemental Indenture	as of April 1, 1969
70 Eighth Supplemental Indenture.....	as of May 1, 1970
71 Ninth Supplemental Indenture	as of July 1, 1976
72 Tenth Supplemental Indenture	as of November 1, 1977
73 Eleventh Supplemental Indenture	as of August 1, 1978
74 Twelfth Supplemental Indenture.....	as of December 1, 1978
75 Thirteenth Supplemental Indenture.....	as of November 1, 1979
76 Fourteenth Supplemental Indenture	as of September 15, 1983
77 Fifteenth Supplemental Indenture.....	as of October 1, 1988
78 Sixteenth Supplemental Indenture	as of November 1, 1989
79 Seventeenth Supplemental Indenture.....	as of December 1, 1990
80 Eighteenth Supplemental Indenture	as of July 1, 1992
81 Nineteenth Supplemental Indenture.....	as of May 1, 1993
82 Twentieth Supplemental Indenture	as of June 1, 1993
83 Twenty-First Supplemental Indenture	as of October 1, 1993
84 Twenty-Second Supplemental Indenture	as of November 1, 1993
85 Twenty-Third Supplemental Indenture.....	as of November 1, 1993
86 Twenty-Fourth Supplemental Indenture	as of March 1, 1994
87 Twenty-Fifth Supplemental Indenture	as of November 1, 1994
88 Twenty-Sixth Supplemental Indenture	as of April 1, 1995
89 Twenty-Seventh Supplemental Indenture.....	as of June 1, 1995
90 Twenty-Eighth Supplemental Indenture	as of December 1, 1996
91 Twenty-Ninth Supplemental Indenture.....	as of April 1, 1998
92 Thirtieth Supplemental Indenture	as of July 1, 1999

93 Thirty-First Supplemental Indenture.....as of March 26, 2007
94 Thirty-Second Supplemental Indentureas of March 11, 2008
95 Thirty-Third Supplemental Indentureas of May 16, 2008
96 Thirty-Fourth Supplemental Indentureas of March 27, 2009
97 Thirty-Fifth Supplemental Indentureas of May 28, 2010
98 Thirty-Sixth Supplemental Indenture.....as of August 25, 2010
99 Thirty-Seventh Supplemental Indentureas of June 9, 2011
100 Thirty-Eighth Supplemental Indentureas of April 2, 2012
101 Thirty-Ninth Supplemental Indenture.....as of May 30, 2013

102 some for the purpose of creating an additional series of bonds and of conveying additional property of the
103 Company, and some for the purpose of modifying or amending provisions of the Original Indenture (the
104 Original Indenture, all said Supplemental Indentures (other than the Thirtieth Supplemental Indenture,
105 which did not become effective) and this Supplemental Indenture are herein collectively called the “In-
106 denture”); and

107 WHEREAS the Company has acquired certain additional property hereinafter described
108 or mentioned and, in compliance with its covenants in the Original Indenture, desires, by this Fortieth
109 Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Inden-
110 ture; and

111 WHEREAS as provided by the Original Indenture, the Board of Directors of the Compa-
112 ny, by resolution, has authorized a new series of bonds, to mature on December 1, 2044, to be designated
113 as “First Mortgage Bonds, 4.27% Series due 2044,” and has authorized provisions permitted by the Orig-
114 inal Indenture in respect of the bonds of said series; and

115 WHEREAS the Company and the initial purchasers of the First Mortgage Bonds, 4.27%
116 Series due 2044 have entered into the Bond Purchase Agreement, dated as of October [], 2014 (the
117 “Bond Purchase Agreement”) pursuant to which the Company agreed to issue and sell to each purchaser
118 party thereto, and each such purchaser agreed to purchase from the Company at the Closing (as defined in
119 the Bond Purchase Agreement) First Mortgage Bonds, 4.27% Series due 2044 in the principal amount
120 specified opposite such purchaser’s name in Schedule A to the Bond Purchase Agreement; and

121 WHEREAS the Board of Directors of the Company has authorized the Company to enter
122 into this Fortieth Supplemental Indenture (herein sometimes referred to as “this Fortieth Supplemental
123 Indenture” or “this Supplemental Indenture”) conveying to the Trustees and subjecting to the lien of the
124 Indenture the property hereinafter described or mentioned, creating and designating the new series of
125 bonds, and specifying the form and provisions of the bonds of said series provided or permitted by the
126 Original Indenture; and

127 WHEREAS the texts of the First Mortgage Bonds, 4.27% Series due 2044, and of the
128 Principal Trustee’s Certificate of Authentication to be endorsed thereon are to be substantially in the
129 forms following, respectively:

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[FORM OF BOND]
[FACE]
THE EMPIRE DISTRICT ELECTRIC COMPANY
FIRST MORTGAGE BOND
4.27% SERIES DUE 2044
DUE DECEMBER 1, 2044

136 No. _____
137

\$ _____
PPN: _____

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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) December 1, 2044, _____ Dollars (\$ _____) at its office or agency in the City of New York, New York, and to pay interest thereon at said office or agency at the rate of 4.27% per annum from the date of issuance of this bond, or from the most recent interest payment date to which interest has been paid or duly provided for on the bonds of this series, semi-annually on each December 1 and June 1, commencing on June 1, 2015, 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 any December 1 and June 1 shall, subject to certain exceptions provided in the Fortieth 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 November 16 or May 16 next preceding December 1 or June 1. Notwithstanding anything in the Original Indenture or this Supplemental Indenture to the contrary, the principal and the redemption price, including the Make-Whole Amount, if any, of, and interest on, the First Mortgage Bonds, 4.27% Series due 2044 shall be payable by Federal funds bank wire transfer of immediately available funds in accordance with the provisions of, and so long as required by, Section 14.2 of the Bond Purchase Agreement, dated as of October [], 2014, between the Company and the purchasers of the First Mortgage Bonds, 4.27% Series due 2044 (the “Bond Purchase Agreement”) or, in the event Section 14.2 shall no longer be applicable, in accordance with the provisions of the Original Indenture. Interest on interest and principal which is overdue shall bear interest at that rate of interest that is 2.00% per annum above the rate of interest specified in the title of this series of bonds.

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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.

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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.

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

169 Dated:

170 THE EMPIRE DISTRICT ELECTRIC COMPANY

171 By _____
172 Name:
173 Title:

174 Attest:

175 _____
176 Name:
177 Title:

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[FORM OF BOND]
[REVERSE]

181 This bond is one of an issue of bonds of the Company, known as its First Mortgage
182 Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any
183 sinking, amortization, improvement or other fund established in accordance with the provisions of the
184 indenture hereinafter mentioned may afford additional security for the bonds of any particular series) by a
185 certain indenture of mortgage and deed of trust, dated as of September 1, 1944, made by the Company to
186 The Bank of New York Mellon Trust Company, N.A. (the “Principal Trustee”) and UMB Bank & Trust,
187 N.A., as Trustees (hereinafter collectively called the “Trustees”), as supplemented from time to time (said
188 indenture of mortgage and deed of trust and all indentures supplemental thereto being hereinafter collec-
189 tively called the “Indenture”), to which Indenture reference is hereby made for a description of the prop-
190 erty mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company,
191 the Trustees, and the holders of said bonds, and the terms and conditions upon which said bonds are se-
192 cured, to all of the provisions of which Indenture, including the provisions permitting the issuance of
193 bonds of any series for property which, under the restrictions and limitations therein specified, may be
194 subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. This bond is
195 one of a series of bonds designated as the First Mortgage Bonds, 4.27% Series due 2044, of the Company.
196 The bonds of this series are also subject to the terms and conditions of the Bond Purchase Agreement.

197 The Company may, at its option, redeem some or all of the bonds of this series at any
198 time; provided, that the Company may not redeem less than 5% of the aggregate principal amount of the
199 bonds of this series then outstanding in the case of a partial redemption. If the Company redeems the
200 bonds of this series prior to their maturity, the Company must pay the holders thereof a redemption price
201 equal to 100% of the principal amount of the bonds of this series to be redeemed and a “Make-Whole
202 Amount”, which will be calculated as described below.

203 “Make-Whole Amount” means, with respect to any First Mortgage Bonds, 4.27% Series due
204 2044, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled
205 Payments with respect to the Called Principal of such First Mortgage Bonds, 4.27% Series due
206 2044 over the amount of such Called Principal, provided that the Make-Whole Amount may in no
207 event be less than zero. For the purposes of determining the Make-Whole Amount, the following
208 terms have the following meanings:

209 “Called Principal” means, with respect to any First Mortgage Bonds, 4.27% Series due 2044,
210 the principal of such First Mortgage Bonds, 4.27% Series due 2044 that is to be redeemed or
211 has become or is declared to be immediately due and payable pursuant to the terms of the
212 Bond Purchase Agreement.

213 “Discounted Value” means, with respect to the Called Principal of any First Mortgage
214 Bonds, 4.27% Series due 2044, the amount obtained by discounting all Remaining Sched-
215 uled Payments with respect to such Called Principal from their respective scheduled due
216 dates to the Settlement Date with respect to such Called Principal, in accordance with ac-
217 cepted financial practice and at a discount factor (applied on the same periodic basis as that
218 on which interest on the First Mortgage Bonds, 4.27% Series due 2044 is payable) equal to
219 the Reinvestment Yield with respect to such Called Principal.

220 “Reinvestment Yield” means, with respect to the Called Principal of any First Mortgage
221 Bonds, 4.27% Series due 2044, 0.50% over the yield to maturity implied by (i) the yields re-
222 ported as of 10:00 a.m. (New York City time) on the second Business Day (as defined in the
223 Bond Purchase Agreement) preceding the Settlement Date with respect to such Called Prin-

224 cipal, on the display designated as “Page PX1” (or such other display as may replace Page
225 PX1) on Bloomberg Financial Markets for the most recently issued actively traded on-the-
226 run U.S. Treasury securities (“Reported”) having a maturity equal to the Remaining Average
227 Life of such Called Principal as of such Settlement Date. If there are no such U.S. Treasury
228 securities Reported having a maturity equal to such Remaining Average Life, then such im-
229 plied yield to maturity will be determined by (a) converting U.S. Treasury bill quotations to
230 bond equivalent yields in accordance with accepted financial practice and (b) interpolating
231 linearly between the yields Reported for the applicable most recently issued actively traded
232 on-the-run U.S. Treasury securities with the maturities (1) closest to and greater than such
233 Remaining Average Life and (2) closest to and less than such Remaining Average Life. The
234 Reinvestment Yield shall be rounded to the number of decimal places as appears in the inter-
235 est rate of the First Mortgage Bonds.

236 If such yields are not Reported or the yields Reported as of such time are not ascertainable
237 (including by way of interpolation), then “Reinvestment Yield” means, with respect to the
238 Called Principal of any First Mortgage Bonds, 0.50% over the yield to maturity implied by
239 the U.S. Treasury constant maturity yields reported, for the latest day for which such yields
240 have been so reported as of the second Business Day preceding the Settlement Date with re-
241 spect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any compara-
242 ble successor publication) for the U.S. Treasury constant maturity having a term equal to the
243 Remaining Average Life of such Called Principal as of such Settlement Date. If there is no
244 such U.S. Treasury constant maturity having a term equal to such Remaining Average Life,
245 such implied yield to maturity will be determined by interpolating linearly between (1) the
246 U.S. Treasury constant maturity so reported with the term closest to and greater than such
247 Remaining Average Life and (2) the U.S. Treasury constant maturity so reported with the
248 term closest to and less than such Remaining Average Life. The Reinvestment Yield shall
249 be rounded to the number of decimal places as appears in the interest rate of the First Mort-
250 gage Bonds.

251 “Remaining Average Life” means, with respect to any Called Principal, the number of years
252 obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by
253 multiplying (a) the principal component of each Remaining Scheduled Payment with respect
254 to such Called Principal by (b) the number of years, computed on the basis of a 360-day year
255 composed of twelve 30-day months and calculated to two decimal places, that will elapse be-
256 tween the Settlement Date with respect to such Called Principal and the scheduled due date
257 of such Remaining Scheduled Payment.

258 “Remaining Scheduled Payments” means, with respect to the Called Principal of any First
259 Mortgage Bonds, 4.27% Series due 2044, all payments of such Called Principal and interest
260 thereon that would be due after the Settlement Date with respect to such Called Principal if
261 no payment of such Called Principal were made prior to its scheduled due date, provided that
262 if such Settlement Date is not a date on which interest payments are due to be made under
263 the First Mortgage Bonds, 4.27% Series due 2044, then the amount of the next succeeding
264 scheduled interest payment will be reduced by the amount of interest accrued to such Set-
265 tlement Date and required to be paid on such Settlement Date.

266 “Settlement Date” means, with respect to the Called Principal of any First Mortgage Bonds,
267 4.27% Series due 2044, the date of redemption or the date on which such Called Principal
268 has become or is declared to be immediately due and payable pursuant to the terms of the
269 Bond Purchase Agreement, as the context requires.

270 When the Company redeems the bonds or the bonds become or are declared to be imme-
271 diately due and payable, the Company must also pay all interest on such bonds that has accrued to such
272 Settlement Date.

273 The Company shall give written notice to holders of bonds of this series to be redeemed
274 by first-class mail at least 30 days but not more than 60 days prior to the date fixed for redemption. Each
275 such notice shall specify such date (which shall be a Business Day (as defined in the Bond Purchase
276 Agreement)), the aggregate principal amount of the First Mortgage Bonds to be prepaid on such date, the
277 principal amount of the First Mortgage Bonds held by such holder to be prepaid (determined in accord-
278 ance with Section 8.2 of the Bond Purchase Agreement), and the interest to be paid on the redemption
279 date with respect to such principal amount being prepaid, and shall be accompanied by a certificate of a
280 Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such prepay-
281 ment (calculated as if the date of such notice were the date of the prepayment), setting forth the details of
282 such computation. Two Business Days prior to such prepayment, the Company shall deliver to each
283 holder of First Mortgage Bonds a certificate of a Senior Financial Officer specifying the calculation of
284 such Make-Whole Amount as of the specified redemption date.

285 In the case of each partial redemption of the First Mortgage Bonds of this series, the prin-
286 cipal amount of the First Mortgage Bonds of this series to be prepaid shall be allocated among all of the
287 First Mortgage Bonds of this series at the time outstanding in proportion, as nearly as practicable, to the
288 respective unpaid principal amounts thereof not theretofore called for redemption.

289 In the case of each redemption of First Mortgage Bonds of this series pursuant to the
290 terms hereof, the principal amount of each bond to be prepaid shall mature and become due and payable
291 on the date fixed for such prepayment, together with interest on such principal amount accrued to such
292 date and the applicable Make-Whole Amount, if any. From and after such date, unless the Company shall
293 fail to pay such principal amount when so due and payable, together with the interest and Make-Whole
294 Amount, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any First Mortgage
295 Bonds of this series paid or prepaid in full shall be surrendered to the Company and cancelled and shall
296 not be reissued.

297 The principal of this bond may be declared or may become due before the maturity here-
298 of, on the conditions, in the manner and at the times set forth in (i) the Indenture, upon the happening of a
299 default, as therein defined or (ii) the Bond Purchase Agreement, upon the happening of an Event of De-
300 fault, as therein defined.

301 This bond is transferable by the registered owner hereof in person or by his duly author-
302 ized attorney at the principal corporate trust office of the Principal Trustee, upon surrender and cancella-
303 tion of this bond, and thereupon one or more new bonds of this series (as requested by the holder thereof),
304 in an aggregate principal amount equal to the unpaid principal amount of the surrendered bond(s), will be
305 issued to the transferee in exchange therefor, as provided in, and subject to the terms of, the Indenture and
306 the Bond Purchase Agreement. If this bond is transferred or exchanged between a record date, as defined
307 in the aforementioned Fortieth Supplemental Indenture and the interest payment date in respect thereof,
308 the new bond or bonds shall bear interest from such interest payment date unless the interest payable on
309 such date is not duly paid or provided for on such date. The Company and the Trustees and any paying
310 agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof
311 for the purpose of receiving payment as herein provided and for all other purposes. This bond, alone or
312 with other bonds of this series, may in like manner be exchanged at such office or agency for one or more
313 new bonds of this series in authorized denominations, of the same aggregate principal amount, all as pro-
314 vided in the Indenture and the Bond Purchase Agreement. Upon each such transfer or exchange the
315 Company may require the payment of any stamp or other tax or governmental charge incident thereto.

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

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[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, 4.27% Series due 2044, 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 FORTIETH SUPPLEMENTAL INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons attached thereto, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto 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:

1. A tract of land being located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 10, Township 26 North, Range 29 West, all in Newton County, Missouri, being described more fully as follows:

Commencing at a found 5/8" iron pin at the Northeast Corner of the Northeast Quarter of the said Section 10; thence S01°09'45"W along the East line of said Section 10, 208.69 feet to the point of beginning; thence continuing S01°09'45"W along the East line of said Section 10, 417.42 feet; thence S01°09'45"W along the East line of said Section 10, 417.42 feet; thence N88°33'23"W, 30.19 feet to an iron pin set on the westerly right-of-way for State Highway JJ; thence continuing N88°33'23"W, 178.52 feet to a set iron pin; thence N01°10'12"E, 417.42 feet more or less to a found iron pin at the Southwest corner of an existing Empire District Electric Company tract; thence S88°33'23"E along the South line of an existing Empire District Electric Company Tract, 179.01 feet to a found iron pin at the Southeast Corner of said existing tract;

372 thence continuing S88°33'23"E, 2.09 feet to a set iron pin on the westerly right-of-way
373 for the State Highway JJ; thence continuing S88°33'23"E, 27.56 to the point of begin-
374 ning.
375

376 Subject to easements, rights-of-way, and protective covenants of record, if any.
377

378 Subject to all prior mineral reservations and oil and gas leases.
379

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

383 TOGETHER with all and singular the tenements, hereditaments and appurtenances be-
384 longing or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the re-
385 version and reversions, remainder and remainders and (subject to the provisions of § 8.01 of the Original
386 Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the es-
387 tate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now
388 has or may hereafter acquire in and to the aforesaid mortgaged property, and every part and parcel there-
389 of;

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

394 TO HAVE AND TO HOLD the same, unto the Trustees and their and each of their re-
395 spective successors and assigns forever;

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

400 PROVIDED, HOWEVER, and these presents are upon the condition that, if the Compa-
401 ny, its successors or assigns, shall pay or cause to be paid unto the holders of the bonds the principal and
402 interest, and premium (including the Make-Whole Amount (as specified in the form of Bond set forth in
403 this Supplemental Indenture)), if any, to become due in respect thereof at the times and in the manner
404 stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants
405 and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on
406 the part of the Company, then the Indenture and the estate and rights thereby granted shall cease, deter-
407 mine and be void, otherwise to be and remain in full force and effect.

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

411 **ARTICLE I**
412 **CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS,**
413 **4.27% SERIES DUE 2044**

414 Section 1. A new series of bonds to be issued under and secured by the Indenture is
415 hereby created, to be designated as First Mortgage Bonds, 4.27% Series due 2044 (herein sometimes
416 called the “Bonds of the New Series” or “Bonds”). The Bonds of the New Series shall be issued in an
417 aggregate principal amount of Sixty Million Dollars (\$60,000,000) on the Closing (as defined in the Bond
418 Purchase Agreement), excluding any Bonds of the New Series which may be authenticated in lieu of or in
419 substitution or exchange for other Bonds of the New Series pursuant to the provisions of *Article 2* or of
420 § 15.09 of the Original Indenture. Said Bonds and the certificate of authentication of the Principal Trust-
421 tee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively.
422 Each Bond shall be dated as of the date of its authentication and all Bonds of the New Series shall mature
423 December 1, 2044 and shall bear interest at the rate of 4.27% per annum payable semi-annually on each
424 December 1 and June 1, commencing on June 1, 2015. Interest on interest and principal which is overdue
425 shall bear interest at that rate of interest that is 2.00% per annum above the rate of interest specified in the
426 title of the Bonds (the “Default Rate”). Both principal and interest shall be payable at the principal office
427 of the Principal Trustee in New York, New York, and in any coin or currency of the United States of
428 America which at the time of payment shall be legal tender for the payment of public and private debts.

429 The holder of any Bond on any record date (as hereinbelow defined) with respect to any
430 interest payment date shall be entitled to receive the interest payable on such interest payment date not-
431 withstanding the cancellation of such Bond upon any exchange or transfer thereof subsequent to the rec-
432 ord date and prior to such interest payment date, except if and to the extent that the Company shall default
433 in the payment of the interest due on such interest payment date, in which case such defaulted interest
434 shall be paid to the person in whose name such Bond (or any Bond or Bonds issued upon transfer or ex-
435 change thereof) is registered on a date fixed by the Company, which shall be not more than fifteen and
436 less than ten days before the date of payment of such defaulted interest. The term “record date” as used in
437 this Section with respect to any interest payment date shall mean the close of business on November 16 or
438 May 16, as the case may be, next preceding such interest payment date, whether or not such record date
439 shall be Business Day (as defined in the Bond Purchase Agreement).

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

443 Bonds of the New Series shall be registered Bonds in definitive form without coupons in
444 denominations of \$100,000 and integral multiples of \$1,000 in excess thereof which may be executed by
445 the Company and delivered to the Principal Trustee for authentication and delivery.

446 The Bonds of the New Series shall be registrable and interchangeable at the principal
447 corporate trust office of the Principal Trustee, in the manner and upon the terms set forth in Section 13 of
448 the Bond Purchase Agreement and § 2.05 of the Original Indenture, upon payment of such an amount as
449 shall be sufficient to reimburse the Company for, or to pay, any stamp or other tax or governmental
450 charge incident thereto.

451 Notwithstanding the provisions of § 2.08 of the Original Indenture, but subject to Section
452 13.4 of the Bond Purchase Agreement, no service or other charge shall be made for any exchange or
453 transfer of any Bond of the New Series.

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

459 **ARTICLE II**

460
461 **OPTIONAL REDEMPTION OF BONDS OF THE NEW SERIES**

462 Section 1. The Bonds of the New Series, in the manner provided in *Article 5* of the
463 Original Indenture, shall be redeemable at any time prior to maturity, in whole or in part, at the option of
464 the Company, at the principal amount of the bonds to be redeemed and a Make-Whole Amount, together
465 with accrued and unpaid interest, if any, to the date fixed for redemption; provided, that the Company
466 may not redeem less than 5% of the aggregate principal amount of the Bonds of the New Series then out-
467 standing in the case of a partial redemption.

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

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

476 **ARTICLE III**

477
478 **BOND PURCHASE AGREEMENT**

479 Section 1. Reference is made to Sections 7, 8, 9, 10, 11, 12, 13, 14 and 17 of the
480 Bond Purchase Agreement for certain provisions governing the rights and obligations of the Company,
481 the Trustee and the holders of the Bonds. Such provisions are deemed to be incorporated in this Article
482 III by reference as if set forth herein at length, so long as any of the Bonds remain outstanding.

483 **ARTICLE IV**

484
485 **CHANGE OF CONTROL**

486 Section 1. So long as any of the Bonds remain outstanding, the Company will, within
487 five Business Days after any Responsible Officer (as defined in the Bond Purchase Agreement) becoming
488 aware of the occurrence of any Change of Control (as defined below), give written notice of such Change
489 of Control to the Principal Trustee and to each holder of the Bonds. If a Change of Control has occurred,
490 such notice shall contain and constitute an offer to purchase the Bonds as described in Section 2 of this
491 Article IV and shall be accompanied by the certificate described in Section 5 of this Article IV.

492 Section 2. The offer to purchase the Bonds contemplated by Section 1 of this Article
493 IV shall be an offer to purchase, in accordance with and subject to this Article IV, all, but not less than all,
494 Bonds held by each holder (in this case, "holder" in respect of any Bonds registered in the name of a
495 nominee for a disclosed beneficial owner shall mean such beneficial owner) on a date specified in such

496 offer (the “Proposed Purchase Date”), which date shall be not less than 30 days and not more than 60 days
497 after the date of such offer.

498 Section 3. A holder of Bonds may accept or reject the offer to purchase made pursu-
499 ant to this Article IV by causing a notice of such acceptance or rejection to be delivered to the Company
500 at least five Business Days prior to the Proposed Purchase Date. A failure by a holder of Bonds to so re-
501 spond to an offer to purchase made pursuant to this Article IV shall be deemed to constitute a rejection of
502 such offer by such holder.

503 Section 4. Purchase of the Bonds to be purchased pursuant to this Article IV shall be
504 at 100% of the principal amount of such Bonds, together with accrued and unpaid interest on such Bonds
505 accrued to the date of purchase, but without any Make-Whole Amount. The purchase shall be made on
506 the Proposed Purchase Date.

507 Section 5. Each offer to purchase the Bonds pursuant to this Article IV shall be ac-
508 companied by a certificate, executed by a Senior Financial Officer (as defined in the Bond Purchase
509 Agreement) and dated the date of such offer, specifying (1) the Proposed Purchase Date, (2) that such of-
510 fer is made pursuant to this Article IV, (3) the principal amount of each Bond offered to be purchased,
511 (4) the interest that would be due on each Bond offered to be purchased, accrued to the Proposed Pur-
512 chase Date, (5) that the conditions of this Article IV have been fulfilled and (6) in reasonable detail, the
513 nature and date of the Change of Control.

514 Section 6. “Change of Control” shall mean, in respect of the Company, if (1)(i) any
515 person (as such term is used in Section 13(d) and Section 14(d)(2) of the Securities Exchange Act of
516 1934, as in effect on the date of the Closing (for purposes of this Article IV, the “Exchange Act”) or re-
517 lated persons constituting a group (as such term is used in Section 13d-5 under the Exchange Act), be-
518 comes the “beneficial owners” (as such term is used in Rule 13d-3 under the Exchange Act), directly or
519 indirectly, of more than 50% of the total voting power of all classes then outstanding of the voting stock
520 of the Company or (ii) the Company sells, leases, transfers, conveys or otherwise disposes of (including
521 by way of merger or consolidation), in one or a series of related transactions, all or substantially all of its
522 assets to any person (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) and (2) after
523 giving effect to the occurrence of any such event, the Company or the person (as such term is used in Sec-
524 tions 13(d) and 14(d) of the Exchange Act) that has acquired all or substantially all of the assets of the
525 Company, shall (i) have an unsecured (unenhanced) long-term debt rating of (x) “BB+” or lower by
526 Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. (“S&P”) or (y) “Ba1” or lower by
527 Moody’s Investors Service, Inc. (“Moody’s”) or (ii) be rated by neither S&P nor Moody’s.

528 **ARTICLE V**

529
530 **NO SINKING AND IMPROVEMENT FUND FOR BONDS OF THE NEW SERIES**

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

532 **ARTICLE VI**

533
534 **DIVIDENDS AND SIMILAR DISTRIBUTIONS**

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

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

540 **ARTICLE VII**

541

542 **THE TRUSTEES**

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

550 **ARTICLE VIII**

551

552 **MISCELLANEOUS PROVISIONS**

553 Section 1. If the date for making any payment of principal, interest or premium (in-
554 cluding Make-Whole Amount), if any, as provided in this Supplemental Indenture, shall not be a Business
555 Day, such payment may be made on the next succeeding Business Day, with the same force and effect as
556 if done on the nominal date provided in this Supplemental Indenture, and no interest shall accrue for the
557 period after such nominal date; *provided*, that if the maturity date of any bond is a date other than a Busi-
558 ness Day, the payment otherwise due on such maturity date shall be made on the next succeeding Busi-
559 ness Day and shall include the additional days elapsed in the computation of interest payable on such next
560 succeeding Business Day.

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

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

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

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

586 THE EMPIRE DISTRICT ELECTRIC COMPANY

587 By _____
588 Name: Laurie A. Delano
589 Title: Vice President - Finance and
590 Chief Financial Officer

591 [Corporate Seal]

592 Attest:

593 _____
594 Name: Janet S. Watson
595 Title: Secretary-Treasurer

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

599 _____
600 Name:

601 _____
602 Name:

603
604

605
606

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

607
608
609

By _____
Name:
Title:

610 [Corporate Seal]

611 Attest:

612 _____
613 Name:
614 Title:

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

619 _____
620 Name:

621 _____
622 Name:

623

624

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

625

By _____

626

Name:

627

Title:

628 [Corporate Seal]

629 Attest:

630

631 Name:

632 Title:

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

636

637 Name:

638

639 Name:

640 State of Missouri)
641) ss.:
642 County of Jasper)

643 Be It Remembered, and I do hereby certify, that on this [] day of December, 2014, be-
644 fore me, a Notary Public in and for the County and State aforesaid, personally appeared Laurie A. Delano,
645 the Vice President - Finance and Chief Financial Officer of The Empire District Electric Company, a
646 Kansas corporation, and Janet S. Watson, the Secretary-Treasurer of said corporation, who are both to me
647 personally known, and both personally known to me to be such officers and to be the identical persons
648 whose names are subscribed to the foregoing instrument as such Vice President - Finance and Chief Fi-
649 nancial Officer and Secretary-Treasurer, respectively, and as the persons who subscribed the name and
650 affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing
651 instrument as its Vice President - Finance and Chief Financial Officer and Secretary-Treasurer, and they
652 each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, pur-
653 poses and consideration therein set forth and expressed, and in the capacities therein stated, as their free
654 and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

655 And the said Laurie A. Delano and Janet S. Watson, being each duly sworn by me, sever-
656 ally deposed and said: that they reside in City of Joplin, Missouri; that they were at that time Vice Presi-
657 dent - Finance and Chief Financial Officer and Secretary-Treasurer, of said corporation; that they knew
658 the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal,
659 and was thereto affixed by said Secretary-Treasurer, and the said instrument was signed by said Vice
660 President - Finance and Chief Financial Officer, in pursuance of the power and authority granted them by
661 the By-Laws of said corporation, and by authority of the Board of Directors thereof.

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

664 My commission expires []

665 [Notarial Seal]

666 _____
667 Notary Public

668 [Notary Details]

669 State of Illinois)
670) ss.:
671 County of Cook)

672 Be It Remembered, and I do hereby certify, that on the[] day of December, 2014,
673 before me, a Notary Public in and for the County and State aforesaid, personally appeared [], a
674 [____] of The Bank of New York Mellon Trust Company, N.A., a national banking association
675 organized under the laws of the United States of America and [], a [] of said association, who are
676 both to me personally known, and both personally known to me to be such officers and to be the identical
677 persons whose names are subscribed to the foregoing instrument as [] and as the persons who
678 subscribed the name and affixed the seal of said The Bank of New York Mellon Trust Company, N.A.,
679 one of the makers thereof, to the foregoing instrument as its [], and they each acknowledged to me
680 that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration
681 therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and
682 deed, and as the free and voluntary act and deed of said association.

683 And the said [] and [], being each duly sworn by me, severally deposed and said:
684 that they reside in [] and [], respectively; that they were at that time each a [] of said
685 association; that they knew the corporate seal of said association, and that the seal affixed to said
686 instrument was such corporate seal, and was thereto affixed by said [] and the said instrument was
687 signed by said [] in pursuance of the power and authority granted them by the By-Laws of said
688 association, and by authority of the Board of Directors thereof.

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

691 My commission expires: []

692 [Notarial Seal]

693 _____
694 Notary Public

695 "OFFICIAL SEAL"

696
697 [Notary Details]

698 State of Missouri)
699) ss.:
700 City of St. Louis)

701 Be It Remembered, and I do hereby certify, that on this [] day of December, 2014, be-
702 fore me, a Notary Public in and for the County and State aforesaid, personally appeared [], [] of
703 UMB Bank & Trust, N.A., a national banking association organized under the laws of the United States
704 of America, and [], [] of said association, who are both to me personally known, and both per-
705 sonally known to me to be such officers and to be the identical persons whose names are subscribed to the
706 foregoing instrument as such [], respectively, and as the persons who subscribed the name and affixed
707 the seal of said UMB Bank & Trust, N.A. one of the makers thereof, to the foregoing instrument as its
708 [] and [], and they each acknowledged to me that they, being thereunto duly authorized, executed
709 the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities
710 therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said
711 association.

712 And the said [] and [], being each duly sworn by me, severally deposed and said:
713 that they reside in [] and []; that they were at that time respectively [] and [] of said as-
714 sociation; that they knew the corporate seal of said association, and that the seal affixed to said instrument
715 was such corporate seal, and was thereto affixed by said [], and the said instrument was signed by
716 said [], in pursuance of the power and authority granted them by the By-Laws of said association, and
717 by authority of the Board of Directors thereof.

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

720 My commission expires []

721 [Notarial Seal]

722 _____
723 Notary Public

724 [NOTARY DETAILS]

Exhibit 4.4(a)(i)
Form of Opinion of Special New York
Counsel for the Company

1 (212) 701-3000
2 [], 2014
3 CMFG Life Insurance Company
4 John Hancock Life Insurance Company (U.S.A.)
5 John Hancock Life & Health Insurance Company
6 Teachers Insurance and Annuity Association of America
7

8 Re: The Empire District Electric Company

9 Ladies and Gentlemen:

10 As special counsel to The Empire District Electric Company, a Kansas corporation
11 (the “Company”), we are delivering this opinion to you pursuant to Section 4.4(a)(i) of the Bond
12 Purchase Agreement dated October [], 2014 (the “Purchase Agreement”) among the persons identi-
13 fied in Schedule A thereto, as the purchasers (the “Purchasers”), and the Company, in connection
14 with the issuance and sale by the Company to the Purchasers of \$60,000,000 aggregate principal
15 amount of the Company’s First Mortgage Bonds, 4.27% Series due 2044 (the “Purchased Bonds”).
16 All capitalized terms used herein but not defined herein have the meanings ascribed to such terms in
17 the Purchase Agreement.

18 The Purchased Bonds are being issued under the Indenture of Mortgage and Deed of
19 Trust dated as of September 1, 1944, among the Company and The Bank of New York Mellon Trust
20 Company, N.A. (successor to the Harris Trust and Savings Bank) and UMB Bank & Trust, N.A.
21 (successor to the State Street Bank and Trust Company of Missouri, N.A.), as Trustees, as supple-
22 mented and amended by thirty-nine supplemental indentures, and by the Fortieth Supplemental In-
23 denture dated as of December 1, 2014 (the “Fortieth Supplemental Indenture”).

24 In rendering the opinions set forth herein, we have examined originals, photocopies or con-
25 formed copies of all such records of the Company and all such agreements, certificates of public of-
26 ficials, certificates of officers and representatives of the Company and such other documents as we

27 have deemed relevant and necessary as a basis for the opinions hereinafter expressed. In such exam-
28 inations, we have assumed the genuineness of all signatures on original documents and the con-
29 formity to the originals of all copies submitted to us as conformed or photocopies. We have relied,
30 to the extent we deem such reliance proper, on certificates of officers of the Company and other
31 documents as to factual matters. As used herein, “Applicable Contracts” means those agreements or
32 instruments identified in Schedule A hereto, in each case as in effect on the date hereof.
33

34 We advise you that in our opinion (based, to the extent indicated below, upon the
35 opinions of other counsel hereinafter mentioned):

36 (i) The Purchased Bonds constitute valid and legally binding obligations of the
37 Company enforceable in accordance with their terms and entitled to the benefits and security
38 provided by the Mortgage except as the same may be limited by bankruptcy, insolvency, re-
39 organization or other laws relating to or affecting the enforcement of creditors’ rights or the
40 enforcement of the security provided by the Mortgage or by general principles of equity and,
41 (A) as to the Company’s interest in Unit No. 1 at the Iatan Generating Station, except as the
42 same may be limited by the terms of the Iatan Station Ownership Agreement, dated July 31,
43 1978, among Kansas City Power & Light Company, Aquila, Inc. (as successor to St. Joseph
44 Light & Power Company) and the Company and of any other agreements by the Company
45 relating to its interest in such facility, (B) as to the Company’s interest in Unit No. 2 at the
46 Iatan Generating Station, except as the same may be limited by the terms of the Iatan Unit 2
47 and Common Facilities Ownership Agreement, dated as of May 19, 2006, among Kansas
48 City Power & Light Company, Aquila, Inc., the Company, Kansas Electric Power Coopera-
49 tive, Inc., and Missouri Joint Municipal Electric Utility Commission and of any other agree-
50 ments by the Company relating to its interest in such facility, (C) as to the Company’s inter-
51 est in the State Line Combined Cycle Generating Facility, except as the same may be limited
52 by the terms of the Agreement for the Construction, Ownership and Operation of State Line
53 Combined Cycle Generating Facility, dated July 26, 1999, as amended, among the Company,
54 as an owner, Westar Generating, Inc., as an owner, and the Company, as agent, and of any
55 other agreements by the Company relating to its interest in such facility and (D) as to the
56 Company’s interest in the Plum Point Energy Station, except as the same may be limited by
57 the terms of the Participation Agreement dated as of March 3, 2006 by and among the Com-
58 pany, Plum Point Energy Associates, LLC, East Texas Electric Cooperative, Inc. and Mis-
59 souri Joint Municipal Electric Utility Commission and of any other agreements by the Com-
60 pany relating to its interest in such facility (the agreements set forth in clauses (A), (B), (C)
61 and (D), the “Plant Agreements”);

62 (ii) The Mortgage constitutes a valid and legally binding instrument of the Com-
63 pany enforceable in accordance with its terms except as the same may be limited by bank-
64 ruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of
65 creditors’ rights or the enforcement of the security provided by the Mortgage or by general
66 principles of equity and the Plant Agreements;

67 (iii) Assuming (i) the accuracy of the representations and warranties of the Com-
68 pany contained in the Purchase Agreement, (ii) the accuracy of the representations and war-
69 ranties of each Purchaser in the Purchase Agreement and (iii) that the Company's agent,
70 Merrill Lynch, Pierce, Fenner & Smith Incorporated has not engaged in any activity with re-
71 spect to the Purchased Bonds that would constitute a public offering within the meaning of
72 Section 4(2) of the Securities Act, the offer, issuance, sale and delivery of the Purchased
73 Bonds to the Purchasers under the circumstances contemplated by the Purchase Agreement
74 do not require registration under the Securities Act (it being understood that no opinion is be-
75 ing expressed as to any subsequent sale or resale of the Purchased Bonds) and, in connection
76 therewith, the Mortgage is not required to be qualified under the Trust Indenture Act of 1939,
77 as amended;

78 (iv) The execution, delivery and performance of the Purchase Agreement and the
79 Fortieth Supplemental Indenture (each as in effect on the date hereof) by the Company, the
80 issuance and sale of the Purchased Bonds and the consummation of the transactions contem-
81 plated by the Purchase Agreement and the Fortieth Supplemental Indenture (each as in effect
82 on the date hereof) (x) do not and will not contravene any provision of any of the laws, rules
83 or regulations of the State of New York or federal securities laws as in effect on the date
84 hereof which, in our experience, are normally applicable to transactions of the type contem-
85 plated by the Purchase Agreement and the Fortieth Supplemental Indenture (it being under-
86 stood that for purposes of this paragraph (iv)(x), we are not passing upon state securities or
87 "blue sky" laws or upon compliance with respect to antifraud or similar provisions of any
88 law, rule or regulation) and (y) do not violate, constitute a default under, or result in the crea-
89 tion or imposition of any Lien upon any of the properties or assets of the Company under,
90 any Applicable Contract (it being understood that for purposes of this paragraph (iv)(y), our
91 opinion does not extend to compliance with any financial ratio or any limitation in any con-
92 tractual restriction expressed as a dollar amount (or an amount expressed in another curren-
93 cy));

94 (v) All approvals of the State Corporation Commission of the State of Kansas, the
95 Public Service Commission of the State of Missouri, the Corporation Commission of Okla-
96 homa and the Arkansas Public Service Commission which are required for the issuance, sale
97 and delivery of the Purchased Bonds have been obtained, and we know of no approval of any
98 other Governmental Authority which is legally required in connection therewith (other than
99 any approvals required under the securities or "blue sky" laws of any jurisdiction);

100 (vi) The Purchase Agreement is a valid and legally binding instrument of the
101 Company enforceable against the Company in accordance with its terms except as the same
102 may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affect-
103 ing the enforcement of creditors' rights or the enforcement of the security provided by the
104 Mortgage or by general principles of equity and the Plant Agreements;

105 (vii) The execution and delivery by the Company of the Purchase Agreement and
106 the issuance by the Company of the Purchased Bonds (including the use of the proceeds from
107 the sale of the Purchased Bonds in accordance with the Purchase Agreement) will not violate
108 any provision of Regulation T, U or X of the Board of Governors of the Federal Reserve Sys-
109 tem; and

110 (viii) The Company is a not an “investment company” or entity “controlled” by an
111 “investment company” as such terms are defined in the Investment Company Act of 1940, as
112 amended.

113 In rendering the foregoing opinions, we express no opinion as to the laws of any ju-
114 risdiction other than the laws of the State of New York and the federal laws of the United States of
115 America. As to all matters governed by the laws of the States of Kansas, Missouri, Arkansas and
116 Oklahoma, including matters relating to the Kansas Corporation Commission, the Public Service
117 Commission of the State of Missouri, the Corporation Commission of Oklahoma and the Arkansas
118 Public Service Commission, we have relied upon the opinions of Lathrop & Gage LLP, Anderson &
119 Byrd, LLP, and Brydon, Swearngen & England, PC, each of even date herewith addressed to you
120 pursuant to Sections 4.4(a)(ii), 4.4(a)(iii) and 4.4(a)(iv), respectively, of the Purchase Agreement.

121 We have not examined into, and are not passing upon, the incorporation of the Com-
122 pany, franchises, certificates of convenience and authority, licenses and permits of the Company,
123 questions of title, of the lien, or of the priority of any lien of the Mortgage. Moreover, we have not
124 examined into, and are not passing upon, any of the matters set forth in paragraphs 1, 2, 6, 7, 8, 10
125 and 11 of the opinion of Lathrop & Gage LLP of even date herewith addressed to you pursuant to
126 Section 4.4(a)(ii) of the Purchase Agreement. Furthermore, we have assumed that each of the Pur-
127 chase Agreement and Mortgage have been duly authorized, executed and delivered by each of the
128 parties thereto and that the Purchased Bonds have been duly authenticated as provided in the Mort-
129 gage, and that the signatures on all documents examined by us are genuine, assumptions which we
130 have not independently verified.

131 This letter is solely for your benefit and no other person is entitled to rely hereon and
132 no other use or distributions hereof shall be made without our prior written approval, except that (A)
133 the Trustees may rely on paragraphs (i) and (ii) above and (B) any holder of a Purchased Bond may
134 (x) show this letter to a prospective transferee, and provide a copy of this letter to an actual transfer-
135 ee of a Purchased Bond transferred in accordance with the Purchase Agreement, upon which such
136 transferee may rely and (y) show a copy of this letter to any governmental authority pursuant to re-
137 quirements of applicable laws or regulations or the National Association of Insurance Commission-
138 ers or any rating agency reviewing the investment holdings of such holder. This opinion is rendered
139 only as of the date hereof and we disclaim any obligation to update this opinion for events occurring
140 after the date hereof.

141 Very truly yours,

142

Schedule A

143 1. Indenture for Unsecured Debt Securities, dated as of September 10, 1999, between the
144 Company and Wells Fargo Bank, National Association, as trustee (the “Unsecured Inden-
145 ture”).

146 2. Securities Resolution No. 4, dated as of June 10, 2003, of the Company under the Unse-
147 cured Indenture.

148 3. Securities Resolution No. 5, dated as of October 29, 2003, of the Company under the Un-
149 secured Indenture.

150 4. Securities Resolution No. 6, dated as of June 27, 2005, of the Company under the Unse-
151 cured Indenture.

152 5. [Third Amended and Restated Unsecured Credit Agreement dated as of January 17, 2012,
153 among the Company, UMB Bank, N.A., as administrative agent, and the lenders named
154 therein.] / [Credit Agreement dated as of October [], 2014, among the Company, Wells
155 Fargo Bank, National Association, as administrative agent, and the lenders named there-
156 in.]

157

Exhibit 4.4(a)(ii)
Form of Opinion of Special Missouri
Counsel for the Company

BRETT C. BOGAN
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_____, 2014

To each of the Purchasers Listed in Schedule A Hereto

Re: Bond Purchase Agreement

Dear Ladies and Gentlemen:

We have acted as special Missouri counsel to The Empire District Electric Company, a Kansas corporation (the "Company"), in connection with Section 4.4(a)(ii) of that certain Bond Purchase Agreement dated _____, 2014 (the "Purchase Agreement") between the Company and the purchasers listed in Schedule A attached hereto (the "Purchasers"), in connection with the issuance and sale by the Company of \$60,000,000 aggregate principal amount of the Company's First Mortgage Bonds [4.27]% series due 2044 (the "Bonds"). Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement. This opinion is delivered to you at our client's request.

The Bonds are being issued under the Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944, between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to Harris Trust and Savings Bank) and UMB Bank & Trust, N.A. (successor to State Street Bank and Trust Company of Missouri, N.A.) as Trustees, (the "Original Indenture") as supplemented and amended by thirty-nine supplemental indentures, and by the Fortieth Supplemental Indenture dated as of _____, 2014 (the "Fortieth Supplemental Indenture")(the Original Indenture, as modified by the thirty-nine supplemental indentures and the Fortieth Supplemental Indenture, is referred to herein sometimes as the "Indenture").

In rendering the opinions set forth herein, we have examined:

- (i) the Purchase Agreement;
- (ii) the Indenture; and
- (iii) the Fortieth Supplemental Indenture;

(the documents listed in clauses (i) to (iii) being hereinafter referred to collectively as the "Bond Documents"); and

- (iv) update letters issued no more than ___ days prior to the date of this letter from various title companies which state that since the date of the Prior Opinion (defined hereafter): (i) the Company has not granted a deed, mortgage, deed of trust or consensual lien of or on any of the Company's real property in each of the counties in Missouri, Arkansas, Oklahoma and Kansas identified to us by the Company in a certificate as being the only counties in which the Company owns real property, (ii) the Company is not subject to any unsatisfied judgment, mechanics, materialmen's or tax lien now of record in such counties; and (iii) there is no pending litigation against or bankruptcy case of the Company of record in such counties (collectively the "Updates");
- (v) such other agreements, instruments and documents, and such questions of law as we have deemed necessary or appropriate to enable us to render the opinions expressed below. Additionally, we have examined originals or copies, certified to our satisfaction, of such certificates of public officials and officers and representatives of the Company and we have made such inquiries of officers and representatives of the Company as we have deemed relevant or necessary, as the basis for the opinions set forth herein.

In rendering the opinions expressed below, we have, with your consent, assumed that the signatures of persons signing all documents in connection with which this opinion is rendered are genuine (other than persons signing on behalf of the Company), all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have, with your consent, assumed and relied upon, the following:

- (a) the accuracy and completeness of all certificates and other statements, documents and records reviewed by us, and the accuracy and completeness of all representations, warranties, schedules and exhibits contained in the Bond Documents, with respect to the factual matters set forth therein;
- (b) the information, accuracy and opinions set forth in that certain letter dated May 30, 2013, from Jeffrey W. Heil of the Spencer, Scott & Dwyer, P.C., law firm provided to the purchasers for the Thirty-Ninth Supplemental Indenture, a copy of which is attached hereto and incorporated by this reference (the "Prior Opinion");

- (c) the accuracy and completeness of the Updates;
- (d) all parties to the documents reviewed by us (other than the Company) are duly organized, validly existing and in good standing under the laws of all jurisdictions where they are conducting their businesses or otherwise required to be so qualified, and have full power and authority to execute, deliver and perform their duties under such documents and all such documents have been duly authorized, executed and delivered by such parties; and
- (e) the Bond Documents constitute the legal, valid and binding obligation of each party thereto (other than the Company) enforceable against such party in accordance with its terms, and each natural person executing any of the Bond Documents is legally competent to do so.

Based upon the foregoing and subject to the qualifications stated herein, we are of the opinion that:

1. The Company is a corporation duly incorporated, validly existing and based on a good standing certificate issued by the Kansas Secretary of State dated _____, 2014, is in good standing under the laws of the State of Kansas. Based on good standing certificates issued by the Missouri Secretary of State dated _____, 2014, the Arkansas Secretary of State dated _____, 2014, and the Oklahoma Secretary of State dated _____, 2014, the Company is duly qualified to do business as a foreign corporation in good standing in the States of Missouri, Arkansas and Oklahoma, which based upon the Prior Opinion are the only jurisdictions (other than Kansas) in which it owns or leases substantial properties.

2. The execution, delivery and performance by the Company of the Bond Documents and the issuance and sale of the Bonds (i) are within the Company's corporate powers, (ii) have been duly authorized by all necessary corporate action of the Company, (iii) require no action by or in respect of, or filing with, any governmental body, agency or official of the State of Missouri, (iv) do not violate any law or regulation of the State of Missouri, or any court decree known to us that applies to the Company, and (v) do not violate the articles of incorporation or bylaws of the Company.

3. The Bonds have been duly authorized, executed, issued and delivered by the Company and the Bond Documents have been duly authorized, executed and delivered by the Company.

4. The Bonds and the Bond Documents constitute the valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms and entitled to the benefits and security provided by the

Indenture and the Fortieth Supplemental Indenture, subject to (a) as to the Company's interest in Unit No. 1 at the Iatan Generating Station, except as the same may be limited by the terms of the Iatan Station Ownership Agreement dated July 31, 1978, among Kansas City Power & Light Company, Aquila, Inc. (as successor to St. Joseph Light & Power Company) and the Company of any other agreements by the Company relating to its interest in such facility, (b) as to the Company's interest in Unit No. 2 at the Iatan Generating Station, except as the same may be limited by the terms of the Iatan Unit 2 and Common Facilities Ownership Agreement dated as of May 19, 2006, among Kansas City Power & Light Company, Aquila, Inc., the Company, Kansas Electric Power Cooperative, Inc. , and Missouri Joint Municipal Electric Utility Commission and of any other agreements by the Company relating to its interest in such facility and (c) as to the Company's interest in the State Line Combined Cycle Generating Facility, except as the same may be limited by the terms of the Agreement for the Construction, Ownership and Operation of State Line Combined Cycle Generating Facility dated July 26, 1999, as amended, among the Company, as an owner, Westar Generating, Inc., as an owner and the Company, as agent and of any other agreements by the Company relating to its interest in such facility and (d) as to the Company's interest in the Plum Point Energy Station, except as the same may be limited by the terms of the Participation Agreement dated as of March 3, 2006 by and among the Company, Plum Point Energy Associates, LLC, East Texas Electric Cooperative, Inc. and Missouri Joint Municipal Electric Utility Commission and of any other agreements by the Company relating to its interest in such facility (the agreements in clauses (a), (b), (c) and (d), the "Plant Agreements");

5. The Indenture has been duly authorized, executed and delivered by the Company, and constitutes a valid and legally binding instrument of the Company enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights or the enforcement of the security provided by the Indenture or by general principles of equity and the Plant Agreements or as further set forth herein. Based on the Prior Opinion, the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended.

6. When duly filed or recorded in all of the necessary recording offices and all recording fees and mortgage registration taxes have been paid, the Indenture will constitute a direct and valid mortgage lien upon all of the properties and assets of the Company specifically or generally but adequately described or referred to in the Indenture as being subject to the lien of the Indenture (except such property as may have been taken by adverse possession or may have been disposed of, excepted, or released from the lien of the Indenture, in accordance with the terms thereof), based solely upon the Prior Opinion and that certain title commitment from Chicago Title Insurance Company, Policy No. 723067243970000, dated March 4, 2014, a copy of which is attached hereto (the "Commitment"), subject to no liens, charges or

encumbrances prior to the lien of the Indenture except those described in the Prior Opinion, the Updates or the Commitment and other permitted encumbrances as defined in the Indenture, and based upon the Prior Opinion such properties and assets constitute substantially all of the properties and assets of the Company; the Indenture will create a lien upon all properties and assets adequately described in and acquired by the Company after the date hereof located in counties in which the Indenture has been recorded and required to be subjected to the lien of the Indenture when acquired by the Company, subject to no liens, charges or encumbrances prior to the lien of the Indenture except those described in the Prior Opinion, the Updates or the Commitment and other permitted encumbrances, liens existing or placed on such properties or assets at the time of such acquisition, and also subject to the provisions of Article 12 of the Indenture and to certain possible claims of a trustee in bankruptcy and possible claims and taxes of the federal government; the Indenture (except as otherwise herein stated with respect to the Fortieth Supplemental Indenture) has been duly recorded as a mortgage of real estate or recorded or filed as a chattel mortgage in each county or recording or filing district in which any of the properties or assets of the Company described in the Indenture and subject to the lien of the Indenture are situated; upon the Fortieth Supplemental Indenture being duly filed and recorded as a mortgage of real estate in each county in the State of Kansas, Missouri, Oklahoma and Arkansas in which real estate subject to the lien of the Indenture is located and upon the filing of an appropriate amendment to a financing statement in the office of the Secretary of State of the State of Kansas, Missouri, Oklahoma and Arkansas, no further recording or filing and, under present law, no periodic or other re-recording or re-filing of the Indenture or any other instrument will be required in order to preserve and protect the lien of the Indenture either as a mortgage on real estate or as a security agreement granting a security interest in the property described therein which is subject to the Uniform Commercial Code in the jurisdictions where located except that if the Company shall hereafter acquire property in any county in which the Indenture shall not be of record or which property is not described in the Indenture, further recording or filing may be required, depending upon the law of the State in which such property is located.

7. Based upon the Prior Opinion and the affidavits of the Company that such taxes will be paid upon recording, all taxes and recording fees required by the laws of the States of Arkansas, Kansas, Missouri and Oklahoma to be paid with respect to the execution, recording or filing of the Indenture and the issuance of the Bonds have been paid except such fees and mortgage registration taxes as are not payable until the filing for record of the Fortieth Supplemental Indenture and amendments to financing statements in the offices mentioned in the preceding paragraph in which it has not been filed as of the Closing, provision for the payment of which fees and mortgage registration taxes has been made by the Company, and upon payment of such fees and mortgage registration taxes by the Company, no taxes or recording fees required by the laws of the

States of Arkansas, Kansas, Missouri and Oklahoma with respect to the execution, recording or filing of the Indenture or the issuance of the Bonds will be payable.

8. Based upon the Prior Opinion, the Updates, the Commitment and certificates of the Company, and subject to the exceptions noted in the Prior Opinion and other permitted exceptions the Company has good and marketable title in fee simple to substantially all real and fixed properties and good and marketable title to substantially all other properties and assets specifically or generally described or referred to in the Indenture as being subject to the lien thereof (except such property as may have been disposed of, or released from the lien thereof, in accordance with the terms thereof), including, without limitation, the properties of the Company referred to in Item 2 (Properties) in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2013, in each case free and clear of all liens, charges and encumbrances prior to the lien of the Indenture except permitted encumbrances as defined in the Indenture and the exceptions noted in the Prior Opinion and the Commitment.

9. The Purchase Agreement has been duly authorized, executed and delivered by the Company.

10. Neither the issuance, sale and delivery of the Bonds nor the execution, delivery and performance by the Company of the Purchase Agreement, the Fortieth Supplemental Indenture or the Bonds will conflict with, violate or result in breach of any Missouri law or administrative regulation or any court decree known to us applicable to the Company (it being understood that we express no opinion as to matters subject to the jurisdiction of the Public Service Commission of the State of Missouri, the Corporation Commission of Oklahoma, the State Corporation Commission of the State of Kansas, or the Arkansas Public Service Commission or as to the securities or "blue sky" laws of any jurisdiction), conflict with or result in a breach of any of the terms, conditions or provisions of the Restated Articles of Incorporation, as amended, or By-Laws, as amended, of the Company or of any agreement or instrument known to us to which the Company is a party or by which the Company is bound or constitute a default thereunder, or result in the creation or imposition of any lien charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Company (other than the lien of the Indenture).

11. We are not representing the Company in any actions, suits, claims, investigations or proceedings, pending or that, to our knowledge, have been overtly threatened in writing against the Company, or to which the Company or any of its officers is a party or of which any of its properties is subject, at law or in equity, or before or by any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency in which the validity of the Indenture, the Bonds, or the Purchase Agreement is in question.

The opinions as expressed herein are subject to the following qualifications:

A. The opinions expressed herein are based upon and are limited to the laws of the States of Kansas, Missouri, Oklahoma and Arkansas, and we express no opinion with respect to the laws of any other state or jurisdiction (including, without limitation, any city, municipality or other political subdivision of the State of Missouri).

B. Our opinions set forth in this letter are based upon the facts in existence and laws in effect on the date hereof, and we expressly disclaim any obligation to update our opinions herein, regardless of whether changes in such facts or laws come to our attention after the delivery hereof.

C. The enforceability of the Bond Documents may be subject to an implied covenant of good faith and fair dealing, and may be limited by standards of commercial reasonableness.

D. We express no opinion as to the adequacy of the description of or, except as is expressly stated herein, the status of any title to any real or personal property or any portion of any property described in the Indenture, and, except as is expressly stated herein, we express no opinion on the priority of or perfection of any liens, security interests or rights that any documents purport to create or perfect on any property described in the Indenture. We express no opinion as to the continued validity or perfection after the date hereof of any liens, security interests or rights that any documents purport to create or perfect.

E. This opinion relates solely to the matters explicitly covered herein, and no opinion is implied or may be inferred with respect to any other matter.

F. Except as to matters covered in paragraph 5, we express no opinion pursuant to any federal or state tax or securities laws or regulations.

G. Enforcement of clauses or provisions in the Bond Documents may be denied or limited in Kansas, Missouri, Oklahoma and Arkansas or Federal courts to the extent any such clauses or provisions purport to:

- (i) give the right to specific performance or other equitable relief;
- (ii) alter rules of civil procedure and evidence;
- (iii) limit or alter the debtor's right of possession;
- (iv) create and govern a creditor in possession status;
- (v) create indemnities or exculpate a party from liability;
- (vi) limit or expand the rights of set-off;

- (vii) waive the right to a jury trial;
- (viii) authorize a secured party to take discretionary independent actions for the account of or as an agent for the debtor;
- (ix) provide for payment by the Company of fees of attorneys for Banks;
- (x) provide for liquidated damages, or an increased rate of interest or charges, as a penalty for any default; or
- (xi) provide for non-judicial foreclosure or self-help remedies.

H. Our opinions are subject to the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent transfer, statutes of limitation or other similar laws and judicial decisions affecting or relating to the rights of creditors generally, and are further subject to the effect of general principles of equity and public policy in the State of Missouri, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing, res judicata, estoppel, election of remedies and other similar doctrines affecting the enforcement of agreements generally (regardless of whether enforcement is considered in a proceeding at law or in equity). In addition, the availability of specific performance, injunctive relief, the appointment of a receiver or other equitable remedies is subject to the discretion of the tribunal before which any proceeding therefor may be brought.

I. This opinion is made for the benefit of and can be relied on by the addressees hereof, and may not be relied upon by any other person or for any other purpose without our prior written consent. Notwithstanding the foregoing, the Purchasers may provide this opinion (a) to regulatory authorities should they so request or in connection with their normal operations, including the National Association of Insurance Commissioners or any rating agency reviewing the investment holdings of such holder, (b) to their respective independent auditors and attorneys, (c) pursuant to order or legal process of any court or governmental agency, (d) in connection with any action to which any of them is a party arising out of transactions contemplated under the Bond Documents, or (e) to a prospective transferee or an actual transferee of a Bond transferred in accordance with the Purchase Agreement, upon which such actual transferee may rely. We hereby authorize Cahill Gordon & Reindel LLP and Winston & Strawn LLP to rely upon this opinion in rendering their opinions of even date herewith address to you.

J. In basing the opinions set forth in this opinion on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Company, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" as used in this opinion are intended to be limited to

the actual knowledge of Brett Bogan who has been involved in representing the Company in connection with this transaction.

Sincerely,

LATHROP & GAGE LLP

By:
Brett C. Bogan

Exhibit 4.4(a)(iii)
Form of Opinion of Special Kansas
Counsel for the Company

LAW OFFICES OF

ANDERSON & BYRD

A Limited Liability Partnership

JOHN L. RICHESON
JAMES G. FLAHERTY
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ROBERT A. ANDERSON
(1920-1994)
RICHARD C. BYRD
(1920-2008)

December 1, 2014

To the Purchasers Listed on Schedule A
of the Bond Purchase Agreement:

Re: \$60,000,000 First Mortgage Bonds, 4.27% Series due 2044 of The Empire
District Electric Company

Ladies and Gentlemen:

As Kansas counsel for The Empire District Electric Company, a Kansas corporation (the "Company"), we are delivering this opinion to you pursuant to Section 4.4(a)(iii) of the Bond Purchase Agreement dated October [], 2014, (the "Purchase Agreement") among you, as purchasers (the "Purchasers"), and the Company, in connection with the issuance and sale by the Company to the Purchasers of \$60,000,000 aggregate principal amount of the Company's First Mortgage Bonds, 4.27% Series due 2044, (the "Bonds"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

The Bonds are being issued under the Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, among the Company and The Bank of New York Mellon Trust Company, N.A. (successor to the Harris Trust and Savings Bank) and UMB Bank & Trust, N.A. (successor to the State Street Bank and Trust Company of Missouri, N.A.), as Trustees, as supplemented and amended by thirty-nine supplemental indentures (the "Mortgage"), and by the Fortieth Supplemental Indenture dated as of December 1, 2014 (the "Fortieth Supplemental Indenture").

We have reviewed the Restated Articles of Incorporation and By Laws of the Company and the action taken by the directors of the Company to authorize and permit the issuance and sale of the Bonds and we are familiar with the proceedings before the State Corporation Commission of the State of Kansas in connection with the issuance and sale to the Purchasers of the Bonds.

We have also reviewed and examined the Company's filings with the Securities and Exchange Commission, the form of the Bonds delivered to the Purchasers and such further records, documents, certificates and other instruments and provisions of law as we have considered necessary or desirable in order to enable us to render this opinion.

Upon the basis aforesaid, we hereby advise you that in our opinion:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Kansas, with power and authority (corporate and other) to issue and sell the Bonds, and to execute and deliver the Bonds, the Purchase Agreement, and the Fortieth Supplemental Indenture, and own its properties and conduct its business as described in the Company's filings with the Securities and Exchange Commission;

(ii) All approvals of the State Corporation Commission of the State of Kansas which are required for the execution and delivery by the Company of the Supplemental Indenture and the issuance, sale and delivery of the Bonds have been obtained; any conditions in such approvals required to be satisfied prior to the issuance of the Bonds have been duly satisfied; such approvals are in full force and effect; and no further approval, authorization, consent or other order of any public board or body in the State of Kansas is legally required for the issuance, sale and delivery of the Bonds or the execution, delivery and performance by the Company of the Mortgage, Fortieth Supplemental Indenture, the Bonds or the Purchase Agreement (other than any approvals required under the securities or blue sky laws of said state);

(iii) Neither the issuance, sale and delivery of the Bonds nor the execution, delivery and performance by the Company of the Purchase Agreement, the Mortgage, the Fortieth Supplemental Indenture or the Bonds will conflict with, violate or result in a breach of any Kansas law or administrative regulation, or any court decree known to us, applicable to the Company (other than any approvals which may be required under the securities or blue sky laws of said state); and

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

The opinions set forth herein are solely for your benefit and no other person is entitled to rely hereon and no other use or distributions hereof shall be made without our prior written approval, except that any holder of a Bond (i) may show this letter to a prospective transferee, and provide a copy of this letter to an actual transferee of a Bond transferred in accordance with the Purchase Agreement, upon which such transferee may rely, and (ii) may show a copy of this letter to any governmental authority pursuant to requirements of applicable laws or regulations or the National Association of Insurance Commissioners or any rating agency reviewing the investment holdings of such holder.

We hereby authorize Cahill Gordon & Reindel LLP, Lathrop & Gage LLP, Brydon,

Purchasers Listed on Schedule A
of the Bond Purchase Agreement
Page 3
December 1, 2014

Swearngen & England, P.C. and Winston & Strawn LLP to rely upon this opinion in rendering their opinions, of even date herewith, addressed to you.

Sincerely,

James G. Flaherty
jflaherty@andersonbyrd.com

JGF:rr

Exhibit 4.4(a)(iv)
Form of Opinion of Special Regulatory
Counsel for the Company

LAW OFFICES
BRYDON, SWEARENGEN & ENGLAND

DAVID V.G. BRYDON (1937-2012)
JAMES C. SWEARENGEN
WILLIAM R. ENGLAND, III
JOHNNY K. RICHARDSON
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ERIN L. WISEMAN

December 1, 2014

The Purchasers Listed on Schedule A

Ladies and Gentlemen:

We have acted as special regulatory counsel for The Empire District Electric Company (the "Company"), in connection with (i) the issuance and sale of sixty million dollars (\$60,000,000) in aggregate principal amount of its First Mortgage Bonds, 4.27% Series due 2044 (the "Bonds"), said series of Bonds issued under and secured by the Indenture of Mortgage and Deed of Trust dated as of September 1, 1944, by and between the Company and The Bank of New York Mellon Trust Company, N.A. and UMB Bank & Trust, N.A., Trustees, as supplemented and amended by thirty-nine supplemental indentures (the "Mortgage"), and as to be supplemented and amended by the Fortieth Supplemental Indenture dated as of December 1, 2014 (the "Supplemental Indenture") and (ii) a Bond Purchase Agreement, dated, October [], 2014, providing for the terms of the Bonds (the "Agreement") (together with the Mortgage and the Supplemental Indenture, the "Transaction Documents"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

We have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of such documents (including, without limitation, the Transaction Documents), corporate records, certificates of public officials and officers of the Company and other instruments as we have deemed necessary or advisable for the purpose of this opinion and have made such other examinations and investigations as we have deemed appropriate or necessary as the basis for the opinions hereinafter expressed. In making the foregoing examinations, we have assumed the genuineness of all signatures on, and the authenticity of, all documents submitted to us as originals and the conformity to original documents of documents submitted to us as certified or photostatic copies.

Upon the basis of the foregoing, we hereby advise you that in our opinion, all approvals of the Missouri Public Service Commission, the Arkansas Public Service Commission and the Oklahoma Corporation Commission which are required for the execution and delivery by the Company of the Supplemental Indenture and for the issuance, sale and delivery of the Bonds have been obtained, and any conditions required to be satisfied prior to the issuance of the Bonds have been duly satisfied; such approvals are in full force and effect; and no further approval, authorization, consent or other order of any utility regulatory board or body of the States of Missouri, Arkansas or Oklahoma are legally required for the issuance, sale and delivery of the Bonds or the execution, delivery and

performance by the Company of the Mortgage, the Supplemental Indenture, the Bonds or the Agreement.

Our opinion is limited to the matters set forth in this letter. No opinion may be inferred or implied beyond the matters that the opinion expressly addresses. Without in any way limiting the foregoing, we are rendering no opinion on any approvals that may be required under the Securities Acts or Blue Sky laws of the States of Missouri, Arkansas or Oklahoma.

We are furnishing this opinion to you solely for your benefit and the benefit of the Trustees under the Mortgage. We hereby authorize Cahill Gordon & Reindel LLP and Lathrop & Gage LLP, to rely upon this opinion in rendering their opinions, of even date herewith, addressed to you. This opinion is furnished solely for your benefit in connection with the transactions contemplated by the Agreement and may not be relied upon by or furnished to any other person, firm or corporation for any other purpose without our prior written consent, except that any holder of a Bond (i) may show this letter to a prospective transferee, and provide a copy of this letter to an actual transferee of a Bond transferred in accordance with the Agreement, upon which such transferee may rely, and (ii) may show a copy of this letter to any governmental authority pursuant to requirements of applicable laws or regulations or the National Association of Insurance Commissioners or any rating agency reviewing the investment holdings of such holder. This opinion is given only as of the date hereof and we undertake no obligation, and hereby disclaim any obligation, to update or supplement this opinion in response to subsequent change in the law or circumstances that may hereafter be brought to our attention.

Sincerely,

BRYDON, SWEARENGEN & ENGLAND, P.C.

By: _____
Paul A. Boudreau

Schedule A

Teachers Insurance and Annuity Association of America

John Hancock Life Insurance Company (U.S.A.)

John Hancock Life & Health Insurance Company

CMFG Life Insurance Company

Exhibit 4.4(b)
Form of Opinion of Special
Counsel for the Purchasers

December __, 2014

To the Purchasers listed on Schedule I
attached hereto

Re: The Empire District Electric Company
First Mortgage Bonds, 4.27% Series due 2044

Ladies and Gentlemen:

We have acted as your special counsel in connection with (i) the issuance by The Empire District Electric Company, a Kansas corporation (the “Issuer”), of its First Mortgage Bonds, 4.27% Series due 2044 in an aggregate principal amount of \$60,000,000 (the “Bonds”) to be issued under and secured by that certain Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944 (the “Mortgage”), between the Issuer, The Bank of New York Mellon Trust Company, N.A. (successor to Harris Trust and Savings Bank) and UMB Bank & Trust, N.A. (successor to State Street Bank and Trust Company of Missouri, N.A.), as trustees, as amended and supplemented to date, including as amended and supplemented by the Fortieth Supplemental Indenture, dated as of the date hereof (the “Supplemental Indenture”), and entitled to the benefits thereof, and (ii) the purchase by you pursuant to the Bond Purchase Agreement among the Purchasers named therein and the Issuer, dated as of October [__], 2014 (the “Bond Purchase Agreement”), of Bonds in the principal amounts set forth in Schedule A to the Bond Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement. This opinion letter is delivered to you pursuant to the provisions of Section 4.4(b) of the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have examined:

- (i) the Bond Purchase Agreement;
- (ii) the Bonds;
- (iii) the Mortgage;
- (iv) the Supplemental Indenture (the items identified in clauses (i) through (iv) are collectively hereinafter referred to as the “Transaction Documents”); and

such other agreements, instruments and documents, and such questions of law as we have deemed necessary or appropriate to enable us to render the opinions expressed below. Additionally, we have examined originals or copies, certified to our satisfaction, of such certificates of public officials and officers of the Issuer, and we have made such inquiries of officers of the Issuer as we have deemed relevant or necessary, as the basis for the opinions set forth herein. As to questions of fact material to such opinions we have, when relevant facts were not independently established, relied upon the representations made in the Bond Purchase Agreement and the other Transaction Documents and upon certifications made by officers and other representatives of the Issuer.

In rendering the opinions expressed below, we have, with your consent, assumed (i) that the Transaction Documents have been duly authorized, executed and delivered by each party thereto, (ii) that the consummation of the transactions contemplated in the Transaction Documents has been duly authorized by the Issuer, (iii) the legal capacity of all natural persons executing documents, (iv) that the signatures of persons signing all documents in connection with which this opinion letter is rendered are genuine, (v) that all documents submitted to us as originals or duplicate originals are authentic and (vi) that all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have, with your consent, assumed and relied upon, the following:

(a) the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties, schedules and exhibits contained in the Transaction Documents, with respect to the factual matters set forth therein;

(b) all parties to the documents reviewed by us are duly organized, validly existing and in good standing under the laws of their respective jurisdictions of incorporation or formation and under the laws of all jurisdictions where they are conducting their businesses or otherwise required to be so qualified, and have full power and authority to execute, deliver and perform under such documents and all such documents have been duly authorized, executed and delivered by such parties; and

(c) because a claimant bears the burden of proof required to support its claims, the Purchasers will undertake the effort and expense necessary to fully present their claims in the prosecution of any right or remedy accorded the Purchasers under the Transaction Documents.

Based upon the foregoing and subject to the qualifications, limitations and comments stated herein, we are of the opinion that:

1. The Transaction Documents constitute the valid and binding obligations of the Issuer. The Bond Purchase Agreement is enforceable against the Issuer in accordance with its terms.

2. It was not necessary in connection with the offering, issuance, sale and delivery of the Bonds, under the circumstances contemplated by the Bond Purchase Agreement, to register said Bonds under the Securities Act of 1933, as amended, or to qualify an indenture in respect of said Bonds under the Trust Indenture Act of 1939, as amended.

3. Neither the execution or delivery by the Issuer of the Transaction Documents nor the performance by the Issuer of its obligations thereunder requires the consent or approval of, or any filing or registration with, any governmental body, agency or authority of the State of New York or the United States of America other than any consents, approvals or filings required in connection with the exercise by any Purchaser of certain remedies under the Transaction Documents to the extent required pursuant to the terms thereof.

4. The opinion letters dated today of (i) Cahill Gordon & Reindel LLP, special New York counsel to the Issuer, (ii) Lathrop & Gage LLP, special Missouri counsel to the Issuer, (iii) Anderson & Byrd, LLP, special Kansas counsel to the Issuer, and (iv) Brydon, Swearingen & England, P.C., special regulatory counsel to the Issuer, each delivered to you pursuant to Section 4.4(a) of the Bond Purchase Agreement, are satisfactory to us in form and scope with respect to the matters covered thereby and in our opinion you are justified in relying thereon.

The opinions as expressed herein are subject to the following qualifications, limitations and comments:

(a) the enforceability of the Transaction Documents is and the respective obligations of the Issuer thereunder and the availability of certain rights and remedial provisions provided for in the Transaction Documents are subject to (1) the effect of bankruptcy, fraudulent conveyance or transfer, insolvency, reorganization, arrangement, liquidation, conservatorship, and moratorium laws, (2) limitations imposed by other laws and judicial decisions relating to or affecting the rights of creditors or secured creditors generally, and (3) general principles of equity (regardless of whether enforcement is considered in proceedings at law or in equity), upon the availability of injunctive relief or other equitable remedies, including, without limitation, where (A) the breach of such covenants or provisions imposes restrictions or burdens upon a debtor and it cannot be demonstrated that the enforcement of such remedies, restrictions or burdens is reasonably necessary for the protection of a creditor; (B) a creditor's enforcement of such remedies, covenants or provisions under the circumstances, or the manner of such enforcement, would violate such creditor's implied covenant of good faith and fair dealing, or would be commercially unreasonable; or (C) a court having jurisdiction finds that such remedies, covenants or provisions were, at the time made, or are in application, unconscionable as a matter of law or contrary to public policy;

(b) as to our opinions set forth in paragraph 1 hereof, we express no opinion as to the enforceability of cumulative remedies to the extent such cumulative remedies purport to or would have the effect of compensating the party entitled to the benefits thereof in amounts in excess of the actual loss suffered by such party;

(c) we express no opinion as to the validity, binding effect or enforceability of any indemnification provisions of the Transaction Documents to the extent such obligations are contrary to applicable law or public policy or require an indemnification of a party for its own actions or inactions, to the extent such action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct;

(d) requirements in the Transaction Documents specifying that provisions thereof may only be waived in writing may not be valid, binding or enforceable to the extent that

an oral agreement or an implied agreement by trade practice or course of conduct has been created modifying any provision of such documents;

(e) we express no opinion with respect to the validity, binding effect or enforceability of any purported waiver, release or disclaimer under any of the Transaction Documents relating to (i) statutory or equitable rights and defenses of the parties which are not subject to waiver, release or disclaimer, or (ii) rights or claims of, or duties owing to, the parties (including, without limitation, any waiver, release or disclaimer of any provision of the Uniform Commercial Code of the State of New York (the “Code”) to the extent limited by Sections 1-102(3), 9-207 and 9-602 of the Code or other provisions of applicable law, or to the extent such rights, claims and duties otherwise exist as a matter of law except to the extent the parties have effectively waived, released or disclaimed such rights, claims or duties in accordance with Section 9-602 of the Code or other applicable law;

(f) we express no opinion with respect to the applicability or effect of federal or state anti-trust, tax, and except as to matters covered in paragraph 2, securities or “blue sky” laws with respect to the transactions contemplated by the Transaction Documents;

(g) we express no opinion regarding the severability of any provision contained in the Transaction Documents;

(h) we express no opinion with respect to the validity, binding effect or enforceability of any provision of the Transaction Documents (i) purporting to establish consent to jurisdiction, insofar as it purports to confer subject matter jurisdiction on a United States District Court to adjudicate any controversy relating to such Transaction Documents in any circumstance in which such court would not have subject matter jurisdiction, (ii) the waiver of inconvenient forum with respect to proceedings in such United States District Court or (iii) the waiver of the right to jury trial; and

(i) in rendering the opinions expressed in paragraph 2 hereof, we have assumed the accuracy of the representations and warranties of the Purchasers in the Bond Purchase Agreement and representations by Merrill Lynch, Pierce, Fenner & Smith Incorporated as to, *inter alia*, the number of offerees of the Bonds. Further, we have assumed that no form of general solicitation or general advertising was used or will be used in connection with the offering of the Bonds.

The opinions expressed herein are based upon and are limited to the laws of the State of New York and the laws of the United States of America and we express no opinion with respect to the laws of any other state, jurisdiction or political subdivision. The opinions expressed herein based on the laws of the State of New York and the United States of America are limited to the laws generally applicable in transactions of the type covered by the Transaction Documents.

Our opinions set forth in this letter are based upon the facts in existence and laws in effect on the date hereof and we expressly disclaim any obligation to update our opinions herein, regardless of whether changes in such facts or laws come to our attention after the delivery hereof.

This opinion letter is rendered only to the Purchasers and is solely for their benefit in connection with the execution and delivery of the Bonds and for the benefit of any institutional investor transferee of the Bonds; *provided* that any such transfer of the Bonds is made and consented to in accordance with the express provisions of Section 13.2 of the Bond Purchase Agreement, on the condition and understanding that (i) this opinion letter speaks only as of the date hereof, (ii) we have no responsibility or obligation to update this letter, to consider its applicability or correctness to other than its addressee(s), or to take into account changes in law, facts or any other developments of which we may later become aware, and (iii) any such reliance by a future transferee must be actual and reasonable under the circumstances existing at the time of transfer, including any changes in law, facts or any other developments known to or reasonably knowable by the transferee at such time. This opinion letter may not be relied upon in any manner by any other person and may not be disclosed, quoted, filed with a governmental agency or otherwise referred to without our prior written consent, except that the Purchasers (a) may deliver a copy of this opinion letter to such institutional investor transferee and (b) may furnish a copy of this opinion letter to applicable regulatory authorities or as may otherwise be required by law, court order or subpoena.

Very truly yours,

Schedule I

Teachers Insurance and Annuity Association of America
John Hancock Life Insurance Company (U.S.A.)
John Hancock Life & Health Insurance Company
CMFG Life Insurance Company