

CAHILL GORDON & REINDEL

EIGHTY PINE STREET

NEW YORK, N.Y. 10005

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RECORDATION #0 16503 N FILED 1425

SEP 6 1989 -2 15 PM

INTERSTATE COMMERCE COMMISSION

September 5, 1989

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MICHAEL S SACKHEIM  
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\*\*\* ADMITTED FRANCE ONLY

TELEPHONE 212-701-3000  
WRITER'S DIRECT NUMBER  
(212) 701-3186

Re: The Empire District Electric Company  
Documents for Recordation

Dear Secretary:

Enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code, please find two copies of the document described below. Executed copies of the document are not available. I have therefore enclosed affidavits from the Company to the effect that the enclosed documents are true, correct and complete, conformed copies of the original.

This document is the fourteenth supplement to a mortgage, a secondary document, dated as of September 15, 1983.

The primary document to which this document is connected is being recorded at the same time.

The names and addresses of the parties are as follows:

Mortgagor: The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri

Trustees: Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois; First National Bank and Trust Company of Joplin, Joplin, Missouri

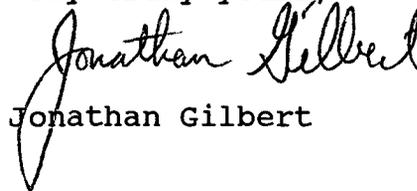
Included in the property covered by this document are

railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified as: Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A short summary of the document to appear in the index follows: Fourteenth supplement to mortgage and deed of trust between The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri, as mortgagor, and Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois and First National Bank and Trust Company of Joplin, Joplin, Missouri, dated as of September 15, 1983, and covering real and personal property, including all rolling stock owned or acquired by mortgagor, including 125 Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A fee of \$13.00 is enclosed. Please return any documents not needed by the Commission for recordation to the undersigned. If you have any questions about this filing, please do not hesitate to call me at (212) 701-3186.

Very truly yours,



Jonathan Gilbert

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

[Enclosures]

By Hand

Officer's Affidavit of  
The Empire District Electric Company

The undersigned officer of The Empire District Electric Company hereby certifies that:

I am familiar with the Indenture of Mortgage and Deed of Trust ("Mortgage"), dated as of September 1, 1944, between The Empire District Electric Company, as party of the first part, and Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as trustees, parties of the second part, as amended and supplemented by fifteen supplemental indentures.

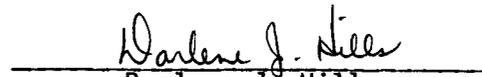
Attached hereto is a true, correct and complete, conformed copy of either the Mortgage or one of the fifteen aforementioned supplemental indentures.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, 1989.

  
\_\_\_\_\_  
Gary C. Hunter  
Secretary-Treasurer

State of Missouri )  
                          ) ss:  
County of Jasper )

On this 1st day of September, 1989, before me, personally appeared Gary C. Hunter, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

  
\_\_\_\_\_  
Darlene J. Hills  
Notary Public

My Commission expires September 12, 1990.

RECORDATION NO. 16503 FILED NO. N

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INTERSTATE COMMERCE COMMISSION

[CONFORMED COPY]

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THE EMPIRE DISTRICT ELECTRIC COMPANY  
to  
HARRIS TRUST AND SAVINGS BANK  
and  
FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN,  
TRUSTEES

---

**Fourteenth Supplemental Indenture**

*Dated as of September 15, 1983*

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

For the Purpose of Amending Sections 2.01, 3.06, 4.06  
and 8.04 of Indenture Dated as of September 1, 1944

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**FOURTEENTH SUPPLEMENTAL INDENTURE**, dated as of September 15, 1983, between THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois and having its principal place of business at No. 111 West Monroe Street, in the City of Chicago, Illinois, and FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN (successor to The Joplin National Bank and Trust Company), a corporation organized and existing under the laws of the United States of America and having its principal place of business in the City of Joplin, Missouri (hereinafter sometimes called respectively the "Principal Trustee" and the "Missouri Trustee" and together the "Trustees" and each thereof a "Trustee"), as Trustees, parties of the second part.

WHEREAS the Company has heretofore executed and delivered to the Trustees its Indenture of Mortgage and Deed of Trust, dated as of September 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), to secure an issue of First Mortgage Bonds of the Company, issuable in series, and created thereunder a series of bonds designated as First Mortgage Bonds, 3 1/2% Series due 1969, being the initial series of bonds issued under the Original Indenture; and

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

<u>Title</u>	<u>Dated</u>
First Supplemental Indenture . . . .	as of June 1, 1946
Second Supplemental Indenture . . .	as of January 1, 1948
Third Supplemental Indenture . . . .	as of December 1, 1950
Fourth Supplemental Indenture . . .	as of December 1, 1954
Fifth Supplemental Indenture . . . .	as of June 1, 1957
Sixth Supplemental Indenture . . . .	as of February 1, 1968
Seventh Supplemental Indenture . .	as of April 1, 1969
Eighth Supplemental Indenture . . .	as of May 1, 1970
Ninth Supplemental Indenture . . .	as of July 1, 1976
Tenth Supplemental Indenture . . . .	as of November 1, 1977
Eleventh Supplemental Indenture .	as of August 1, 1978
Twelfth Supplemental Indenture . .	as of December 1, 1978
Thirteenth Supplemental Indenture	as of November 1, 1979

each for the purpose of creating an additional series of bonds and of conveying additional property of the Company, and some for the purpose



WHEREAS pursuant to *Article 15* of the Original Indenture and in accordance with the provisions, terms and conditions thereof, the modifications of the Indenture hereinbelow set forth have been duly made, the same having been made by the written consent of the holders of at least 75% in aggregate principal amount of the First Mortgage Bonds entitled to consent with respect to such modifications (being at least 75% in aggregate principal amount of the First Mortgage Bonds outstanding under the Indenture in the case of the modifications set forth in *Sections 2, 3 and 4* of *Article I* hereof and being 75% of the outstanding First Mortgage Bonds of series originally issued prior to July 1, 1978, the series affected by such modifications, in the case of the modifications set forth in *Section 1* of *Article I* hereof), which modifications were duly approved by the Company as evidenced by a certified resolution of the Board of Directors filed with the Principal Trustee; and

WHEREAS *Section 14.01* of the Original Indenture provides that the Company and the Trustees may enter into indentures supplemental to the Original Indenture, which thereafter shall form a part thereof, to give effect to actions taken by bondholders pursuant to the provisions of *Article 15* of the Original Indenture, and *Sections 15.09* and *15.10* of the Original Indenture provide that instruments supplemental to the Indenture embodying any modifications or alterations of the Indenture made by written consent of bondholders may be executed by the Trustees and the Company; and

WHEREAS the Company and the Trustees desire to execute this Supplemental Indenture embodying the modifications of the Indenture made and approved as aforesaid; and

WHEREAS the Company represents that all acts and things necessary have happened, been done, and been performed, to make this Supplemental Indenture a valid and binding instrument, in accordance with its terms;

NOW, THEREFORE, THIS FOURTEENTH SUPPLEMENTAL INDENTURE WITNESSETH: That, in consideration of the premises and of One Dollar (\$1.00) to the Company duly paid by the Trustees at or before the

ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, the Company and the Trustees hereby agree as follows:

## ARTICLE I.

### MODIFICATION OF ORIGINAL INDENTURE

SECTION 1. *Section 2.01* of the Original Indenture is hereby amended to read as follows:

“§ 2.01. The aggregate principal amount of the bonds which may be executed by the Company and authenticated and delivered by the Principal Trustee and be secured by this Indenture shall be limited in principal amount at any one time outstanding (including any of the \$10,600,000 principal amount of bonds issuable as provided in § 3.01 at the time outstanding) to \$1,000,000,000, exclusive of any duplicate bonds authenticated and delivered pursuant to § 2.11.”

SECTION 2. Clause (e) of subdivision (7) of *Section 3.06* of the Original Indenture is hereby amended to read as follows:

“(e) that the Company has corporate authority and all necessary permission from governmental authorities to acquire and own such property additions;”

SECTION 3. The first sentence of *Section 4.06* of the Original Indenture is hereby amended to read as follows:

“§ 4.06. That it will keep all the insurable mortgaged property insured against fire and other risks to the extent usually insured against by companies owning and operating similar property, by reputable insurance companies or, at the Company's election, with respect to all or any part of the property, by means of an adequate insurance fund set aside and maintained by it out of its own earnings or in conjunction with other companies through an insurance fund, trust or other agreement (the adequacy of such insurance fund, trust or other agreement, to be evidenced by a certificate, to be filed with the Principal Trustee, of an actuary or other qualified person selected by the Company and satisfactory to the Principal Trustee), the loss, if any, except to the person or property of others, and except as to merchandise, materials and supplies, and except any loss less than \$250,000, to be made payable to the Principal Trustee hereunder as interest may appear and to be paid to the Principal Trustee, to be held and applied as hereinafter provided

(unless required by the terms of any prior lien to be paid to the trustee or other holder thereof).”

SECTION 4. *Section 8.04* of the Original Indenture is hereby amended to read as follows:

“§ 8.04. Unless a default as defined in § 9.01 shall have occurred and shall be continuing, the Trustees shall, whenever from time to time requested by the Company, such request to be evidenced by a certified resolution delivered to the Principal Trustee, and without requiring compliance with any of the foregoing provisions of § 8.03, release from the lien hereof any real estate which in the opinion of the Board of Directors, as stated in said resolution, is no longer useful or desirable in the conduct of the business of the Company, provided the Company has sold or agreed to sell such real estate for a cash consideration, and provided the aggregate value of such real estate so released without such compliance, as shown by the engineer’s certificate in this § 8.04 referred to, in any period of twelve (12) consecutive calendar months shall not exceed the sum of \$250,000; such release to be made upon receipt by the Principal Trustee of

“(1) a written request of the Company for the release of any property, describing the same in reasonable detail, and stating that the same is not needed for the use of the Company in its business,

“(2) an engineer’s certificate, made and dated not more than ninety (90) days prior to the filing of such written request, stating (a) the then fair value, in the opinion of the signer, of the property to be released, and (b) that such release is, in the opinion of the signer, desirable in the conduct of the business of the Company and will not impair the security under this Indenture in contravention of the provisions hereof;

“(3) a certificate of the Company and an opinion of counsel as to the compliance with conditions precedent.

“The Company covenants that it will forthwith deposit with the Principal Trustee the consideration received by it from the sale of any property so released, to be held and applied as a part of the mortgaged property, in the manner provided in § 8.11, or with the trustee or other holder of a prior lien, if required by the terms thereof, as evidenced by an opinion of counsel.”

## ARTICLE II.

## THE TRUSTEES

The Trustees hereby assent to the modification of the Indenture set forth in *Article I* hereof.

## ARTICLE III.

## MISCELLANEOUS PROVISIONS

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

SECTION 2. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

SECTION 3. Nothing in this Supplemental Indenture contained, shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the Trustees any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

IN WITNESS WHEREOF, The Empire District Electric Company, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and Harris Trust and Savings Bank and First National Bank and Trust Company of

Joplin, parties of the second part, have each caused its corporate name to be hereunto affixed, and this instrument to be signed by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf, all as of the day and year first above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By BYRON MUELLER  
BYRON MUELLER,  
*Senior Vice President*

[CORPORATE SEAL]

Attest:

H. H. KOST  
H H KOST,  
*Secretary*

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

R. L. COSTLEY  
R L COSTLEY

G. C. HUNTER  
G C HUNTER

HARRIS TRUST AND SAVINGS BANK,  
*as Trustee*

[CORPORATE SEAL]

By R. S STAM  
R. S STAM,  
*Vice President*

Attest:

C. POTTER  
C POTTER,  
*Assistant Secretary*

Signed, sealed and delivered by  
HARRIS TRUST AND SAVINGS BANK  
in the presence of:

F. A. PIERSON  
F A PIERSON

T. MUZQUIZ  
T MUZQUIZ

FIRST NATIONAL BANK AND TRUST  
COMPANY OF JOPLIN,  
*as Trustee*

[CORPORATE SEAL]

By H. PRESTON PATE  
H PRESTON PATE,  
*President*

Attest:

CLAUDE E. JARDON, JR.  
CLAUDE E JARDON, JR.,  
*Assistant Secretary*

Signed, sealed and delivered by  
FIRST NATIONAL BANK AND TRUST  
COMPANY OF JOPLIN  
in the presence of:

R. L. COSTLEY  
R L COSTLEY

G. C. HUNTER  
G C HUNTER

STATE OF MISSOURI  
 COUNTY OF JASPER

} ss..

BE IT REMEMBERED, and I do hereby certify, that on this 26th day of September, 1983, before me, a Notary Public in and for the County and State aforesaid, personally appeared BYRON MUELLER, Senior Vice President of The Empire District Electric Company, a Kansas corporation, and H. H. KOST, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its Senior Vice President and Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said BYRON MUELLER and H. H. KOST being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time Senior Vice President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said Senior Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

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

My commission expires January 22, 1985

MILDRED L. DICKERSON  
 MILDRED L. DICKERSON, *Notary Public*

[NOTARIAL SEAL]

STATE OF ILLINOIS  
 COUNTY OF COOK

} ss.

BE IT REMEMBERED, and I do hereby certify, that on this 23rd day of September, 1983, before me, a Notary Public in and for the County and State aforesaid, personally appeared R. S. STAM, Vice President of Harris Trust and Savings Bank, an Illinois corporation, and C. POTTER, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said Harris Trust and Savings Bank, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said R. S. STAM and C. POTTER, being each duly sworn by me, severally deposed and said: that they reside at Wheaton, Illinois; that they were at that time respectively Vice President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

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

My commission expires November 29, 1984

LAVETTE C. SEAY  
 LAVETTE C SEAY, *Notary Public*

[NOTARIAL SEAL].

STATE OF MISSOURI  
COUNTY OF JASPER

} SS

BE IT REMEMBERED, and I do hereby certify, that on this 26th day of September, 1983, before me, a Notary Public in and for the County and State aforesaid, personally appeared H. PRESTON PATE, President of First National Bank and Trust Company of Joplin, a corporation organized under the laws of the United States of America, and CLAUDE E. JARDON, JR., Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said First National Bank and Trust Company of Joplin, one of the makers thereof, to the foregoing instrument as its President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said H. PRESTON PATE and CLAUDE E. JARDON, JR. being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

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

My commission expires March 1, 1985.

ANDRENA W. ROARK  
ANDRENA W ROARK, *Notary Public*

[NOTARIAL SEAL]