

**CONTRACT FOR ELECTRIC POWER SERVICE**

*THE EMPIRE DISTRICT ELECTRIC COMPANY  
JOPLIN, MISSOURI*

This contract is made and entered into this **1st day of November, 2010** by and between **PRAXAIR, INC.**, hereinafter called the Customer, and **THE EMPIRE DISTRICT ELECTRIC COMPANY**, a corporation organized under the laws of the State of Kansas, hereinafter called the Company, for the Company to continue to provide an electrical connection and electrical service in form of 60 cycles, **3 phase** alternating current at approximately **4,160 volts and 277/480 volts**, at the points of delivery described in "**Exhibit A**", attached. Immediate approximate requirements: **8500 kilowatts**. Estimated future requirements: **8500 kilowatts**.

The Customer agrees to pay the Company for electric service rendered in accordance with the Company's rates, rules and regulations, applicable to the service supplied hereunder, and which shall upon the date of this application or any time during the period the Customer is supplied with electric service as provided herein, be currently in effect as published and prescribed by the Commission governing public utilities in the state in which service is rendered.

The Company will furnish and the Customer will take electric service from the Company for an initial term of **five (5) years beginning November 1, 2010**. After the initial term of this agreement, this agreement shall automatically renew for additional successive terms of **one (1) year** each unless written notice by either party to the other party shall be given, for the discontinuance or termination of same at least **three hundred sixty (360) days** before the expiration of the then current term of this agreement.

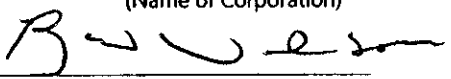
The Company shall use reasonable diligence in providing a firm, regular and uninterrupted supply of electric energy, but in case the supply of electric energy is interrupted by reason of strike, riot, invasion, storm, fire, accident, breakdown, unexpected or prolonged increase in usage, legal process, state or municipal interference, or any cause beyond its reasonable control, the Company shall not be liable for damages to the Customer for interruptions in the service due to any of the causes aforesaid.

The Customer shall give advance written notice to the Company of any changes in the kilowatt capacity of the installation specified in this agreement.

It is understood that the terms hereinbefore made or agreed to by the parties herein in relation to said electric service are merged into this agreement, including the attached **Exhibit marked "A", dated November 1st, 2010**, which is incorporated herein by reference and made a part hereof, and that no prior or contemporaneous representations or agreements, whether written or verbal, shall be binding upon the Company or Customer, except as and to the extent contained herein. This agreement encompasses all negotiations between these parties and completely embodies their agreement as to service to be provided on and after November 1, 2010. Except as specified herein, it may be modified only by an amendment that is signed by authorized representatives of both parties.

**SIC CODE: 2813**  
**NAICS CODE: 325120**  
**REV CODE: Industrial**

**PRAXAIR, INC**  
(Name of Corporation)


  
(Signature & Title)

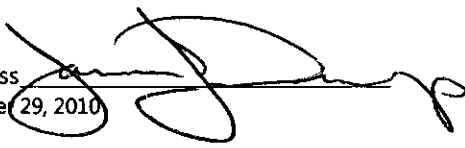
Energy Manager

**P.O. Box 713; Tonawanda, NY 14151-0713**

Accepted the 29th day of October, 2010

**THE EMPIRE DISTRICT ELECTRIC COMPANY**

By   
VP-COMMERCIAL OPERATIONS

Witness   
October 29, 2010

Witness Patricia A. Settle

**EXHIBIT "A"**

This supplemental agreement, entered into between the parties this **1<sup>st</sup> Day of November, 2010** shall be a part of the Contract for Electric Power Service between **Praxair, Inc.** (Customer) and The Empire District Electric Company (Company).

**POINTS OF DELIVERY AND CAPACITIES:**

There shall be two points of delivery. The primary point of delivery will be where the Company's 4.16 KV cable is attached to the North end of Customer's ½" x 5" bus bar at Substation #314 in Neosho, Missouri. A secondary point of delivery (for back-up of critical loads) shall be where the Company's overhead service on the East side of the Customer's plant attaches to the Customer's service entrance conductors at Customer's weatherhead. The points of delivery are the current points of delivery and no change is contemplated by this agreement. The capacity of the primary point of delivery is 10,500 KVA. The capacity of the secondary point of delivery is 500 KVA.

**RATE APPLICATION:**

The Customer will be served under the **SC-Praxair** rate as filed with the **Missouri Public Service Commission**, hereinafter called MOPSC, and in effect on this date (as of November 1, 2010, Customer Charge of \$220.80, and monthly credit of 3.76 on demand reduction per kW of contracted interruptible demand), subject, however, to change from time to time in the manner provided by Missouri law and the Rules of MOPSC. In the event that a more advantageous rate becomes available for which the customer is eligible, the Customer may select such rate by notifying the Company in writing, provided that no more than one such change is implemented in any twelve (12)-month period. For billing purposes the primary and secondary metered usages shall be aggregated.

In addition, a separate "Excess Facilities Agreement" exists, based on Rider XC to recover the costs associated with the provision of the secondary point of delivery described above.

All pertinent rules, regulations, adjustments, and conditions of service in the applicable rates and riders in effect on this date will apply, subject, however, to change from time to time in the manner provided by Missouri law and the Rules of MOPSC.

**SECURITY INSTRUMENT:**

If any bill rendered by the Company becomes delinquent, a security deposit will become due and payable within ten (10) days of the delinquent date. The amount of the security deposit will be determined by the Company in accordance with the Company's Rules and Regulations on file with the MOPSC.

**INTERRUPTIBLE PARAMETERS AND NOTIFICATION:**

Forthwith upon execution hereof, Company agrees to submit a proposed tariff sheet(s) with the MOPSC proposing to modify the language in the Special Transmission Service Contract: Praxair – Schedule SC-P, hereinafter called the SC-P Tariff, so as to reduce the maximum number of hours of interruption per year from 400 hours to 100 hours. As part of that filing, the Company also will request that the language in the SC-P Tariff be modified so as to permit the Maximum Firm Demand (MFD) and Customer Peak Demand (CPD) to automatically adjust two times during each year (one time on October 1, and one time on April 1) without changing the Interruptible Demand (ID). Company also agrees to request in the filing that the language in the SC-P Tariff be modified to place a limit on the number of days of curtailment to no more than 13 days per contract year and to place a limit on the number of hours of curtailment in any single day to no more than 8 hours per day. Such request to modify the SC-P Tariff will be filed with the MOPSC no later than 30 days following the latter of the execution date or the effective date of this contract. It is understood that the proposed tariff sheet(s) may be submitted in MOPSC Case No. ER-2011-0004. If this proposed modification is not seasonably approved by the MOPSC for any reason, Customer shall have the option to continue this agreement without the modification or to terminate it on not less than 12 months notice to Company.

Until such time as the language in the SC-P tariff permits the CPD and MFD modifications, the CPD shall remain at 7900 KW, the MFD shall remain at 300 KW, and the ID shall remain at 7600 KW. If the changes are approved by the MOPSC, the CPD

shall be 7900 KW from April 1 through September 30, each year, for the duration of this agreement. The CPD will increase to 8080 KW on October 1 of each year and remain at that level until March 31 of the following year, for the duration of this agreement. The MFD shall be 300 KW for the months when the CPD is 7900 KW and shall be 480 KW for the months when the CPD is 8080 KW. Setting the CPD and MFD as described in this paragraph will result in an ID of 7600 KW, year round.

In accordance with the Company's tariffs, the Company shall provide the Customer not less than thirty (30) minutes prior notice of interruption via telephone, and both Customer and Company shall log such Company notice and Customer response thereto. Customer shall provide Company with a telephone number where appropriate Customer personnel can be reached twenty-four hours a day, seven days a week for this purpose and Customer shall continue to be responsible for providing Company the telephone number it wants Company to use for this purpose. This notice provision shall be subject to change from time to time in the manner provided by Missouri law and the Rules of MOPSC.

#### **OTHER CONSIDERATIONS:**

- A. All equipment under the Customer's control shall be operated in such a manner as to not create voltage flicker problems, as interpreted by Company's flicker curve. The interpretation of the flicker curve for the primary service point (described above), prohibits the Customer's instantaneous in-rush load (for any reason) to exceed more than 15,074 KVA at any time (except as agreed to by Company in Items D., E., F. and G. below). In addition, Customer will not permit its instantaneous in-rush load to exceed 9,323 KVA more than one time per hour (except as permitted in items D., E., F. and G. below). In-rush load exceeding 2520 KVA more than ten times per hour shall not be permitted (except as permitted in items D., E., F. and G. below).
- B. Any motor larger than **200 H.P.** or with an in-rush load greater than **1,260 KVA** must be individually approved in writing by Company before the Customer connects it to the Company's lines at the secondary service point described above.
- C. Any motor larger than **500 H.P.** or with an in-rush load greater than **3,150 KVA** must be individually approved in writing by Company before the Customer connects it to the Company's lines at the primary service point described above.
- D. Permission is hereby granted by the Company to start and operate for the duration of this agreement **one 7,000 HP** synchronous "Recyle" motor, NEMA Code "B", in a manner that limits the "instantaneous in-rush power" to no more than **15,074 KVA**, in accordance with the starting sequence outlined in Item G. below.
- E. Permission is hereby granted by the Company to start and operate for the duration of this agreement **one 3,000 HP** induction "BLAC" motor, NEMA Code "F", in a manner that limits the "instantaneous in-rush power" to no more than **16,800 KVA**, in accordance with the starting sequence outlined in Item G. below.
- F. Permission is hereby granted by the Company to start and operate for the duration of this agreement **one 1,250 HP** induction "Feedgas" motor, NEMA Code "E", in a manner that limits the "instantaneous in-rush power" to no more than **15,074 KVA**, in accordance with the starting sequence outlined in Item G. below.
- G. The starting sequence of the motors described in items D., E. and F. above, shall be permitted as follows:
- Step 1. Most auxiliary equipment (estimated at less than 500 KW, with no motors larger than 200 HP) shall be started first. Generally, this step can be completed within 5 minutes, although this time limit may be modified as necessary by the Customer.
  - Step 2. Customer will start the 3,000 HP motor described in Item E., above. Within approximately 10 to 30 minutes thereafter, a 75 HP chiller motor will be started. At this point, the approximate total operating load is estimated to be between 1,900 and 2,200 KW.
  - Step 3. Approximately 1 hour after Step 2 is completed, the 1,250 HP motor described in Item F. above will be started; followed shortly thereafter (within 1 minute, but no sooner than 10 seconds) by the starting of the 7,000 HP motor described in Item D. above.
  - Step 4. Customer will insure that the starting sequence described in Steps 1. through 3., above will not be attempted more than three times in any single calendar day, unless specific verbal permission is granted on a case by case basis by a Systems Operation employee of the Company, who will log each such request and response.

H. The Customer is responsible for protecting motors and other equipment from damage due to loss of phase, phase reversal, and/or over/under-voltage.

I. The Customer shall insure that the Customer's harmonic loads as measured at the point of delivery shall not exceed the levels established in IEEE Standard 519.

J. The Customer agrees to give the Company sufficient prior notice of any proposed load increase in order that adequate utility facilities may be delivered and installed before such additional load is placed on line.

K. The Company agrees that the metering used for billing this account will be routinely tested by the Company at least once each year and Customer shall be notified at least 5 business days prior to such routine test, to allow for the Customer to witness the test if the Customer so desires. Company shall be permitted to test this metering on a more frequent basis as it deems necessary (including in cases of suspected meter failure), and shall make a reasonable effort to notify Customer of all such tests.

L. The Customer agrees to operate its load at a monthly average power factor of between 100%, and 95% lagging by means of electrical apparatus installed by Customer for such purpose.

**PRAXAIR INC.**



Name: Richard W. Nelson

Title: Energy Manager - North Region

Date: Oct 29, 2010

**THE EMPIRE DISTRICT ELECTRIC COMPANY**



Name: MICHAEL E. PALMER

Title: VP - COMMERCIAL OPERATIONS

Date: 11-1-2010