

## LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER AGREEMENT

### THE EMPIRE DISTRICT ELECTRIC COMPANY JOPLIN, MISSOURI

This Limited Large Customer Economic Development Rider Agreement (the "SBEDR Agreement") is made and entered into by and between [REDACTED] ("Customer") and The Empire District Electric Company, a corporation organized under the laws of the State of Kansas ("Company"), regarding electrical service to be furnished at [REDACTED] Missouri.

1. Immediate approximate requirements: [REDACTED] kilowatts. Estimated future requirements: [REDACTED] kilowatts. These requirements are incremental to those [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

2. This SBEDR Agreement is being executed pursuant to Mo. Rev. Stat. §393.1640 and the Company's Limited Large Customer Economic Development Rider, Schedule SBEDR, tariff sheets 22c-22f effective December 9, 2018 (the "Rider"). The terms of §393.1640 and the Rider, as the same may be amended or modified from time to time, shall control over and supersede any contrary terms in this SBEDR Agreement.

Customer covenants and warrants that it satisfies all Availability/Eligibility and Applicability requirements set forth in the Rider.

Customer warrants that it would not locate new facilities in the Company's service territory or expand its existing facilities in the Company's service territory but for receiving service under the Rider along with other incentives.

The Customer and the Company agree and guarantee to comply with all provisions of §393.1640 and the Rider, as the same may be amended or modified from time to time, and covenant and understand that a breach of §393.1640 or the Rider shall constitute a breach of this SBEDR Agreement.

3. This SBEDR Agreement is being executed in connection with an Application and Agreement for Electric Power Service for this same incremental load (referred to herein as the "LP Agreement"). This SBEDR Agreement and the LP Agreement shall not be construed to amend, modify, supersede, or otherwise affect each other except as expressly stated herein.

The Customer and the Company agree and guarantee to comply with all provisions of the LP Agreement and covenant and understand that a breach of the LP Agreement shall constitute a breach of this SBEDR Agreement.

4. On January 4, 2019, Customer executed and submitted to the Company an Application for Limited Large Customer Economic Development Rider Schedule SBEDR (the

"Application"). The Application was approved by the Company on January 7, 2019. Customer covenants and warrants that all representations made in that Application remain true and correct today.

5. The average of the annual discount percentages provided under this SBEDR Agreement and the Rider applicable to years one (1) through five (5) shall equal forty (40) percent and shall not be less than thirty (30) percent nor more than fifty (50) percent. The discounts provided pursuant to this SBEDR Agreement shall be as follows:

Year 1	40 percent
Year 2	50 percent
Year 3	50 percent
Year 4	30 percent
Year 5	30 percent

All pertinent rules, regulations, adjustments, and conditions of service specified in the Rider and the underlying rate schedules shall apply. The discount will be available to Customer for the load which is the subject of the LP Agreement and this SBEDR Agreement for a maximum of five years.

6. This Agreement shall remain in effect so long as the Rider is in effect, the Customer is eligible to receive service pursuant to the LP Agreement and this SBEDR Agreement, and the Customer is eligible to receive the discount provided for in §393.1640. The Rider shall expire on December 31, 2023, unless extension is requested by the Company and approved by the Commission. Pursuant to §393.1640, all discounts under the Rider shall expire no later than December 31, 2028.

Failure of the Customer to meet any of the availability and applicability criteria of the Rider used to qualify the Customer for acceptance of the Application shall result in termination of service under the Rider and this SBEDR Agreement. Failure to meet and maintain compliance with each of the items contained in the Rider shall result in termination of service under the Rider and this SBEDR Agreement.

7. In establishing the discount percentages, as set forth above, the cents per kilowatt-hour realization resulting from application of the discounted rate as calculated shall be higher than the Company's variable cost to serve the Rider accounts in aggregate, and the discounted rate also shall make a positive contribution to fixed costs associated with such service. To reasonably ensure the sufficiency of such revenues, the Company is required to perform an analysis of the Company's incremental cost of service.

The Company is also required to review and verify compliance with the Rider and this SBEDR Agreement. Customer agrees to cooperate with the Company and facilitate all such analyses, reviews, and verifications.

8. The load which is the subject of this SBEDR Agreement and the LP Agreement shall initially be served under a discount, as set forth above, applied to the Company's Primary LP

rate schedule. Upon expiration of this SBEDR Agreement, the Company and the Customer shall evaluate and determine the appropriate rate for this load. [REDACTED]

9. If either Customer or Company believes the other to be in default under this SBEDR Agreement (including in the event that Company believes that Customer no longer meets the eligibility, availability and applicability of the Rider or SBEDR Agreement), such party will deliver written notice to the other of its belief and the party receiving such notice shall have thirty (30) days to show that it was not in default or that such default was excused or otherwise to cure such default.

10. Within thirty (30) days of execution of this SBEDR Agreement, the Company shall submit it, along with documentation supporting the qualification of the Customer and the Company's review of qualification, to the Missouri Public Service Commission via EFIS.

[REDACTED]

Dated: 1/21/2019

**THE EMPIRE DISTRICT ELECTRIC COMPANY**

By: Brent A. Baker  
Brent Baker, VP - National Customer Service Experience Operations

Dated: 1/21/19