

P.S.C. Mo. No. 5 Sec. 2 11th Revised Sheet No. 9

Canceling P.S.C. Mo. No. 5 Sec. 2 10th Revised Sheet No. 9

For ALL TERRITORY

SPECIAL TRANSMISSION SERVICE CONTRACT: PRAXAIR SCHEDULE SC-P

AVAILABILITY:

This schedule is available for electric service to PRAXAIR, INC. (Customer) as stated in the contract for power service between THE EMPIRE DISTRICT ELECTRIC COMPANY (Company) and PRAXAIR, INC. ("the contract").

MONTHLY RATE:

Table with 3 columns: Charge Description, Summer Season, Winter Season. Rows include Customer Access Charge, On-Peak Demand Charge, Substation Facilities Charge, and Energy Charge (On-Peak, Shoulder, Off-Peak).

For Customers billed on a calendar month basis, the Summer Season will be the calendar months of July and August. For Customers billed on a cycle basis, the Summer Season will be the first two monthly billing periods billed on and after July 16, and the Winter Season will be the remaining ten monthly billing periods of the calendar year.

FUEL ADJUSTMENT CLAUSE:

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

DETERMINATION OF DEMANDS (CPD, MFD, ID):

An appropriate level of demand at the time of the Company's system peak shall be determined for PRAXAIR under this Schedule. This Customer Peak Demand ("CPD") shall be either PRAXAIR's actual maximum measured kW demand during a peak period, or a calculated amount based upon conditions involving PRAXAIR's actual or expected operations, and agreed upon between Company and PRAXAIR.

CURTAILMENT LIMITS:

The number of Curtailment Events in a Curtailment Year shall be no more than thirteen (13). Each Curtailment Event shall be no less than two or no more than eight consecutive hours and no more than one occurrence will be required per day unless needed to address a system reliability event.

DETERMINATION OF BILLING DEMAND:

The monthly "On-Peak Demand" shall be determined as being the highest fifteen (15) minute integrated kilowatt demand registered by a suitable demand meter during the peak hours as stated above. In no event shall the Peak Demand be less than the lesser of 6000 kW or Customer's MFD for Customers that have contracted interruptible capacity as specified in the contract or any future amendments thereto.

METERING ADJUSTMENT:

The above rates apply for service metered at transmission voltage. Where service is metered at substation voltage, metered kilowatts and kilowatt-hours will be increased prior to billing by multiplying metered kilowatts and kilowatt-hours by 1.0086.

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For ALL TERRITORY

**SPECIAL TRANSMISSION SERVICE CONTRACT: PRAXAIR  
SCHEDULE SC-P**

**MINIMUM MONTHLY BILL:**

The net minimum bill after any interruptible credits shall be the Customer Charge plus any Substation Facilities Charge plus any Demand Charges applicable to the current MFD. In no event shall the interruptible credit be greater than the Demand Charge.

The CPD shall be specified in the contract. The contract shall also specify an amount of kW demand which PRAXAIR can curtail or otherwise not cause to be placed on the Company's system by PRAXAIR agreeing to a maximum level of demand during periods of requested interruption. This Maximum Firm Demand ("MFD") of PRAXAIR shall be specified in the contract. The MFD shall be the level of demand which PRAXAIR agrees not to exceed during periods of requested interruption in return for receiving credits under this Schedule. For verification purposes, PRAXAIR shall be required to demonstrate, at the Company's request, its ability to curtail its operations to the MFD level. The difference between the CPD and the MFD, to be known as the Interruptible Demand ("ID"), expressed in kW, shall be the demand upon which credits under this Schedule shall be available to PRAXAIR.

Praxair shall be permitted to specify two sets of seasonal CPD's and MFD's. However the CPD's and MFD's must be specified in a manner that the numerical resultant "ID" amount is the same in each season.

**DEMAND REDUCTION:**

Company-initiated interruptions under this Schedule shall be initiated by a designated Company representative contacting PRAXAIR by telephone. The Company shall give PRAXAIR a notice prior to demand reduction, as specified in the contract. The Company will not request more hours of interruption over each 12 month period, starting with June 1 of each year than is specified in the contract.

PRAXAIR shall receive a credit on the monthly bill during the appropriate months of the contract year for the appropriate ID amount multiplied by the appropriate credit amount specified in this Schedule, providing that all conditions of this Schedule are met.

The failure of PRAXAIR during a period of requested interruption to keep its demand at or below the MFD, shall result in the following consequences:

1. The MFD shall be increased to equal the actual demand placed on Company's system during the requested interruption;
2. The ID specified above shall be decreased to equal the amount of the CPD minus the new MFD established during the called-for interruption;
3. The foregoing changes shall be effective prospectively for the remainder of that contract term;
4. Customer shall refund to Company (or Company may offset from future credits) any interruptible credits received under the current contract an amount equal to the change in ID times 150% of the contract rate times the number of months the current contract has been in effect.

The Company recognizes that Customer's effectuation of interruption is dependent upon Customer's electronic measurement and/or control equipment which may malfunction through no fault or error of Customer. Should noncompliance or partial noncompliance with a requested interruption result from the reasonably unforeseeable malfunction or dysfunction of electronic measurement and/or control equipment installed at Customer's facility, the Company shall have discretion, following a reasonable investigation and verification of the cause of such noncompliance, to offer to charge the Customer any incremental annual capacity costs plus any incremental energy costs incurred by the Company for load levels in excess of the MFD during the interruption in lieu of invoking any of the above penalty provisions or adjustments to the contract.

In the event that the Customer should experience an unplanned plant shutdown due to an unexpected catastrophic-type failure of its equipment which lasts longer than seven consecutive days in a single billing period, Company will make a temporary proration of Customer's bill based on the actual number of days that the plant operated during the billing period. Said proration will be based on the same calculations used by Company to issue initial bills and final bills. No more than one such proration shall be made in any contract year, nor shall the proration be made for a period which exceeds 30 calendar days. Such proration, however, may be split between two consecutive billing periods. It shall be Customer's responsibility to notify Company as soon as possible, but no later than 30 days of such an event which would cause this proration to take place. No retroactive proration will be made for plant shutdowns occurring more than thirty days prior to Empire's receipt of said notice from Customer.

THE EMPIRE DISTRICT ELECTRIC COMPANY

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For ALL TERRITORY

**SPECIAL TRANSMISSION SERVICE CONTRACT: PRAXAIR  
SCHEDULE SC-P**

**SUBSTATION FACILITIES CHARGE:**

The above Substation Facilities Charge does not apply if the stepdown substation and transformer are owned by the Customer.

**PAYMENT:**

The above rate applies only if the bill is paid on or before fifteen (15) days after the date thereof. If not so paid, the above rate plus 5% then applies.

**MONTHLY CREDIT:**

A monthly credit of \$3.76 on demand reduction per kW of contracted interruptible demand for substation metered Customers will be applied.

**GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

**SPECIAL CONDITIONS OF SERVICE:**

1. The minimum ID shall be at least 5600 kW.
2. The Company will give Customer a minimum of 30 minutes notice prior to demand reduction.
3. The Company may request a demand reduction on any day.
4. This schedule, SC-P, is available for service to Praxair, Inc. only in the event there is a contract for power service in effect between the Company and Praxair, Inc.

DATE OF ISSUE \_\_\_\_\_  
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE \_\_\_\_\_