

Rev'd.
9-5-2019

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 the [REDACTED], Missouri.

1. Immediate approximate requirements: [REDACTED] kilowatts. Estimated future requirements:

[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.

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 July 31st, 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 August 1st, 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.

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.

9. 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.



By: [Signature]
(Name & Title)

Dated: 8-13-14

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: [Signature]
Brent Baker, VP – National Customer Service Experience Operations

Dated: 8/9/19

APPLICATION AND AGREEMENT FOR ELECTRIC POWER SERVICE.

THE EMPIRE DISTRICT ELECTRIC COMPANY
JOPLIN, MISSOURI

This application made this 8th day of August, 2019, by [redacted] hereinafter called the Customer, to THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized under the laws of the State of Kansas, hereinafter called the Company, requests the Company to make an electrical connection and to furnish electrical service in form of [redacted] to be supplied at the following point of delivery: Describe Delivery Point; located at [redacted] MO. Immediate approximate requirements [redacted] Estimated future requirements [redacted] kilowatt capacity, and not to exceed [redacted] and no more often than annually, within 130 days of written notice from Customer.

The Customer agrees and guarantees 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 schedules on file with 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 approximately [redacted] or as soon thereafter as the Company commences delivering service; it being understood that the Company will need 130 days from execution of this Agreement to be able to commence providing service.

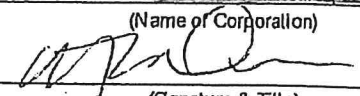
After the initial term of this agreement, this agreement shall be deemed to be automatically renewed for additional terms of one (1) year each unless written notice by either party to the other party shall be given, for the discontinuance or termination of same at least ninety (90) days before the expiration of the current term of this agreement.

The Company shall use reasonable diligence in providing a regular and uninterrupted supply of electric energy, but in case the supply of electric energy is interrupted by reasons outside of the control of Company, including, strike, riot, invasion, storm, fire, accident, breakdown which is outside the Company's control, unexpected or prolonged increase in usage on the part of the Customer, legal process, state or municipal interference, the Company shall not be liable for damages to the Customer for interruptions in the service due to any of the causes listed above that are outside of the control of the Company.

The Customer shall give immediate written notice to the Company of any material 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 hereto in relation to said electric service are merged into this agreement, including the attached Exhibit marked "A", dated August 8th, 2019, which is incorporated herein by reference and made a part hereof, and that no previous 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.

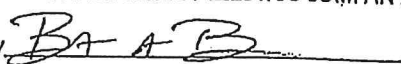
SC CODE: 0119
NAICS CODE: 111419
REV CODE: Agricultural

[redacted]
(Name of Corporation)

(Signature & Title)

Witness _____
(Date)

[redacted]
(Mailing Address)

Accepted the 9th day of August, 2019

THE EMPIRE DISTRICT ELECTRIC COMPANY
By 

Witness _____

EXHIBIT "A"

This supplemental agreement, entered into between the parties this 8th Day of August, 2019 shall be a part of the contract for power service between ~~XXXXXXXXXX, LLC~~ and The Empire District Electric Company.

POINT OF DELIVERY:

The point of delivery will be DESCRIBED in detail but will be on the approximately ~~300 feet east of the south end of the 138KV line between Hwy 24 and Hwy 160 at the intersection of Hwy 24.~~

RATE APPLICATION:

The Customer will be served under the Primary LP rate as filed with the Missouri Public Service Commission and subject to change from time to time, and the Limited Large Customer Economic Development Rider, Schedule SBEDR. 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.

All pertinent rules, regulations, adjustments, and conditions of service specified in the rate will apply.

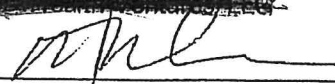
SECURITY INSTRUMENT:

An initial security deposit, an irrevocable letter of credit, or a surety bond in the amount of ~~\$10,000~~ (approximately the charges for two month's service) will be required for service under this agreement. One half of this amount (~~\$5,000~~) shall be paid when the Customer provides notice to the Company of the date service is to begin (thus triggering the 130-day period required by the Company to begin providing service), and the remaining half (~~\$5,000~~) shall be paid prior to the date the Company sets a permanent meter at the facility. In the event that an unacceptable number of bills become delinquent, the security instrument may be increased in accordance with the Company's rules and regulations on file with the Missouri Public Service Commission.

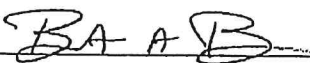
In the discretion of Company, if any bill rendered by the Company becomes delinquent, a security deposit will become due and payable within ten (10) days of the delinquent date. The amount of the security deposit will be determined by the Company in accordance with the Company's Rules and Regulations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

OTHER CONSIDERATIONS:

- A. All equipment under the Customer's control shall be operated in such a manner as to not create voltage flicker problems for any Empire customer, as interpreted by Empire's flicker curve.
- B. Any motor larger than 165 H.P. code G or with an in-rush current greater than 6 times the full load current must be approved in writing by Empire District before the Customer connects it to the Company's lines at this location.
- C. Permission is hereby granted by the Company to start one - 165 HP code G motor with a reduced voltage starter that limits the "instantaneous in-rush power" to no more than 1,035 KVA.
- D. Customer agrees to "stagger" the starting of all motors greater than 75 H.P. in such a manner that no more than one such motor is started simultaneously.
- E. The Customer is responsible for protecting motors and other equipment from damage due to loss of phase, phase reversal, and/or over/under-voltage.
- F. 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.
- G. The Customer agrees to give Empire 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.

~~_____~~


Name: ~~_____~~
Title: ~~_____~~
Date: 8-13-15

THE EMPIRE DISTRICT ELECTRIC COMPANY


Name: Brent Baker
Title: VP - National Customer Service Experience
Operations
Date: