

## LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER AGREEMENT

*THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY  
JOPLIN, MISSOURI*

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

1. This SBEDR Agreement is being executed pursuant to RSMo. §393.1640 and the Company's Limited Large Customer Economic Development Rider, Schedule SBEDR in the Company's tariff (the "Rider"). The terms of 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. The terms of §393.1640, as the same may be amended or modified from time to time, shall control over and supersede any contrary terms in the Rider and/or in this SBEDR Agreement.

2. In the case of a Customer locating a new facility in the Company's service territory or expanding an existing facility in the Company's service territory, Customer covenants 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.

3. RSMo. 393.1640 provides for two categories of possible discounts. This SBEDR Agreement is applicable to (check one below):

RSMo. 393.1640 category 1: when the new load is reasonably projected to be at least 300 kilowatts but not more than 10 megawatts and have a load factor of at least 45%, the discount shall equal 35% and shall apply for up to five years. If it is expected as of the date the discount is to commence that a 35% discount would produce revenues from Applicant's total bill that would not exceed Liberty's variable cost to serve Applicant's account(s) that are to receive the discount, the discount shall be determined so that the percentage discount, rounded to the nearest 1%, is expected, as of the date the discount percentage is determined, to provide revenues equal to 120% of Liberty's variable cost to serve Applicant's account(s) that are to receive the discount.

RSMo. 393.1640 category 2: when the new load is reasonably projected to be more than 10 megawatts and have a load factor of at least 55%, the discount percentage, rounded to the nearest 1%, shall be determined such that Applicant's total bill is expected, as of the date the discount percentage is determined, to provide revenues equal to 120% of Liberty's variable cost to serve Applicant's account(s) that are to receive the discount. Such discount shall apply for up to ten years.

Based on a projected demand of \_\_\_\_\_ with a load factor of \_\_\_\_\_, the discount percentage that reflects 120% of cost will be \_\_\_\_\_.

In establishing the initial discount, 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 such incremental demand, and the applicable discounted rate also shall make a positive contribution to fixed costs associated with service to such incremental demand.

If in a subsequent Company general rate proceeding the Commission determines that application of the specified discounted rate is not adequate to cover the variable cost to serve and provide a positive contribution to fixed costs, then the Commission shall order modification, on a prospective basis, of the contracted discount percentages to the extent necessary to do so.

4. 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 "Power Contract"). This SBEDR Agreement and the Power Contract 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 Power Contract and covenant and understand that a breach of the Power Contract shall constitute a breach of this SBEDR Agreement.

5. On the 18<sup>th</sup> day of January, 2023 Customer executed and submitted to the Company an Application for Limited Large Customer Economic Development Rider Schedule SBEDR (the "Application"), which is attached hereto and incorporated by reference. The Application was reviewed and acknowledged as being complete, by the Company, on the 30<sup>th</sup> day of January, 2023. Customer covenants and warrants that all representations made in that Application remain true and correct today.

Customer covenants and warrants that it satisfies all Availability/Eligibility and Applicability requirements set forth in the Rider and all availability and eligibility requirements in RSMo. §393.1640.

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.

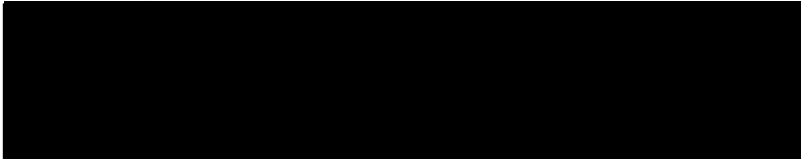
6. This Agreement shall remain in effect so long as the Rider is in effect, the Customer is eligible to receive service pursuant to the Power Contract and this SBEDR Agreement, and the Customer is eligible to receive a discount provided for in §393.1640. Discounts may only be provided by Liberty pursuant to the Rider so long as authorized by statute and so long as Applicant/Customer is in full compliance with RSMo. §393.1640 and the Rider, and Applicant acknowledges that, as such, discounts may not be available to Applicant for a full five (category 1) or ten (category 2) years.



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.

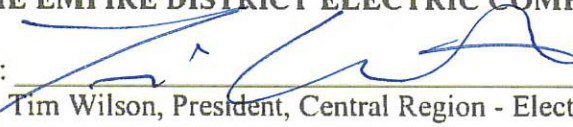
7. Within thirty (30) days of execution of this SBEDR Agreement, the Company shall submit it, along with documentation supporting the qualification of the Customer and the Company's review of qualification, to the Missouri Public Service Commission via EFIS.

8. The Company is required to review and verify compliance with certain components of §393.1640, the Rider, and this SBEDR Agreement. Customer agrees to cooperate with the Company and facilitate all such analyses, reviews, and verifications.



Dated: 04/24/2024

**THE EMPIRE DISTRICT ELECTRIC COMPANY**

By:   
Tim Wilson, President, Central Region - Electric

Dated: 4-24-2024