

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 2 2nd3rd Revised
 Sheet No. 9

Canceling P.S.C. Mo. No. 6 Sec. 2 1st2nd Revised
 Sheet No. 9

For ALL TERRITORY

TRANSMISSION SERVICE SCHEDULE TS

AVAILABILITY:

Except for customers required to take service under Schedule TS-LL, tThis schedule is available for electric service to any general service customer ("Customer") who has signed a service contract with Liberty. The Company shall supply, sell and deliver electric power at transmission or substation voltage, and the Customer shall take and pay for said power under the provisions of the service contract.

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year. The On-Peak hours will be weekdays, excluding holidays, from 12:00 p.m. through 7:00 p.m. during the Summer Season and 6:00 a.m. through 10:00 p.m. during the Winter Season. The Shoulder hours will be weekends from 12:00 p.m. through 9:00 p.m. and weekdays from 9:00 a.m. through 12:00 p.m. and 7:00 p.m. through 10:00 p.m. during the Summer Season. All other hours are Off-Peak. Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, as specified by the North American Electric Reliability Council (NERC).

Rate Set 1 is for service on and after the effective date of this sheet until one year after the effective date of this sheet. Rate Set 2 is for service on and after one year after the effective date of this sheet until two years after the effective date of this sheet. Rate Set 3 is for service on and after two years after the effective date of this sheet and thereafter:

MONTHLY RATES	RATE SET 1	RATE SET 2	RATE SET 3
CUSTOMER ACCESS CHARGE	\$ 292.37	\$ 309.74	\$ 327.16
Summer Season			
ON-PEAK DEMAND CHARGE Per kW of Billing Demand ...	\$ 28.77	\$ 30.47	\$ 32.19
SUBSTATION FACILITIES Per kW of Facilities Demand	\$ 0.56	\$ 0.59	\$ 0.63
ENERGY CHARGE, per kWh:			
On-Peak Period	\$ 0.05947	\$ 0.06301	\$ 0.06655
Shoulder Period	\$ 0.04749	\$ 0.05031	\$ 0.05314
Off-Peak Period	\$ 0.03601	\$ 0.03815	\$ 0.04029
Winter Season			
ON-PEAK DEMAND CHARGE Per kW of Billing Demand ...	\$ 19.55	\$ 20.71	\$ 21.88
SUBSTATION FACILITIES Per kW of Facilities Demand	\$ 0.56	\$ 0.59	\$ 0.63
ENERGY CHARGE, per kWh:			
On-Peak Period	\$ 0.04136	\$ 0.04381	\$ 0.04628
Off-Peak Period	\$ 0.03382	\$ 0.03583	\$ 0.03784

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 Customer under this Schedule. This Customer Peak Demand ("CPD") shall be either Customer's actual maximum measured kW demand during a peak period, or a calculated amount based upon conditions involving Customer's actual or expected operations, and agreed upon between Company and Customer.

CURTAILMENT LIMITS: Unless otherwise provided for in the Customer's curtailment or service contract, 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. The cumulative hours of curtailment per Customer shall not exceed one hundred (100) hours during any contract year. The Curtailment Contract Year shall be November 1 through October 31.

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.

DETERMINATION OF MONTHLY FACILITIES DEMAND: The monthly "Substation Facilities Demand" shall be determined as being the highest fifteen (15) minute integrated demand registered by a suitable demand meter during all hours. In no event shall Substation

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ISSUED BY Charlotte Emery, Senior Director Rates and Regulatory Affairs Timothy N. Wilson, President, Joplin, MO

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Facility Demand, if applicable be less than the greater of 6000 kW and Customer's CPD for Customers that have contracted interruptible capacity as specified in the contract or any future amendments thereto.

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TRANSMISSION SERVICE LARGE LOAD SCHEDULE TS-LL

AVAILABILITY:

Service under this rate schedule is required for (i) any qualifying new retail customer facility that takes electric service or, as applicable, agrees to take electric service after the effective date of this Schedule Transmission Service Large Load ("TS-LL") (the Effective Date). A qualifying retail customer shall have a monthly maximum demand reasonably expected to be equal to or greater than twenty-five megawatts (25 MW); or (ii) any existing retail customer premise which, after the Effective Date, adds or is reasonably expected to add incremental new demand of at least twenty-five megawatts (25 MW) or more, in which case, this rate shall apply to the expanded load. Customers taking service under this rate schedule must take service at substation or transmission level voltage. A customer served under this rate shall be referred to as a "Large Load Customer." Terms used in Schedule TS-LL that are not otherwise defined herein or in the Company's Rules and Regulations shall have the meanings assigned to them in the Large Load Customer's Electric Service Agreement ("ESA").

For the purpose of determining applicability of this rate, the Company may exercise its sole and reasonable discretion to aggregate proximately located premises or meters based on factors including, but not limited to, multiple premises proximately located with common owner(s) or a common parent company, or multiple premises proximately located sharing one or more of the following: common ownership, common local electrical infrastructure, physical layout, character of service, end use, and common control.

In the Company's sole and absolute discretion, and subject to Commission approval, a qualifying Large Load Customer that would otherwise be required to take service under Schedule TS-LL may be served through a special contract.

MONTHLY RATE:

Beginning on the Commencement Date (as defined in the Large Load Customer's ESA, but which may occur through a pre-payment or early payment structure prior to energization of the Large Load Customer's facility), the Large Load Customer shall pay the following charges, as applicable:

1. **Base Service Charges**, which apply to all Contract Capacity.
2. **Existing Generation Charges**, which apply only to System Contract Capacity; and
3. **Incremental Facility Charges**, which apply to Incremental Contract Capacity and recover the costs associated with incremental generation, transmission, and other facilities required to serve the Large Load Customer and its respective capacity.
4. **Other Charges**, as applicable, including the Securitized Utility Tariff Charge ("Rider SUTC").

1. Base Service Charges

The following charges apply to all Contract Capacity specified in the Large Load Customer's ESA:

Charge	Rate		
	RATE SET 1	RATE SET 2	RATE SET 3
Customer Access Charge	\$1,490.00	\$1,580.00	\$1,660.00
Transmission Demand Charge, per kW	\$11.99	\$12.70	\$13.41

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The Transmission Demand Charge shall be based on the greater of:

- (a) The Base Service Charges portion of the Minimum Monthly Bill; or
(b) actual demand.

The Customer Access Charge and the Transmission Demand Charge is designed to recover the portion of the Transmission Service schedule ("Schedule TS") authorized revenue requirements related to transmission demand costs and will be updated in accordance with changes to the Schedule TS or an applicable future large load rate schedule.

2. Existing Generation Charges

The following charges apply only to the System Contract Capacity specified in the Large Load Customer's ESA:

	RATE SET 1	RATE SET 2	RATE SET 3
Existing Generation Demand Charge, per kW	\$23.60	\$25.00	\$26.41
Existing Generation Energy Charge, per kWh			
Summer Season: On-Peak Period	\$0.03295	\$0.03491	\$0.03688
Summer Season: Shoulder Period	\$0.02631	\$0.02787	\$0.02945
Summer Season: Off-Peak Period	\$0.01995	\$0.02114	\$0.02233
Winter Season: On-Peak Period	\$0.02292	\$0.02427	\$0.02565
Winter Season: Off-Peak Period	\$0.01874	\$0.01985	\$0.02097

The Existing Generation Demand Charge and Existing Generation Energy Charge shall be based on the greater of:

- (a) The Existing Generation Charges portion of the Minimum Monthly Bill; or
(b) actual demand and energy attributable to System Contract Capacity.

The Existing Generation Demand Charge and Existing Generation Energy Charge are designed to recover the portions of Schedule TS authorized revenue requirements related to generation demand and energy costs attributable to Schedule TS-LL customers, respectively, and will be updated in accordance with any rate changes to Schedule TS or an applicable future large load rate schedule and/or rate class. The energy attributable to the Existing Generation Energy Charge shall be the pro-rata share of total Large Load Customer energy usage allocated by the percentage of the Large Load Customer's Contract Capacity that is designated as System Contract Capacity for the applicable year of the Term.

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"). The Large Load Customer shall be responsible for one hundred percent (100%) of all fuel and purchased power costs attributable to service provided under this Schedule TS-LL. For service supplied from the Company's existing generation resources, ninety-five percent (95%) of applicable fuel and purchased power costs shall be recovered through the Company's Rider FAC. The remaining portion of such fuel and purchased power costs not recovered through Rider FAC shall be recovered through the Incremental Energy Charge. Fuel and purchased power costs attributable to service supplied from incremental generation facilities shall be recovered through the Incremental Energy Charge. The combined application of Rider FAC and the Incremental Energy Charge shall recover one hundred percent (100%) of the fuel and purchased power costs attributable to the Large Load Customer's service.

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To the extent that the Large Load Customer exceeds its Contract Capacity, all demand above its Contract Capacity in a given month will also be included in the calculation of the Existing Generation Charges.

3. Incremental Facility Charges

The Incremental Facility Charges cover the incremental costs associated with service to the Large Load Customer, and include (a) a Capacity Support Charge, (b) an Incremental Energy Charge, (c) an Incremental Generation Cost of Service Charge, (d) an Incremental Transmission Cost of Service Charge, and (e) the Allocated 4-State Cost Adjustment Charge. With the exception of the Capacity Support Charge, the costs and calculation methodology for each charge shall be specified in the Large Load Customer's ESA.

The Incremental Facility Charges shall be established at or prior to the beginning of the ESA Term, and update annually thereafter, including each year of the Term, as defined in the ESA. The charges included in the Large Load Customer's monthly bill shall be based on the Company's projected incremental costs to serve the Large Load Customer during the applicable contract year and recovered from the Large Load Customer through a levelized monthly charge. At the end of each contract year, the Company shall perform a true-up comparing projected incremental costs to actual incremental costs incurred. Any over- or under-recovery shall be reflected in the Incremental Facility Charges calculated for the following year of the applicable Term.

Charge	Rate		
	RATE SET 1	RATE SET 2	RATE SET 3
Capacity Support Charge, per kW	\$8.26	\$8.75	\$9.24
Incremental Energy Charge	Customer-specific charge specified in ESA		
Incremental Generation Cost of Service Charge	Customer-specific charge specified in ESA		
Incremental Transmission Cost of Service Charge	Customer-specific charge specified in ESA		
Allocated 4-State Cost Adjustment Charge	Customer-specific charge specified in ESA		

The Capacity Support Charge is a per kW charge that reflects the Customer's contribution to the Company's existing generation system, which provides reliability, operational flexibility, and other system benefits that support service to the Customer's facility. The Capacity Support Charge is initially set as thirty-five percent (35%) of the Existing Generation Demand Charge, and may be updated in accordance with any applicable changes to Schedule TS or future rate change applicable to Large Load Customers.

The Incremental Energy Charge shall reflect the applicable fuel and purchased-power costs, less market revenues attributable to the incremental resources procured to serve the Customer's facility; and the portion of fuel and purchased-power costs associated with existing generation resources used to serve the Customer's facility that is not recovered through the Company's FAC as part of the Existing Generation Energy Charge. The energy attributable to the Incremental Energy Charge shall be the pro-rata share of the Large Load Customer total energy usage, determined based on the percentage of the Large Load Customer's Contract Capacity designated as Incremental Contract Capacity for the applicable year of the Term. In the Company's sole and absolute discretion, the Company may revise the Incremental Energy Charge on as frequently as a monthly basis in the event the difference between the projected and actual costs would result in significant over- or under-recovery by the Company.

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TRANSMISSION SERVICE LARGE LOAD SCHEDULE TS-LL

Incremental Generation Cost of Service Charge - A Large Load Customer shall pay a monthly Incremental Generation Cost of Service Charge designed to recover the Large Load Customer's representative share of the Company's cost of new, modified, incremental, and/or accelerated generation resources, capacity resources, purchased power resources, or other supply-side resources required or procured by the Company to serve the Large Load Customer's Contract Capacity.

The Incremental Generation Cost of Service Charge ("GCS") shall be calculated based on projected costs for an applicable contract year, as follows:

$$GCS_i = PPA_i + DGRR_i$$

Where:

PPA_i = For the applicable contract year i , one-twelfth (1/12) of the projected costs of any purchased power agreements, capacity contracts, energy contracts, or other supply arrangement entered into or relied upon to serve the Large Load Customer for the applicable contract year. Such costs may include, without limitation and to the extent not otherwise recovered from the Customer, (a) all costs incurred by the Company in developing and entering such agreements, (b) any fees or penalties incurred by the Company under such agreements, and (c) a commercially reasonable management fee. In some cases, the Large Load Customer may be a party to agreements covered by the Incremental Generation Cost of Service Charge.

$DGRR_i$ = For the applicable contract year i , one-twelfth (1/12) of the projected revenue requirements for any designated generation facility built or acquired by the Company to serve the Large Load Customer for the contract year. Such revenue requirement may include, without limitation and to the extent not otherwise recovered from the Customer:

- a. Return on and of investment (adjusted to exclude any up-front payment, pre-payment, or Contribution-in-Aid-of-Construction ("CIAC") paid for by the customer), including depreciation commensurate with the Term of the ESA and applicable federal, state, and local taxes;
- b. Fixed operation and maintenance expense;
- c. Variable operation and maintenance expense;
- d. Fuel, energy, and purchased power costs with respect to incremental units to the extent not included in the Incremental Energy Charge;
- e. Interconnection or deliverability costs associated with the generation resource, to the extent not recovered under another charge;
- f. Regulatory, planning, permitting, legal, administrative, and compliance costs directly associated with the resource; and,
- g. Any other costs reasonably incurred to make generation or capacity available to serve the Large Load Customer.

The Incremental Generation Cost of Service Charge shall be reduced by any revenues, credits, reimbursements, market revenues, capacity revenues, or other offsets projected to be received by the Company and directly attributable to the designated generation facility or resource costs included in the charge, to the extent such amounts are not otherwise credited to the Customer through the Incremental Energy Charge.

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Incremental Transmission Cost of Service Charge - A Large Load Customer shall pay a monthly Incremental Transmission Cost of Service Charge if the Company incurs, becomes obligated to incur, or is allocated new, modified, or incremental transmission, substation, interconnection, network upgrade, delivery, or related costs to serve one or more Large Load Customers.

The Incremental Transmission Cost of Service Charge ("TCS") shall be calculated based on projected costs for an applicable contract year, as follows:

$$TCS_i = DTRR_i$$

Where:

$DTRR_i$ = For the applicable contract year i , one-twelfth (1/12) of the projected revenue requirement associated with new or incremental transmission, substation, interconnection, delivery, or related facilities or costs required to serve the Large Load Customer. Such revenue requirement may include, without limitation and to the extent not otherwise recovered from the Customer:

- a. Return on and of investment (adjusted to exclude any up-front payment, pre-payment, or CIAC paid for by the customer), including depreciation commensurate with the Term of the ESA and applicable federal, state, and local taxes;
- b. Directly assignable transmission or interconnection costs;
- c. SPP study, planning, engineering, interconnection, regulatory, permitting, legal, administrative, compliance or network upgrade costs assigned to the Company or the Customer;
- d. Transmission service, delivery, or network-related costs caused by or required to serve the Large Load Customer;
- e. Operation and maintenance expense associated with the designated transmission facilities, or a reasonable estimate thereof; and
- f. Any other transmission, substation, interconnection, or delivery costs reasonably incurred to provide service to the Large Load Customer.

The Incremental Transmission Cost of Service Charge shall be reduced by any up-front payment, pre-payment, CIAC, direct Customer payment, reimbursement, SPP credit, transmission revenue credit, and/or any other offset received by the Company and directly attributable to the costs included in the charge. The Company may also modify the calculation of the charge, as appropriate, to adjust for and apportion any qualifying charges that are assigned or incurred on a class basis.

Allocated 4-State Cost Adjustment Charge - A Large Load Customer shall pay an Allocated 4-State Cost Adjustment Charge. This adjustment shall recover the incremental allocated costs to the Company's Empire Missouri jurisdiction as a result of the inclusion of the Large Load Customer's load in the Company's four-state allocation model. The Company's four-state allocation model shall be modified to allocate such incremental costs to the Large Load Customer so that such costs are not borne by other Missouri retail customers of the Company.

The Allocated 4-State Cost Adjustment Charge shall be established at the beginning of the Customer's ESA Term and updated annually thereafter for each contract year. The charge shall be based on the output of the Company's modified four-state allocation model. The charge shall be recovered from the Large Load Customer through a levelized monthly charge.

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RESERVE MARGIN:

To the extent that any of the Base Service Charges, Existing Generation Charges, or Incremental Facility Charges do not already account for the Company's applicable reserve margin requirements, such charges shall be calculated as necessary to cover costs associated with the applicable reserve margin requirements (including but not limited to the Incremental Generation Cost of Service Charge and Incremental Transmission Cost of Service Charge).

MINIMUM MONTHLY BILL:

During the Term, as defined in the Large Load Customer's ESA, the Customer shall be subject to a Minimum Monthly Bill requirement, calculated as follows:

- For the Base Service Charges, the Large Load Customer shall pay the Transmission Demand Charge calculated using eighty percent (80%) of Contract Capacity specified in the customer's ESA and one hundred percent (100%) of the Customer Access Charge.
- For the Existing Generation Charges, the Large Load Customer shall pay the Existing Generation Demand Charge calculated using eighty percent (80%) of the System Contract Capacity specified in the customer's ESA and the Existing Generation Energy Charge calculated using one hundred percent (100%) of the System Contract Capacity and an assumed load factor of eighty-five percent (85%).
- For the Incremental Facility Charges, the Large Load Customer shall pay 100% of the Incremental Generation Cost of Service Charge, the Incremental Transmission Cost of Service Charge, and the Allocated 4-State Cost Adjustment Charge. The Capacity Support Charge shall be calculated using eighty percent (80%) of the Incremental Contract Capacity and the Incremental Energy Charge shall be calculated using one hundred percent (100%) of the Incremental Contract Capacity and an assumed load factor of eighty-five percent (85%).
- For Other Charges, and for purposes of Rider SUTC, the Large Load Customer shall pay one hundred percent (100%) of the "Projected Usage for Annual Period" as that term is defined and calculated in the Securitized Utility Tariff Charge compliance filings

To the extent that a Large Load Customer has a Load Ramp Term, the Minimum Monthly Bill shall be calculated based on the Adjustable Contract Capacity as specified in the ESA for the Load Ramp Term. Where any Load Ramp Term has commenced and the Company has not energized facilities to serve the Adjustable Contract Capacity corresponding to any monthly billing period of the Load Ramp Term by the end of the monthly billing period, the Large Load Customer may be subject to current or prospective relief from the Minimum Monthly Bill.

COST STABILIZATION RIDER:

Large Load Customers eligible to receive service under the Company's Limited Large Customer Economic Development Rider ("Schedule SBEDR") will be subject to the Cost Stabilization Rider ("CSR"), an adjustment clause designed to ensure recovery of costs incurred to serve the Large Load Customer to which this rate applies. The CSR shall be applied consistent with Mo. Rev. Stat. § 393.1640. The CSR shall be calculated based on comparing the Large Load Customer's estimated base rate revenue and estimated final bill revenue. Estimated base rate revenue shall be the revenue produced by all applicable base rate, riders and other applicable charges (including customer-specific charges specified in the Large Load Customer's ESA) and the estimated final bill revenue shall be the base rate revenue plus any applicable rate discounts, such as an approved economic development rate. Should the Large Load Customer's estimated final bill revenues fall below its estimated base rate revenue, an amount, expressed in a dollar per kW (\$/kW) charge, will be added to the Large Load Customer's bill through the CSR. The CSR shall be customer-specific and memorialized in the Large Load Customer's ESA. This comparison shall be completed annually. The CSR shall not be subject to any related Schedule SBEDR discount. The CSR is a non-bypassable charge.

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TRANSMISSION SERVICE LARGE LOAD SCHEDULE TS-LL

LARGE LOAD SERVICE TERMS:

- A. **ELECTRIC SERVICE AGREEMENT:** Large Load Customers receiving service under this rate are required to enter into a written ESA with the Company. The ESA will detail all terms, conditions, and charges for electric service.
- B. **TRANSMISSION FACILITIES:** Transmission facilities and network upgrades needed to serve a Large Load Customer shall be paid for in full by the customer. A Large Load Customer may be required to pay an upfront deposit, pre-payment, or CIAC for designated transmission facilities needed to serve the Large Load Customer that covers up to one hundred percent (100%) of the costs associated with the facilities, including construction. The Company may, in its sole and absolute discretion, fund designated transmission facilities on a case-by-case basis, with the full amount paid by the Large Load Customer through the Incremental Transmission Cost of Service Charge in the Incremental Facility Charges of the Large Load Customer's bill during the ESA Term and covered in full by payment assurance from the Large Load Customer. Where designated transmission facilities will be used to serve multiple customers, the costs shall be allocated among the pertinent customers proportionate to their share. Where designated transmission facilities are determined to provide system benefits, a Large Load Customer may be entitled to a credit against the Incremental Transmission Cost of Service charge.
- C. **COMPANY-OWNED GENERATION FACILITIES:** Any incremental generation facilities needed to be constructed to serve a Large Load Customer or customers will be paid for in full by that customer or customers. A Large Load Customer may be required to pay an upfront deposit, pre-payment, or CIAC for designated generation facilities needed to serve the Large Load Customer for up to 100% of the costs associated with the construction of such facilities, including but not limited to procurement and construction costs and along with all related obligations and liabilities. The Company may, in its sole and absolute discretion, fund generation facilities on a case-by-case basis, with up to the full amount paid by the Large Load Customer through the Incremental Generation Cost of Service Charge in the Incremental Facility Charges of the Large Load Customer's bill during the ESA Term and covered by payment assurance from the Large Load Customer or customers. Where designated generation facilities will be used to serve multiple Large Load Customers, the costs shall be allocated among the Large Load Customers proportionate to their share. The Company shall use commercially reasonable efforts consistent with prudent utility practice to procure generation sufficient to serve the Large Load Customer under this Schedule TS-LL.
- D. **ESA TERM:** Each ESA with a large Load Customer will specify a minimum Term consisting of (i) a 15-year term at a Fixed Contract Capacity ("Fixed Term"); and (ii) an optional load ramp of up to 5 years prior to the Fixed Term ("Load Ramp Term"), commencing either before or when facilities (including bridge power facilities, if applicable) are energized for service, as defined in the ESA (the "Commencement Date"). ESAs will be subject to automatic extension periods of 5 years (each, an "Extension Term") at the end of the Term or any Extension Term unless otherwise agreed in the ESA. Either party to the ESA must provide at least twenty four (24) months' written notice to the other party prior to the end of the Term or any Extension Term of its intention not to extend the ESA. The Large Load Customer and the Company may agree to alternative arrangements for the Extension Term in the ESA.
- E. **CONTRACT CAPACITY:** Each ESA with a Large Load Customer will specify the Contract Capacity expressed in kW, consisting of (i) a Fixed Contract Capacity that applies during the Fixed Term, (ii) an Adjustable Contract Capacity that applies during the Load Ramp Term. The Adjustable Contract Capacity schedule is subject to the mutual agreement of the Company and the Large Load Customer, and shall be specified in the ESA in no less than monthly increments. To the extent that a Large Load Customer will be served by the Company's existing generation system at any point during the Fixed Term or the Load Ramp Term, the Fixed Contract Capacity and Adjustable Contract Capacity in the ESA shall designate which portions of the Contract Capacity are System Contract Capacity served by the Company's existing generation resources and which portions are Incremental Contract Capacity served by generation resources paid for through the Incremental Facility Charges.

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- F. If a Large Load Customer's demand exceeds Contract Capacity, the Company, in its sole and absolute discretion, may permit the Large Load Customer to exceed the Contract Capacity, subject to equipment, deliverability and power constraints, Southwest Power Pool Open Access Transmission Tariff ("SPP OATT") provisions, and prudent utility practice. Any demand served by the Company in excess of the Contract Capacity shall be billed through the Existing Generation Charges. To the extent that a Large Load Customer's demand in exceedance of the Contract Capacity results in the Company incurring costs, the Large Load Customer shall be solely responsible for payment of such costs through the Incremental Facility Charges or the Existing Generation Charges, as applicable. If a Large Load Customer exceeds its Contract Capacity for more than four (4) months in any consecutive twelve (12)-month period, the Company may require the Large Load Customer to amend the ESA to reflect an increase in Contract Capacity.

A Large Load Customer may not decrease the Contract Capacity except (i) with the Company's prior written approval in its sole and absolute discretion, or (ii) the Company's inability to supply a portion of the Contract Capacity (subject to time periods and terms for inability set forth in the tariff or ESA).

- G. TERMINATION AND EXIT FEE: Except as otherwise agreed in the ESA, a Large Load Customer may terminate the ESA at any time for any reason or no reason on twenty-four (24) months' notice. Any termination of the ESA shall be subject to payment of the Exit Fee by the Large Load Customer. The Large Load Customer must continue to pay monthly bills during the notice period, including the Minimum Monthly Bill where applicable. Insufficient notice will result in additional charges.

If the ESA is terminated early for any reason, the Large Load Customer will pay an Exit Fee in a lump sum due on the effective date of termination. The Exit Fee will equal the sum of:

- (i) The balance of the Incremental Generation Cost of Service Charge and Incremental Transmission Cost of Service Charge based on the projected costs expected to be incurred for the remainder of the Term;
- (ii) Thirty-six (36) months of Base Service Charges, Existing Generation Charges, the Capacity Support Charge, the Incremental Energy Charge, and Rider SUTC, with each charge determined using the calculation specified in the Minimum Monthly Bill following the effective date of termination (or after the start of the Fixed Term, if later) and using the Fixed Contract Capacity as of the effective date of termination; and
- (iii) Thirty-six (36) months of the Allocated 4-State Cost Adjustment Charge projected from the effective date of termination.

Where there are fewer than thirty-six (36) months remaining in the Term on the effective date of termination, all elements of the Exit Fee will be calculated based on the number of months remaining in the Term.

The Company shall use commercially reasonable efforts consistent with prudent utility practice to mitigate the Exit Fee until ninety (90) days prior to the effective date of termination. To the extent the Company has commenced construction of designated transmission or generation facilities as of the effective date of termination of the ESA, the Company shall not be required to pause construction of such facilities and may true-up the final costs of such facilities in the Incremental Facility Charges at any point before invoicing the Large Load Customer for the Exit Fee.

The Exit Fee will be recalculated annually to account for, among other things, (i) changes in Schedule TS Rates that impact Base Service Charges, Existing Generation Charges, or the Capacity Support Charge, (ii) changes in the Incremental Facility Charges, and (iii) the decrease in the remaining number of years in the Term. If the Large Load Customer fails to timely pay the Exit Fee or related charges, the Company may draw upon the Credit Support as described within this schedule, and has the right to pursue any and all legal remedies contemplated by law or commercial contract.

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In the event the ESA is terminated prior to the Commencement Date (as defined in the ESA), the Company may, in its sole and absolute discretion and subject to the Company's determination that other customers will be adequately protected from any unjust or unreasonable costs arising from the termination of service to the Large Load Customer, consider a reduction in the amount of the Exit Fee.

- H. CREDIT SUPPORT: A Large Load Customer must provide and maintain credit support (the "Credit Support") for its obligations under the ESA in an amount of not less than the full amount of the Exit Fee, recalculated annually. Certain defaults of the Large Load Customer or the guarantor (including dropping below the required threshold credit rating) will entitle the Company to require a change in the form of credit support. The Credit Support requirement is predicated on the Large Load Customer being a going concern and having at least an investment grade credit rating (BBB-/ Baa3 from at least two of S&P, Moody's and Fitch). The Company may grant a Large Load Customer relief from these basic qualifications in the Company's sole and absolute discretion and subject to (i) an internal credit review by the Company, (ii) a determination by the Company that other customers will be adequately protected from any unjust or unreasonable costs arising from service to the Large Load Customer, and (iii) satisfaction by the Large Load Customer of additional terms and conditions deemed reasonable and appropriate by the Company regarding the form and issuer of the Credit Support.

Subject to mutual agreement by the parties to the ESA, Credit Support may be provided in the form of cash, a Letter of Credit, or an irrevocable, unconditional guaranty.

Where Credit Support is provided as a guaranty, the guarantor is subject to an internal credit review by the Company and must have a credit rating of at least A-/A3 from at least two of S&P, Moody's and Fitch, and must not be on negative credit watch. The dollar amount of the Credit Support that may be provided under a guaranty is subject to an internal credit review by the Company. The guaranty must be in a format acceptable to and approved by the Company in its sole and absolute discretion.

Where Credit Support is provided as an irrevocable and unconditional letter of credit ("Letter of Credit"), such Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Large Load Customer, with a credit rating of at least A- from S&P and A3 from Moody's and a minimum of \$100 billion in assets. Such Letter of Credit must be issued for a minimum term of one (1) year with automatic renewals lasting for the duration of the Term. If the security is not renewed, extended, or increased as required herein, the Company will have the right to draw immediately upon the Letter of Credit and/or demand cash collateral in the amount of the required increase and be entitled to hold the amounts so drawn or received as security until the Large Load Customer has either (i) come back into compliance with the requirements for use of a Letter of Credit or, (ii) if required by the Company, has provided an alternative form of collateral consistent with this rate or the ESA. The Letter of Credit must be in a format acceptable to and approved by the Company in its sole and absolute discretion.

In case of an uncured breach by the Large Load Customer of the ESA, an uncured breach by the guarantor under the guaranty, or any notice of termination, or refusal to continue the Letter of Credit by the issuing bank, or other insecurity event, the Company may draw on the Credit Support, as further set forth in the ESA.

Any Credit Support shall remain outstanding and in full force and effect until the later of (i) the end of the Term, or (ii) the date upon which Company has received full payment by Customer for any Exit Fee and any other obligations owed by the Large Load Customer under this Schedule TS-LL in accordance with the ESA (such later date, the "Credit Support Termination Date"). Upon the occurrence of the Credit Support Termination Date, the Company shall, as set forth in the ESA and depending on the form of Credit Support, take commercially reasonable actions to release the Large Load Customer's Credit Support.

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- The Company may, in its sole and absolute discretion (but shall have no obligation to), authorize a modification (including a reduction) in the amount (or form) of the Credit Support or relief from Credit Support requirements subject to any conditions as the Company may require in its sole and absolute discretion. In the event that a Large Load Customer fails to satisfy any conditions associated with such a modification, the Company may require the Large Load Customer to increase Credit Support back to the maximum allowed under this Schedule TS-LL, or modify the form of credit support.
- I. **ONSITE ENERGY RESOURCES:** Any onsite energy resources providing electric power (including storage) must be provided through the Company as the retail serving utility, consistent with other third-party resources in accordance with applicable law and/or tariff. The existence or operation of any such onsite energy resources shall not reduce, offset, or otherwise affect the calculation of the Base Service Charges, the Existing Generation Charges, or the Incremental Facility Charges of the Large Load Customer's bill. A Large Load Customer shall not enter into or undertake any power supply arrangement that in any way limits, reduces, or impairs Company's exclusive right to serve the entirety of the Large Load Customer's load unless otherwise expressly permitted by law, tariff, and Company written agreement.
- J. **CONTRACTED GENERATION CAPACITY OR ENERGY:** If the Company and the Large Load Customer mutually agree that the generation plan to serve the Large Load Customer will include independent power producer (IPP)-owned generation (whether front-of-the-meter and behind-the-meter/colocated generation), or generation owned by the Large Load Customer (whether front-of-the-meter or behind-the-meter grid-connected generation), a power purchase agreement or capacity purchase agreement (PPA) would be procured through the Company to the Large Load Customer. In the case of a PPA with an IPP, the Large Load Customer is directly responsible to the IPP for all costs, liabilities and obligations (including any imputed debt related to capital lease accounting), which is expected to include direct payment and credit support to the IPP.
- K. **CURTAILMENT:** The Company may curtail the Large Load Customer for any SPP emergency or Local Reliability Events. Local Reliability Events shall include actual or imminent emergencies or conditions that adversely affect the quality of service or interfere with the safe and reliable operation of the Company's electric grid as further described in the SPP OATT or current business practices. In the event that SPP announces an Emergency Condition, or in the event of a Local Reliability Event, the Company shall require the Large Load Customer to operate at load levels either consistent with its Contract Capacity, or in a manner the Company directs in its technical discretion in order to mitigate the Emergency Condition or Local Reliability Event. Should the Emergency Condition or Local Reliability Event escalate, the Company may require the Large Load Customer to curtail load to a level at or below its Contract Capacity until, as applicable, the Emergency Condition is removed by the SPP or the Local Reliability Event has been corrected in the reasonable judgment of the Company in accordance with prudent utility practice. The Company may curtail any demand above the Contract Capacity at any time for any reason. Curtailment shall not be compensable.
- L. **DEFAULT:** In case of Large Load Customer default (including payment default, credit support default or other non-monetary defaults), the Company may, without limitation: draw on the full amount of the Credit Support, subject to notice and cure periods, suspend service, or terminate the ESA, at its discretion.

For agreements involving the Company and third parties (including but not limited to sleeved PPAs, agreements for third-party construction of Company-owned generation facilities, capacity contracts, energy contracts, or other supply arrangement(s)), the Large Load Customer will look solely to such agreement(s) to remedy for any default (whether by the Company or by the third party) arising under such agreements.

The Company will be in default only for an unexcused failure to serve the Large Load Customer on the terms and conditions set forth in the applicable tariffed rate(s) and ESA.

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- M. ASSIGNMENT: The Large Load Customer may not assign an ESA (or any guaranty), without the Company's prior written consent, not to be unreasonably withheld (provided, that any material risk factors in the Company's security of payment shall be grounds to withhold such consent).
- N. CHANGE IN LAW: In the event of a change in law, the parties will negotiate in good faith applicable amendments that result in the Company and its other, Non-Large Load customers, having no greater cost obligation or allocation of risk relative to the current ESA prior to the change in law to the greatest extent possible.

Without limiting the foregoing, in the event of a change in law that results in a material detriment to the Company or its other, Non-Large Load customers, from the Company's continued provision of service to the Large Load Customer under Schedule TS-LL, unless the detriment has been fully mitigated by the Large Load Customer under an amendment to the ESA or other binding agreement to the Company's reasonable satisfaction, the Company may: (i) suspend or alter its performance to mitigate such detriment; (ii) take other reasonable measures to mitigate such detriment, at customer's cost; or (iii) terminate the ESA without liability to the Company or its Non-Large Load customers.
- O. LOAD FORECAST: The Large Load Customer shall provide hourly forecasts for the remainder of the current Operating Day and the following six Operating Days, together with updated intra-day and rolling short-term forecasts, in sufficient time for the Company to satisfy all SPP requirements applicable to registered Non-Conforming Load (as defined by SPP).