

**PARTICIPANT AGREEMENT
NON-ROAD PILOT INCENTIVE REBATE PROGRAM**

This Non-Road Pilot Incentive Rebate Agreement (the "Agreement") is made and entered into this ___ day of _____, 20_____, (the "Effective Date") by and between THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas and having its principal place of business in Joplin, Missouri, ("Liberty-Empire" or "Company") and _____, a _____ organized and existing under the laws of _____ ("Participant").

W-I-T-N-E-S-S-E-T-H

WHEREAS, Liberty-Empire customers are interested in adopting new technologies, including opportunities that exist within the electric vehicle market; and

WHEREAS, increasing accessibility to the electric vehicle market fits within Liberty-Empire's corporate sustainability goals because electric vehicles emit significantly less pollutants than gasoline counterparts and the electricity used to power electric vehicles has lower carbon intensity than fossil fuels such as gasoline and diesel; and

WHEREAS, Liberty-Empire has developed and launched a pilot program aimed at increasing the general public's awareness of the advantages of the adoption of qualifying electric technologies that would otherwise be powered by gasoline or diesel; and

WHEREAS, Participant has applied to Liberty-Empire for one or more incentive rebates for its purchase or lease of equipment qualifying for an incentive rebate under the Pilot Program; and

WHEREAS, Liberty-Empire has determined that Participant is eligible for receiving the incentive rebate(s) applied for.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Incentive Rebate. Liberty-Empire shall remit to Participant, within 30 days of the Effective Date of this Agreement the following incentive rebate(s) [check all that apply]

- | | |
|--|---------|
| <input type="checkbox"/> Participant-owned electric forklift | \$2,500 |
| <input type="checkbox"/> Participant-leased electric forklift | \$1,250 |
| <input type="checkbox"/> Participant-owned or leased electric standby truck refrigeration unit ("TRU") | \$1,600 |
| <input type="checkbox"/> Participant-owned or leased truck stop electrification equipment | \$2,300 |

2. Participant Representations and Warranties. Participant represents and warrants that:

a. The information provided to Liberty in Participant's rebate application dated _____ was true and accurate at the time made and is true and accurate on the Effective Date;

b. If Liberty-Empire is providing an incentive rebate for an electric forklift, no more than 20 incentive rebates for electric forklifts, have been received in total from Liberty-Empire under the Pilot Program by Participant and its Affiliates.

c. If Liberty-Empire is providing an incentive rebate for a TRU, no more than 45 incentive rebates for TRUs have been received in total from Liberty-Empire under the Pilot Program by Participant and its Affiliates.

“Affiliate” means, with respect to any entity, each entity that directly or indirectly controls, is controlled by, or is under common control with, such designated entity, with "control" meaning the possession, directly or indirectly, of the power to direct management and policies, whether through ownership of voting securities (if applicable) or by contract or otherwise.

3. Limitation of Liability; Indemnity. Other than remittance of the incentive rebate(s), Liberty-Empire will have no liability whatsoever to Participant under this Agreement. Participant shall indemnify, defend, and hold harmless Liberty-Empire, including its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns, from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys’ fees, court costs and cost of appellate proceedings, resulting from for Participant’s ownership or lease and use of the equipment for which Liberty-Empire has remitted an incentive rebate(s).

4. Governing Law. This Agreement will be governed by and construed pursuant to the laws of the State of Missouri applicable to contracts made and to be performed in the State of Missouri without giving effect to the principles of conflict of laws of the State of Missouri. All parties to this Agreement do hereby agree and submit to personal jurisdiction in Jasper County, Missouri, for the purpose of any judicial proceeding and do hereby waive any and all rights to contest jurisdiction and venue in Jasper County, Missouri, and any claim that such jurisdiction or venue is invalid.

5. Notices. Any notice, demand, request, consent, approval or other communications required or permitted to be given pursuant to this Agreement to either party by the other party will be in writing and will be either hand-delivered or sent either by registered or certified mail, return receipt requested, first class postage prepaid, addressed to the party to be notified at the following address:

If to Liberty-Empire, then to:

Diana Carter, Director of Legal Services
602 S. Joplin Avenue
Joplin, MO 64801

If to Participant, then to:

Notices given as provided above will be deemed given (i) upon delivery, if hand-delivered, or (ii) upon the date shown on the return receipt, if sent by registered or certified mail, or courier. The address to which notices are to be given to may be changed from time to time by a party by providing written notice to the other party of the new address.

6. Miscellaneous. This Agreement will inure to the benefit of, and will be binding and enforceable upon, the parties, their respective successors and permitted assigns. This Agreement constitutes the full and complete understanding and entire agreement of the parties, and supersedes any and all other agreements, oral or written, with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year aforesaid, acknowledging that each has read this Agreement and fully understand the terms and obligations set forth hereinabove and that each is duly authorized to enter into this Agreement.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: _____

Name: _____

Title: _____

[Name of Participant]

By: _____

Name: _____

Title: _____