

APPLYING TO MISSOURI SERVICE AREA

**RENEWABLE CHOICE PROGRAM**

**PURPOSE**

The purpose of the Renewable Choice Program ("Program") is to offer eligible Customers an opportunity to subscribe to a designated new renewable wind resource ("Resource") to be developed for the Program.

**PROGRAM DESCRIPTION**

Under the Program, eligible Customers can elect to receive renewable energy service ("RE Service"). By doing so, Customers agree to contract for a subscribed portion of a RE Block of renewable power that is produced for sale into the wholesale energy market. The RE Block will be sold to Customers in accordance with the price, terms and conditions that are defined in each individual Customer's RE Service Agreement (the form of which is included in the tariff sheets governing this Program). The Customer's subscription shall be reflected in the RE Service Agreement, and will be based upon the Customer's Annual Usage and Customer's RE Subscription Level. Each Customer subscription shall continue for a term of 15 years. Eligible Customers may subscribe for up to 100% of their Annual Usage.

**DEFINITIONS**

Account: Except as otherwise agreed between Company and Customer, each premise where electricity is individually metered is an account.

Actual Metered Hourly RE Production: This is the total actual energy production of the Resource, as measured at the CP node where the power is injected into the wholesale energy market, as further described below. This value is expressed as the hourly metered production of energy (MWh).

Company Administration Cost: A charge of \$0.10 per MWh to cover Company costs of administering the Program.

CP Node: The point where the renewable energy from the Resource will be injected into the wholesale energy market.

Customer: As defined in the Company's General Rules and Regulations, unless otherwise specified with respect to affiliates as set forth in the RE Service Agreement.

Customer Monthly RE Adjustment: An adjustment that is calculated on a monthly basis. The adjustment will be based upon the metered output of the Resource(s) multiplied by the Customer's RE Allocation Factor. These volumes will then be multiplied by the difference between the RE Price and the WMP and will be rounded to the nearest penny.

Governmental Entity: A county or the city established by Section 46.040, RSMo, or a city, town, or village established under Missouri law pursuant to Article VI, Section 15 of the Missouri Constitution and applicable enabling statutes enacted by the General Assembly thereunder.

Levelized Cost: The per-unit cost of energy produced by a Resource over its expected useful life expressed in dollars per MWh, and consisting of all the costs of construction and ownership of the Resource, including but not limited to recovery of and on the capital investment and all costs of operations and maintenance.

RE Allocation Factor (%): This is calculated for each Customer subscription by dividing the RE Service Level (MW) by the total capacity of the RE Block (MW). The RE Allocation Factor represents the percentage of the RE Block that produces

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President  
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**RENEWABLE CHOICE PROGRAM (Cont'd.)**

energy for the Customer. The RE Allocation Factor is used to calculate the Customer Monthly RE Adjustment and Company Administration Costs that are to be allocated to each Customer account.

**RE Block:** The nameplate capacity in MW of the Resource that will be acquired by Company and dedicated to a group of subscribing Customers. The amount of capacity will be matched as accurately as possible with the aggregate RE Service Level of all eligible Customers that provide initial, non-binding enrollment commitments prior to acquisition of the RE Block and further adjusted to match final enrollments to the extent feasible as RE Service Agreements are entered into with Customers. The minimum aggregate RE Service Level for which a Resource will be acquired will be 50 MW and the maximum will depend upon the level of initial, non-binding Customer commitments versus bids received under requests for proposals issued by the Company to acquire the Resource. The RE Block may be made up of capacity from multiple Resources at the Company's sole discretion.

**RE Price:** A price in \$/MWh that is fixed for the Term of the Customer's subscription and that is determined before the Customer executes an RE Service Agreement. The RE Price for a given Resource shall be the delivered price per MWh paid by the Company to the seller of the wind energy over the term of the purchase contract, if Company purchases the energy, or the Company's levelized cost of producing the wind energy over 15 years, if the Company produces the wind energy, plus in either case the Company Administration Cost. The RE Price for a given RE Block will be the RE Price for the Resource that makes up the block, or if an RE Block consists of wind energy purchased by the Company or produced by the Company from multiple Resources, the RE Price applicable to the RE Block in each month shall be the monthly energy output-weighted average of the price paid and/or levelized cost, as applicable, for the Resources that make up the RE Block.

**RE Service Agreement:** A written contract executed by the Company and an eligible Customer setting forth the specific terms of a Customer's subscription(s) under the Program, including the Customer accounts covered by the subscription. A separate RE Service Agreement is required for each distinct subscription of a Customer.

**RE Service Level (MW):** The RE Service Level is determined at the time the Customer subscribes to receive RE Service and is calculated using the following formula:

**RE Service Level (MW) = [Customer's Annual Usage (MWh) \* RE Subscription Level (%) ] / [8,760 hours/year \* Capacity Factor]; where:**

**Annual Usage** = Customer's actual metered energy usage over the previous 12 monthly billing periods, if available, or Customer's expected metered energy usage over 12 monthly billing period as determined by Company.

**Capacity Factor** = Average annual capacity factor of the Resource(s) (to be determined by Company once the Resource is identified; if multiple Resources the average will be weighted).

**RE Subscription Level (0-100%):** An eligible Customer may subscribe to RE Service in single percentage increments, up to 100% of the Customer's Annual Usage. The RE Subscription Level and RE Service Level are fixed for the 15-year term of the subscription.

**Wholesale Market Price (WMP):** A price calculated for a Resource in each calendar month that represents the accumulation of all applicable market revenues and charges arising from or related to injection of the energy output of a Resource

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into the wholesale energy market in that calendar month, divided by the Actual Metered Hourly RE Production, using the best available data from the wholesale energy market operator for the calendar month as of the date Customer's RE Adjustment is being prepared. The numerator of the WMP calculation will also be adjusted to reflect net costs or revenues associated with service under the Program in prior months, for which more recent wholesale market settlement data supersedes the data that was used to calculate initial charges or credits that were assessed to participating Customers.

**AVAILABILITY**

Electric service under this Program is only available to full service electric Customers currently served by the Company under the Large General Service Rate 3 (M), Small Primary Service Rate 4 (M), or Large Primary Service Rate 11 (M) service classification and that have an aggregate electric load of at least 2.5 MW, based upon peak annual demand, or to a Governmental Entity. Aggregation of meters by a single non-Governmental Entity Customer is permitted to meet the 2.5 MW minimum. Aggregation between different Customers is not allowed, except as may be provided for with respect to Customers that are affiliates of each other in the applicable RE Service Agreement. Eligible Customers can contract for up to a maximum of 100% of their Annual Usage. At the Company's discretion, Customers may be deemed ineligible for the Program if they have received a disconnection notice within twelve (12) months preceding their application.

The Program will be initiated in several phases. In the first phase, which will extend until at least 30 days after the effective date of the tariff, eligible Customers will have the option to make a non-binding commitment to enroll in the Program. At the end of the first phase, the Company will use the non-binding commitments to size the initial RE Block to be offered. Once the Company has secured the right to obtain the renewable power, Customers that executed a non-binding commitment during the first phase of the Program will be provided with the RE Price and other terms and conditions and will have the opportunity to enroll for RE Service by executing an RE Service Agreement. If RE Service is oversubscribed in relation to the available RE Block, the RE Block will be allocated to all subscribed Customers on a basis that is proportional to their RE Service Level. Subsequent phases will proceed in the manner described for the first phase so long as there is sufficient demand for the Program. Customers that made a non-binding commitment during an earlier phase of the Program will have priority to enroll for RE Service over eligible Customers that did not make a non-binding commitment as additional RE Blocks become available for subscription.

**MONTHLY BILL**

All charges provided for under, and other terms and conditions of, the Customer's applicable standard service classification(s) tariff shall continue to apply and will continue to be based on actual metered energy use during the Customer's normal billing cycle.

Customers that participate in this program will see an additional charge or credit (i.e., the Customer Monthly RE Adjustment) added to their bill associated with the most recent calendar month as of the time the bill is produced.

The Customer Monthly RE Adjustment reflects the Customer's procurement of renewable energy from the Company in an amount equal to the Customer's chosen percentage of the Customer's Annual Usage.

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**OTHER PROGRAM PROVISIONS AND TERMS**

1. The renewable energy certificates (RECs) associated with the generation output of the Resource dedicated to subscribers will be retired by the Company exclusively on behalf of subscribing Customers or their designee, as further outlined in the RE Service Agreement, and shall not be used for any other purposes including for the Company's compliance with Renewable Energy Standard requirements.
2. Any Customer being served or having been served on this Program waives all rights to any billing adjustments or other relief arising from a claim that the Customer's service would be or would have been at a lower cost had the Customer not participated in the Program.
3. A Customer's subscription for RE Service is specific to the Customer accounts specified in the applicable RE Service Agreement. If, prior to the end of the term of a given subscription, a Customer premises that constitutes a separate account is relocated to another location within the Company's service territory, the Customer's subscription shall continue to the new account established at the new location.
4. If, prior to the end of the term of a given subscription, a Customer provides written notification of its election to terminate RE Service for an account covered by an RE Service Agreement:
  - a. The Customer without penalty may transfer the RE Service to another account that is within the Company's service territory and is either (i) currently not covered by an RE Service Agreement, or (ii) is covered by an RE Service agreement for only a part of its eligible usage, in either case only to the extent the consumption at the new account under (i) or the eligible unsubscribed usage at an account that had already been receiving RE Service under (ii) is sufficient to accommodate the transfer; or
  - b. At Customer's written request, Company will attempt to find another interested Customer that meets Company's eligibility requirements and is willing to accept transfer of RE Service (or that part which cannot be transferred to another Customer account) for the remainder of the term of the subscription at issue; or
  - c. If option a) or b) is not applicable as to some or all the RE Service at issue, the Customer will continue to be obligated to pay for, or be eligible to receive, the Monthly RE Adjustment as to that part of the RE Service that was not transferred; or
  - d. If option a) or b) is not applicable and in lieu of option c), the Customer may terminate RE Service for the account at issue upon payment of the Termination Fee, which is as follows: The average of the Customer's Monthly RE Adjustment for the preceding 12 months (or all preceding months, if less than 12) times the number of months remaining in the term; if this value is less than or equal to zero (e.g., a credit to Customer), then the Termination Fee is zero, and in no event shall the Customer receive a net credit from Company for terminating RE Service.
5. Any Customer who terminates Program participation must wait thirty-six (36) months after the first billing cycle without a subscription to re-enroll in future RE Blocks of the Program.
6. Failure to pay Customer's bill when due, including that part of the bill reflecting charges for RE Service, shall constitute a failure to pay a bill due for services for purposes of Paragraph A.2 of Section VII of the Company's

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MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 164.5

CANCELLING MO.P.S.C. SCHEDULE NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

APPLYING TO

**MISSOURI SERVICE AREA**

General Rules and Regulations.

- 7. Unless extended by the Company prior to its expiration, the Program will expire 10 years after the initial Program tariff sheets take effect; provided, that RE Service Agreements entered into prior to Program expiration shall continue in effect according to their terms.
- 8. The Company will use its reasonable best efforts to develop projects sufficient to meet the total demand for the Program expressed by eligible Customers up to an aggregated RE Service Level of 400 MW. Additional capacity will be made available beyond 400 MW at the Company's sole discretion.
- 9. Electricity provided through Customer's RE Service may not be redistributed or resold.

**GENERAL RULES AND REGULATIONS**

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Program, except as specifically modified herein.

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MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 164.6

CANCELLING MO.P.S.C. SCHEDULE NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

APPLYING TO \_\_\_\_\_

**MISSOURI SERVICE AREA**

**RENEWABLE ENERGY (RE) SERVICE AGREEMENT**

**(For Governmental Entities)**

**A. Customer's Information\***

Company Electric Account No. to which RE Service Will Apply (from Utility Bill): \_\_\_\_\_

Name on Company Electric Account: \_\_\_\_\_

Service/Street Address of Company Electric Account: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Customer Contact Person: \_\_\_\_\_

Customer Contact E-mail address (if available): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

If an account has multiple meters, provide the meter number to which generation will be connected: \_\_\_\_\_

\*Attach an additional sheet(s) if application is being made for multiple accounts, and include all requested information for each such account.

**B. Additional Terms and Conditions**

In addition to abiding by terms of Company Renewable Energy Program as reflected in Company's tariff sheets and Company's other applicable rules and regulations, the Customer understands and agrees to the following specific terms and conditions:

- 1. **Customer's Subscription** (to be specified separately for each account to which this RE Service Agreement applies – attach additional sheets as necessary)

Annual Usage: \_\_\_\_\_

RE Subscription Level: \_\_\_\_\_

RE Service Level (state separately for each Resource, if multiple Resources): \_\_\_\_\_

Resource(s): \_\_\_\_\_

Resource(s) Capacity Factor (state separately for each Resource, if multiple Resources): \_\_\_\_\_

RE Price (state separately for each Resource, if multiple Resources): \_\_\_\_\_

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RENEWABLE ENERGY (RE) SERVICE AGREEMENT

(For Governmental Entities)

**2. Renewable Energy Credits**

Prior to the beginning of the Term, Company will establish a North American Renewables Registry (NAR) account in Customer’s name and take all such other actions that are necessary for Customer to receive the transfer of the RECs from Company. Title to and risk of loss of the RECs required to be transferred to Customer hereunder shall transfer from Company to Buyer at the time that such RECs are transferred to Customer’s NAR account. Upon the request of Customer, Company shall deliver or cause to be delivered to Customer such attestations/certifications of such RECs as may be requested by Customers. Without limiting the generality of Customer’s ownership of the RECs, Customer may report under any such program that RECs transferred hereunder belong to it. The Environmental Attributes Customer shall receive through its ownership of the RECs mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Such Environmental Attributes include but are not limited to the following to the extent attributable to the power to which Customer subscribes hereunder: (a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides, nitrogen oxides, carbon monoxide, and other pollutants; and (b) any avoided emissions of carbon dioxide, methane, and other greenhouse gases as defined by U.S. laws or regulations as of the Effective Date or as they may be modified during the Term. However, Environmental Attributes do not include (i) any local, state or federal cash grants, depreciation deductions or other tax credits providing a tax benefit to Company or any other person, firm, or entity based on ownership of, or energy production from, any portion of the Resource(s), including production tax credits or investment tax credits that may be available with respect to the Resource(s) or (ii) cash grants, depreciation deductions and other tax benefits arising from ownership or operation of the Resource(s). In the case of each of the foregoing clauses (i) and (ii), as between Company and Customer, Company shall maintain all rights, title and interest in and to such items.

For purposes of this RE Service Agreement, (a) “**RECs**” means (a) the Environmental Attributes associated with the energy produced by the Resource(s), together with (b) the REC Reporting Rights (or successor rights, if the terminology in effect on the Effective Date is modified during the Term) associated with the such energy and Environmental Attributes, however commercially transferred or traded and however denominated. One (1) REC represents the Environmental Attributes made available by the generation of one MWh of energy from the Resource(s); and (b) “**REC Reporting Rights**” means the exclusive right of a purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, to federal or state agencies or other parties at such purchaser’s discretion, and includes reporting under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future domestic, international, or foreign emissions trading program or renewable portfolio standard.

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**RENEWABLE ENERGY (RE) SERVICE AGREEMENT**

**(For Governmental Entities)**

**3. Term**

This RE Service Agreement becomes effective (the Effective Date) when signed by both the Customer and Company, and shall continue in effect for a term of fifteen (15) years after Company determines that the Resource(s) has achieved commercial operation. Company shall notify Customer’s representative in writing of the date the Resource(s) achieves commercial operation.

**4. Assignment**

- a. Restriction on Assignments. Except as expressly provided below, neither party may assign this RE Service Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Any assignment in contravention of this restriction will be void. Notwithstanding the foregoing, a party may, without the need for consent from the other party (but with notice to the other party, including the names of the assignees): (a) transfer, sell, pledge, encumber or collaterally assign this RE Service Agreement or the accounts, revenues or proceeds therefrom in connection with any financing or other financial arrangements; (b) transfer or assign this RE Service Agreement to any affiliate of the transferor (in the case of Company, only with approval of the Missouri Public Service Commission); or (c) transfer or assign this RE Service Agreement to any party succeeding to all or substantially all of the assets or generating assets of the transferor (in the case of Company, only with approval of the Missouri Public Service Commission) as a result of a merger with or otherwise.
- b. Binding Nature. This RE Service Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

**5. Dispute Resolution**

If any disagreements between the Customer-Generator and Company arise that cannot be resolved through normal negotiations between them, the disagreements may be brought to the Missouri Public Service Commission by either party, through an informal or formal complaint. Procedures for filing and processing these complaints are described in 4 CSR 240-2.070. The complaint procedures described in 4 CSR 240-2.070 apply only to retail electric power suppliers to the extent that they are regulated by the Missouri Public Service Commission.



MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 164.9

CANCELLING MO.P.S.C. SCHEDULE NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

APPLYING TO \_\_\_\_\_

**MISSOURI SERVICE AREA**

**RENEWABLE ENERGY (RE) SERVICE AGREEMENT**

**(For Governmental Entities)**

UNION ELECTRIC COMPANY

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CUSTOMER

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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ISSUED BY Michael Moehn  
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President  
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St. Louis, Missouri  
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MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 164.10

CANCELLING MO.P.S.C. SCHEDULE NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

APPLYING TO \_\_\_\_\_

**MISSOURI SERVICE AREA**

**RENEWABLE ENERGY (RE) SERVICE AGREEMENT**  
**(For Non-Governmental Entities)**

**A. Customer's Information\***

Company Electric Account No. to which RE Service Will Apply (from Utility Bill): \_\_\_\_\_

Name on Company Electric Account: \_\_\_\_\_

Service/Street Address of Company Electric Account: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Customer Contact Person: \_\_\_\_\_

Customer Contact E-mail address (if available): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

If an account has multiple meters, provide the meter number to which generation will be connected: \_\_\_\_\_

\*Attach an additional sheet(s) if application is being made for multiple accounts, and include all requested information for each such account. Accounts of Customers who are Affiliates of each other may be covered by one RE Service Agreement, in which case any reference to "Customer" in subsection B of this RE Service Agreement shall be a reference to all such affiliates, collectively.

For purposes of this RE Service Agreement, "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 the ownership of voting securities (if applicable) or by contract or otherwise.

**B. Additional Terms and Conditions**

In addition to abiding by terms of Company Renewable Energy Program as reflected in Company's tariff sheets and Company's other applicable rules and regulations, the Customer understands and agrees to the following specific terms and conditions:

- 1. **Customer's Subscription** (to be specified separately for each account to which this RE Service Agreement applies – attach additional sheets as necessary)

Annual Usage: \_\_\_\_\_

RE Subscription Level: \_\_\_\_\_

RE Service Level (state separately for each Resource, if multiple Resources): \_\_\_\_\_

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MO.P.S.C. SCHEDULE NO. 6

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SHEET NO. 164.11

CANCELLING MO.P.S.C. SCHEDULE NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

APPLYING TO \_\_\_\_\_

**MISSOURI SERVICE AREA**

**RENEWABLE ENERGY (RE) SERVICE AGREEMENT**  
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Resource(s): \_\_\_\_\_

Resource(s) Capacity Factor (state separately for each Resource, if multiple Resources): \_\_\_\_\_

RE Price (state separately for each Resource, if multiple Resources): \_\_\_\_\_

**2. Multiple Accounts**

If this RE Service Agreement applies to multiple accounts, the premises for which are owned by the same person, firm, or entity or are owned by Affiliates, this RE Service Agreement must be signed by an authorized representative of the owner of each premises to which each account applies.

**3. Security for Performance**

Company may, at its option, require security to ensure the performance by Customer of Customer's obligations under the RE Program and under this RE Service Agreement. Such security may include at Company's option:

1. A guaranty of payment by a guarantor and in a form an substance satisfactory to Company;
2. A letter of credit issued by an issuer and in a form, substance, and amount satisfactory to Company;  
or
3. A cash deposit in an amount satisfactory to Company.

**4. Renewable Energy Credits**

Prior to the beginning of the Term, Company will establish a North American Renewables Registry (NAR) account in Customer's name and take all such other actions that are necessary for Customer to receive the transfer of the RECs from Company. Title to and risk of loss of the RECs required to be transferred to Customer hereunder shall transfer from Company to Buyer at the time that such RECs are transferred to Customer's NAR account. Upon the request of Customer, Company shall deliver or cause to be delivered to Customer such attestations/certifications of such RECs as may be requested by Customers. Without limiting the generality of Customer's ownership of the RECs, Customer may report under any such program that RECs transferred hereunder belong to it. The Environmental Attributes Customer shall receive through its ownership of the RECs mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Such Environmental Attributes include but are not limited to the following to the extent attributable to the power to which Customer subscribes hereunder: (a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides, nitrogen oxides, carbon monoxide, and other pollutants; and (b) any avoided emissions of carbon dioxide, methane, and other greenhouse gases as defined by U.S. laws or regulations as of the Effective Date or as they may be modified during the Term. However, Environmental Attributes do not include (i) any local, state or federal cash grants, depreciation deductions or other tax credits providing a tax benefit to Company or any other person, firm, or entity based on ownership of, or energy production from, any portion of the

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Resource(s), including production tax credits or investment tax credits that may be available with respect to the Resource(s) or (ii) cash grants, depreciation deductions and other tax benefits arising from ownership or

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**(For Non-Governmental Entities)**

operation of the Resource(s). In the case of each of the foregoing clauses (i) and (ii), as between Company and Customer, Company shall maintain all rights, title and interest in and to such items.

For purposes of this RE Service Agreement, (a) “RECs” means (a) the Environmental Attributes associated with the energy produced by the Resource(s), together with (b) the REC Reporting Rights (or successor rights, if the terminology in effect on the Effective Date is modified during the Term) associated with the such energy and Environmental Attributes, however commercially transferred or traded and however denominated. One (1) REC represents the Environmental Attributes made available by the generation of one MWh of energy from the Resource(s); and (b) “REC Reporting Rights” means the exclusive right of a purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, to federal or state agencies or other parties at such purchaser’s discretion, and includes reporting under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future domestic, international, or foreign emissions trading program or renewable portfolio standard.

**5. Term**

This RE Service Agreement becomes effective (the Effective Date) when signed by both the Customer and Company, and shall continue in effect for a term of fifteen (15) years after Company determines that the Resource(s) has achieved commercial operation. Company shall notify Customer’s representative in writing of the date the Resource(s) achieves commercial operation.

**6. Mutual Representations and Warranties**

Customer and Company represent and warrant to the other that, as of the Effective Date:

- a. Organization. It is duly organized and validly existing under the laws of the jurisdiction of its organization.
- b. Authority. It (a) has the requisite power and authority to enter into this RE Service Agreement, (b) has, or as of the requisite time will have, all regulatory and other authority necessary to perform hereunder, and (c) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification.
- c. Corporate Actions. It has taken all corporate or limited liability company actions required to be taken by it to authorize the execution, delivery and performance hereof and the consummation of the transactions contemplated hereby.
- d. No Contravention. The execution, delivery, performance and observance hereof by it of its obligations hereunder do not (a) contravene any provision of, or constitute a default under, (i) any

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indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which it is bound, (ii) any valid order of any court, or any regulatory agency or other body having authority to which it is subject, or (iii) any material requirements of law presently in

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effect having applicability to it, or (b) require the consent or approval of, or material filing or registration with, any governmental authority or other person, firm, or entity other than such consents or approvals that are not yet required but expected to be obtained in due course.

- e. Valid and Enforceable Agreement. This RE Service Agreement is a valid and legally binding obligation of it, enforceable against it in accordance with its terms, except as the enforceability hereof may be limited by general principles of equity or bankruptcy, insolvency, bank moratorium or similar laws affecting creditors’ rights generally and laws restricting the availability of equitable remedies.
- f. Litigation. No litigation, arbitration, investigation or other proceeding is pending or, to the best of such party’s knowledge, threatened against such party or any Affiliate of such party with respect to this RE Service Agreement or the transactions contemplated hereunder, in each case, that if it were decided against such party would materially and adversely affect such party’s ability to perform its obligations hereunder.

Customer and Company each acknowledge that it has entered hereinto in reliance upon only the representations and warranties set forth in this RE Service Agreement, and that no other representations or warranties have been made by the other party with respect to the subject matter hereof, except as reflected in Company’s RE Program tariffs.

**7. Assignment**

- a. Restriction on Assignments. Except as expressly provided below, neither party may assign this RE Service Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Any assignment in contravention of this restriction will be void. Notwithstanding the foregoing, a party may, without the need for consent from the other party (but with notice to the other party, including the names of the assignees): (a) transfer, sell, pledge, encumber or collaterally assign this RE Service Agreement or the accounts, revenues or proceeds therefrom in connection with any financing or other financial arrangements; (b) transfer or assign this RE Service Agreement to any affiliate of the transferor (in the case of Company, only with approval of the Missouri Public Service Commission); or (c) transfer or assign this RE Service Agreement to any party succeeding to all or substantially all of the assets or generating assets of the transferor (in the case of Company, only with approval of the Missouri Public Service Commission) as a result of a merger with or otherwise.
- b. Binding Nature. This RE Service Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 164.14

CANCELLING MO.P.S.C. SCHEDULE NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

APPLYING TO \_\_\_\_\_

**MISSOURI SERVICE AREA**

**8. Dispute Resolution**

If any disagreements between the Customer-Generator and Company arise that cannot be resolved through normal negotiations between them, the disagreements may be brought to the Missouri Public Service

**RENEWABLE ENERGY (RE) SERVICE AGREEMENT**  
**(For Non-Governmental Entities)**

Commission by either party, through an informal or formal complaint. Procedures for filing and processing these complaints are described in 4 CSR 240-2.070. The complaint procedures described in 4 CSR 240-2.070 apply only to retail electric power suppliers to the extent that they are regulated by the Missouri Public Service Commission.

UNION ELECTRIC COMPANY

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CUSTOMER

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

DATE OF ISSUE November 27, 2017

DATE EFFECTIVE January 25, 2018

ISSUED BY Michael Moehn  
NAME OF OFFICER

President  
TITLE

St. Louis, Missouri  
ADDRESS