

MO.P.S.C. SCHEDULE NO. 63rd RevisedSHEET NO. 86CANCELLING MO.P.S.C. SCHEDULE NO. 62nd RevisedSHEET NO. 86

APPLYING TO

MISSOURI SERVICE AREARIDER EDIECONOMIC DEVELOPMENT INCENTIVEPURPOSE

The purpose of this Rider EDI - Economic Development Incentive rider ("Rider") is to comply with §393.1640 RSMo. as revised effective August 28, 2022.

*AUTHORITY TO OFFER DISCOUNTS

The Company may provide a Rider EDI Discount and/or a Beneficial Location of Facilities Discount ("Discounts") under this Rider to qualifying customers who enter into a written Agreement with the Company. No new Agreement will be entered into under this Rider after December 31, 2028, unless Company has obtained an Order from the Missouri Public Service Commission ("Commission") required under subsection 5 of §393.1400 RSMo. Even if the Company has obtained an Order from the Commission required under subsection 5 of section 393.1400, no new Agreement will be entered into under this Rider after December 31, 2033. If the Company's authority to issue Discounts expires under §393.1400 during the term of an Agreement entered into under this Rider, the customer will continue to receive the Incentive Provisions contained in the Agreement but any Discounts will be provided by Company under Rider EDRR- Economic Development and Retention Rider for the remainder of the term specified in the Agreement.

*AVAILABILITY

Transferred Load shall not be eligible for Discounts under this Rider.

Electric service under this Rider is only available to customers meeting all of the following criteria:

1. That have submitted an Application to Company for Discounts under this Rider prior to a public announcement of the growth project that would qualify for this Rider.
2. That are currently served under or will become eligible for service from the Company under the Company's Service Classifications 3(M) Large General Service Rate, 4(M) Small Primary Service Rate, or 11(M) Large Primary Service Rate.
3. That are also approved to receive local, regional, state, or federal governmental economic development incentives in conjunction with the incremental load prior to the execution of an Agreement with the incentives to be received at some point prior to or during the term of the Agreement.
4. Where the electric account is an industrial or commercial facility not accessible by the general public for the purpose of directly selling or providing goods and/or services.
5. That are not receiving service under §393.355 RSMo.
6. That are not receiving or have withdrawn from receiving incentives under any other economic development tariff of Company.

*Indicates Change.

DATE OF ISSUE August 5, 2022DATE EFFECTIVE September 4, 2022ISSUED BY Mark C. Birk
NAME OF OFFICERChairman & President
TITLESt. Louis, Missouri
ADDRESS

MO.P.S.C. SCHEDULE NO. 6 3rd Revised SHEET NO. 86.1CANCELLING MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 86.1APPLYING TO MISSOURI SERVICE AREARIDER EDIECONOMIC DEVELOPMENT INCENTIVE (Cont'd.)*AVAILABILITY (Cont'd.)

7. When Company's analysis, at the time of customer's Application, indicates that the discounted rate makes a positive contribution to fixed costs associated with such service in excess of the Variable Costs associated with the electric account that is discounted. If customer has applied for Rebates or has received Rebates within the past twelve (12) months for the same electric account as customer's Application, Company's analysis will consider the impact of those rebates.

*APPLICABILITY

The qualifying load under this Rider shall be the load of a new customer at a single premises or the incremental load of an existing customer at a single premises but in either case net of any Baseline Usage and/or Transferred Load. In addition, the incremental load must meet the following criteria for consideration under this Rider:

1. The Load Factor of the customer's incremental load is reasonably projected to equal or exceed forty-five percent (45%) for Tier 1 Rider EDI Discount or fifty-five percent (55%) for Tier 2 Rider EDI Discount during each Contract Year under this Rider.
2. The Qualifying Demand of the customer's incremental load is reasonably projected to equal or exceed 300 kW for Tier 1 Rider EDI Discount during each Contract Year under this Rider or 10,000 kW for Tier 2 Rider EDI Discount during any of the first four (4) Contract Years and each Contract Year thereafter under this Rider.

Company may deny enrollment under this Rider to any customer that, in Company's discretion, which shall be reasonably exercised, is not reasonably projected to satisfy the Applicability requirements listed and may terminate Agreements under this Rider if requirements are not maintained or documented by customer.

DEFINITIONS

Agreement - The Rider EDI agreement between customer and Company specifying the customer's election of discount percentages for each Contract Year.

Application - The Company document that provides notification by customer to Company of an intent to seek qualification for the Rider EDI Discount which includes the initial customer and project information as known at the time of Application.

*Indicates Change.

DATE OF ISSUE August 5, 2022 DATE EFFECTIVE September 4, 2022ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 86.2CANCELLING MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 86.2APPLYING TO MISSOURI SERVICE AREARIDER EDIECONOMIC DEVELOPMENT INCENTIVE (Cont'd.)DEFINITIONS (Cont'd.)

* Average On-Peak Demand - The average of the twelve (12) on-peak demand values, in kilowatts (KW), recorded during each billing period of a Contract Year where on-peak demand is defined by the tariff selected by customer to receive service under.

** Baseline Usage - The actual or estimated billing determinants associated with the twelve (12) billing periods preceding the receipt by Company of a Rider EDI Application from customer: i) where the qualifying load is being added to an existing electric account, or ii) where customer has had a termination of other accounts.

Beneficial Location of Facilities Discount - A ten percent (10%) reduction in base rate components which shall be subject to Company's determination at the time of Application that the customer is taking service from an under-utilized circuit. The term of which will be up to one (1) year commencing when a customer's Rider EDI Discount ends and is subject to continued qualification by customer and availability.

Contract Year - Twelve (12) consecutive billing periods for which Discounts available under this Rider are applicable. The first Contract Year will commence the later of i) when the meter for permanent service has been set up in the name of the customer that qualified for the Discount, and ii) the first full billing period after execution of the Agreement.

** Load Factor - The ratio of the actual annual incremental kilowatt-hours (kWh) vs. potential kWh based on the Average On-Peak Demand using the following formula:

$$\text{Load Factor} = \text{Annual Incremental kWh} / \text{Average On-Peak Demand} / \text{Billing Days} / 24 \text{ hours}$$

Where Annual Incremental kWh equals annual metered kWh less any kWh of Baseline Usage and Transferred Load and Average On-Peak Demand equals the average of the twelve (12) monthly on-peak demand metered amounts less any on-peak KW of Baseline Usage and Transferred Load.

Qualifying Demand - The average of the peak demands of a retail electric account recorded during the twelve (12) billing periods of a Contract Year less any Baseline Usage and Transferred Load with peak metered demand as defined by the tariff selected by customer to receive service under.

Rebates - Direct payments available through Company's tariffs, other than those required by legislation, including but not limited to payments under any electrification program and provisions of Company's line extension tariffs but excluding energy efficiency and demand control response rebates and incentives provided through Company's tariffs implementing the Missouri Energy Efficiency Investment Act (MEEIA) §393.1075 RSMo.

*Indicates Reissue. **Indicates Change.

DATE OF ISSUE August 5, 2022 DATE EFFECTIVE September 4, 2022ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 86.3CANCELLING MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 86.3APPLYING TO MISSOURI SERVICE AREARIDER EDIECONOMIC DEVELOPMENT INCENTIVE (Cont'd.)DEFINITIONS (Cont'd.)

- * Rider EDI Discount - The bill credits which shall be available under this Rider for up to either five (5) Contract Years ("Tier 1") or ten (10) Contract Years ("Tier 2") subject to continued qualification by customer and availability of the Rider EDI Discount. The bill credits shall be a reduction in base rate components, except bill credits shall not be applicable to Rider SSR Standby Service charges or charges associated with any voluntary renewable program offered by Company and elected by customer.
- ** Transferred Load - Actual or estimated billing determinants of an electric load of the customer at any electric account that is being served by Company at the time of Application and for which the equipment or process is subsequently transferred to the electric account associated with the Application.
- *** Variable Cost - The sum of (a) the energy and capacity market prices that underlie the net base energy costs reflected in the revenue requirement from Company's most recent general rate proceeding, (b) any operations and maintenance expenses that vary with respect to the total number of customers or load served by Company, excluding operations and maintenance expenses associated with generating electricity, and (c) any other incremental costs to serve the customer.

*** DETERMINATION OF RIDER EDI DISCOUNT

The determination of Rider EDI Discount will be made at the time of customer's Application.

The Tier 1 Rider EDI Discount shall be thirty-five percent (35%) during all Contract Years except where such discount would result in rates that do not exceed Variable Cost. If such discount would result in rates that do not exceed Variable Cost, then the discount shall be determined so that the percentage discount, rounded to the nearest one percent (1%), is expected, as of the date the discount percentage is determined, to provide revenues equal to one hundred twenty percent (120%) of Company's Variable Cost.

The Tier 2 Rider EDI Discount shall be determined so that the percentage discount, rounded to the nearest one percent (1%), is expected, as of the date the discount percentage is determined, to provide revenues equal to one hundred twenty percent (120%) of Company's Variable Cost. Tier 2 Agreements that transfer to Tier 1 under Early Termination will receive one (1) additional year of Rider EDI Discounts and have the Rider EDI Discount level set to the lesser of: i) the Tier 2 Rider EDI Discount in the Agreement, or ii) or thirty-five percent (35%).

*Indicates Change. **Indicates Reissue. ***Indicates Addition.

DATE OF ISSUE August 5, 2022 DATE EFFECTIVE September 4, 2022ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 62nd RevisedSHEET NO. 86.4CANCELLING MO.P.S.C. SCHEDULE NO. 61st RevisedSHEET NO. 86.4

APPLYING TO

MISSOURI SERVICE AREARIDER EDIECONOMIC DEVELOPMENT INCENTIVE (Cont'd.)* APPLICATIONS AND AGREEMENTS

Agreements executed prior to August 28, 2022, will be grandfathered and continue under the terms executed in the Agreement.

Applications received prior to August 28, 2022, if approved, may be grandfathered and eligible to receive a Tier 1 Agreement with the Rider EDI Discount based on the 40% discount level for which customer was approved and the corresponding fifty-five percent (55%) Load Factor requirement. At the time of execution of the Agreement, customer will specify the level of discount from base rates for each individual Contract Year to 30%, 40%, or 50% provided the average discount for the five (5) Contract Years equals 40%. Customer may decline the grandfathered status and select the discount available under Determination of Discount of this tariff.

All grandfathered applications that have not entered into an Agreement on or before December 31, 2023, shall have their applicable discount calculated in accordance with the Determination of Rider EDI Discount section of this tariff.

** APPLICABILITY OF DISCOUNTS

The customer shall separately submit an Application for service under this Rider and also enter into an Agreement with the Company specifying the nature of the service to be provided, the level of discount from base rates to be applied each Contract Year, the Baseline Usage (if applicable), any Transferred Load that is anticipated, the term of the Agreement, the availability of the Beneficial Location of Facilities Discount, and such other terms and conditions of service as are lawful and mutually agreeable. No Discounts will be provided prior to execution of such Agreement. No Discounts will be provided sooner than 90 days following Company's receipt of customer's Application.

The discount level specified in the Agreement for each Contract Year will reduce the amount due for each bill for electric service issued by Company during the term that the Discounts are effective.

Where it has been determined by Company that there is Baseline Usage and/or customer has indicated that there is Transferred Load, the Discounts will be applied to the difference between the bill that would be calculated using total metered demand and energy and the bill that would be calculated using Baseline Usage plus Transferred Load except where the difference is negative, the Discounts will not be negative.

If the Commission determines in a general rate proceeding that the level of Discounts provided do not result in a positive contribution to fixed costs in excess of variable costs, then the Discounts will be reduced, prospectively, to the extent required by the Commission order irrespective of the Contract Year discount level specified in the Agreement.

*Indicates Change. **Indicates Reissue.

DATE OF ISSUE August 5, 2022DATE EFFECTIVE September 4, 2022ISSUED BY Mark C. Birk
NAME OF OFFICERChairman & President
TITLESt. Louis, Missouri
ADDRESS

MO.P.S.C. SCHEDULE NO. 62nd RevisedSHEET NO. 86.5CANCELLING MO.P.S.C. SCHEDULE NO. 61st RevisedSHEET NO. 86.5

APPLYING TO

MISSOURI SERVICE AREARIDER EDIECONOMIC DEVELOPMENT INCENTIVE (Cont'd.)* RELOCATION COSTS

Costs associated with relocation of Company facilities that are necessary to make the premises suitable for customer's siting or expansion will be treated as line extension costs and will not be subject to the provisions of Company's General Rules and Regulations, III. Distribution System Extensions, Relocation of the Distribution System tariff.

Costs associated with relocation of Company facilities that are cosmetic or strictly for customer convenience will remain subject to the provisions of Company's General Rules and Regulations, III. Distribution System Extensions, Relocation of the Distribution System tariff.

** CUSTOMER OBLIGATIONS

In order to continue receiving service under this Rider, customer must provide either by paper copy or electronically the following verifications to Company, under Affidavit, by June 30 of each year:

1. Verification from the customer that the local, regional, state, or federal governmental entity that provided economic development incentives in conjunction with the incremental load that the incentives provided either:
 - a. Remain effective and have not been in any manner cancelled or revoked, or
 - b. Were satisfactorily exhausted according to the terms of the agreement between the Customer and the governmental entity providing those incentives.
2. Verification that the facility is an industrial or commercial facility not accessible by the general public for the purpose of directly selling or providing goods and/or services.
3. Verification of Transferred Load:
 - a. Certification that there was not any Transferred Load, or
 - b. A description of the Transferred Load, including account numbers, suitable for Company to determine or estimate the billing determinants of the Transferred Load.

** EVALUATION OF LOAD

Beginning at the end of the second Contract Year and annually thereafter, customer's incremental load will be evaluated to verify:

1. For a Tier 1 Agreement, that the Qualifying Demand is 300 KW or greater and the Load Factor is forty-five percent (45%) or greater,
2. For a Tier 2 Agreement, that the Load Factor is fifty-five percent (55%) or greater.
3. For a Grandfathered Agreement, that the Qualifying Demand is 300 KW or greater and the Load Factor is fifty-five percent (55%) or greater.

Beginning at the end of the fourth Contract Year and annually thereafter, a Tier 2 customer's incremental load will be evaluated to verify that the Qualifying Demand is 10,000 KW or greater.

*Indicates Reissue. **Indicates Change.

DATE OF ISSUE August 5, 2022DATE EFFECTIVE September 4, 2022ISSUED BY Mark C. Birk
NAME OF OFFICERChairman & President
TITLESt. Louis, Missouri
ADDRESS

MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 86.6CANCELLING MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 86.6APPLYING TO MISSOURI SERVICE AREARIDER EDIECONOMIC DEVELOPMENT INCENTIVE (Cont'd.)* EVALUATION OF LOAD (Cont'd.)

Only the incremental demand and energy will be evaluated after subtracting any Baseline Usage and/or Transferred Load. Company may consider any Force Majeure conditions that impacted customer during the Contract Year when completing the incremental load evaluation.

** EARLY TERMINATION

Company shall terminate any Agreement under this Rider and no further Discounts will be available under any of the following conditions:

1. Customer cannot or does not provide the annual verifications listed under Customer Obligations, or
2. For a grandfathered or Tier 1 Rider EDI Discount, customer 's Qualifying Demand or Load Factor no longer satisfy the minimum requirements to receive Discounts under this Rider, or
3. For a Tier 2 Rider EDI Discount, where customer's Load Factor does not meet the Tier 2 Load Factor requirement except if the Load Factor satisfies the Tier 1 requirement then the Agreement will not terminate and customer will revert to Tier 1 and receive EDI Discounts until they have received five (5) Contract Years of Rider EDI Discounts from the Effective Date of their EDI Agreement.
4. For a Tier 2 Rider EDI Discount, where customer's Qualifying Demand has not achieved the minimum requirements during any of the first four (4) Contract Years, then the Agreement will not terminate and customer will revert to Tier 1 and receive EDI Discounts until they have received five (5) Contract Years of Rider EDI Discounts from the Effective Date of their EDI Agreement.
5. For a Tier 2 Rider EDI Discount, where customer's Qualifying Demand has not achieved the minimum requirements during any of the Contract Years five(5) through ten(10).
6. If any term or terms of this Rider are determined to be discriminatory or otherwise unlawful by a court of competent jurisdiction or the Commission, or
7. If at any time during term of the Agreement, customer is allowed by changes in federal law, state law or Commission rules to take part or all of electric service from a provider other than Company.

When Company's authority to provide the Discounts ends, subject to continued incremental load qualification and customer verification of local, regional, state, or federal governmental incentives during the term of the Agreement, a customer with an existing Agreement will be eligible to continue to receive Discounts subject to the provisions of "Availability To Rider EDI Customers" specified in Company's Rider EDRR - Economic Development and Retention Rider for the remainder of the term specified in the Agreement.

Customer may terminate service under this Rider upon written notice. Such termination shall become effective at the end of the current billing period in which the written notice is received by Company.

*Indicates Reissue. **Indicates Change.

DATE OF ISSUE August 5, 2022 DATE EFFECTIVE September 4, 2022ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 62nd RevisedSHEET NO. 86.7CANCELLING MO.P.S.C. SCHEDULE NO. 61st RevisedSHEET NO. 86.7

APPLYING TO

MISSOURI SERVICE AREARIDER EDIECONOMIC DEVELOPMENT INCENTIVE (Cont'd.)* FILING REQUIREMENTS

Within thirty (30) days of execution of a new Agreement, Company will submit, under Affidavit, the following information through EFIS:

1. The Agreement.
2. Verification of local, regional, state, or federal governmental economic development incentives received by customer.
3. Estimates of anticipated Qualifying Demand and Load Factor.
4. Company's estimate of the contribution to fixed costs in excess of variable costs after applying the Discounts for the electric account that is discounted.
5. Determination that the electric account is an industrial or commercial facility not accessible by the general public for the purpose of directly selling or providing goods and/or services.

This information will be submitted as a Non-Case-Related Submission. Company shall also file a publicly accessible version of each submittal with confidential information redacted in File No. ET-2019-0149.

Within thirty (30) days of the early termination of any Agreement, Company will submit notice of such early termination as a Non-Case-Related Submission.

Company will provide to Staff annually, on or before August 31, a report for all active Agreements under this Rider which includes:

1. Records of the most recent verification by customer of local, regional, state, or federal governmental economic development incentives.
2. Company's estimate of the contribution to fixed costs after applying the Discounts for each Agreement separately, based on actual historical usage.
3. Affidavit as to the veracity of the calculations made in paragraph 2.

*Indicates Change.

DATE OF ISSUE August 5, 2022DATE EFFECTIVE September 4, 2022ISSUED BY Mark C. Birk
NAME OF OFFICERChairman & President
TITLESt. Louis, Missouri
ADDRESS

MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 86.8CANCELLING MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 86.8APPLYING TO MISSOURI SERVICE AREARIDER EDRRECONOMIC DEVELOPMENT AND RETENTION RIDER*** PURPOSE**

The purpose of this Economic Development and Retention Rider ("Rider") is to encourage new industrial and commercial development in Company's service territory and to retain existing load where possible.

**** STANDARD AVAILABILITY**

Electric service under this Rider is only available, at Company's option, to customers currently served by or considering service from the Company where competitive electric supply options outside of Company's service area are demonstrably available. Customer must be currently served, or qualify for service, under the Company's Service Classifications 3(M) Large General Service Rate, 4(M) Small Primary Service Rate, or 11(M) Large Primary Service Rate. Electric service under this Rider is only available in conjunction with local, regional, state, or federal governmental economic development activities where incentives have been offered and accepted by customer who is requesting service to locate new or expanding facilities in the Company's service area or whose exit from the Company's service area is imminent.

*** AVAILABILITY TO RIDER EDI CUSTOMERS**

In the event that Company's authorization to provide Rider EDI Discounts and Beneficial Location of Facilities Discounts as defined under Rider EDI ends, a customer with an existing Rider EDI agreement will be eligible, as specified in the agreement, to either:

1. Receive the Incentive Provisions of this Rider EDRR for the remainder of the term specified in the Rider EDI agreement.
2. As evidenced within the Rider EDI agreement by customer's certification, where customer's location decision would not have resulted in the qualifying load being located in Company's service territory but for the customer's qualifying load receiving the discount levels specified in Rider EDI for the full term under the agreement, such customer will continue to receive all of the Rider EDI Discounts and Beneficial Location of Facilities Discounts as defined under Rider EDI and specified in the Rider EDI agreement for the term of that agreement as if the Company's authorization under §393.1640 RSMo had not ended.

In either case, the Definitions, Applicability, Customer Obligations, Evaluation of Load, and Early Termination provisions contained in Rider EDI will continue to apply to all agreements initially entered into under Rider EDI. Company reporting concerning such agreements shall be made under the Filing Requirements of Rider EDRR.

*Indicates Reissue. **Indicates Change.

DATE OF ISSUE August 5, 2022 DATE EFFECTIVE September 4, 2022ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 86.9CANCELLING MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 86.9APPLYING TO MISSOURI SERVICE AREARIDER EDRRECONOMIC DEVELOPMENT AND RETENTION RIDER (Cont'd.)*** APPLICABILITY**

The qualifying load under this Rider shall be the entire load of a new customer, the incremental new load of an existing customer, or the portion of an existing customer's load for which exit from the Company's service area is imminent. In addition, the qualified load must meet the following criteria for consideration under this Rider:

1. The annual load factor of the customer's qualifying load is reasonably projected to equal or exceed fifty-five percent (55%) during the entire term of application of this Rider, where

$$\text{Load factor} = \frac{\text{annual kWh}}{\text{peak demand} \times \text{Billing Days} \times 24 \text{ hours}}$$
2. The peak demand of the customer's qualifying load is, or is reasonably projected to be, at least 300 kW during each contract year under this Rider.
3. The availability of this Rider shall be limited to industrial and commercial facilities not involved in selling or providing goods and/or services directly to the general public.

As a condition of service under this Rider, customer must furnish to Company such documentation as deemed necessary by Company to verify customer's intent to locate or relocate operations outside of Company's service area, including an affidavit stating customer's intent.

The Company, at its sole discretion, which shall be reasonably exercised, shall determine whether an applicant or customer meets the requirements of this Rider and the acceptability of the information provided.

Service under this Rider shall be evidenced by a contract between the customer and the Company, which shall be submitted to the Commission for informational purposes. The terms of the contract shall be held in confidence by the customer or its agent and the Company.

****INCENTIVE PROVISIONS**

The customer shall enter into a contract with the Company specifying the nature of the service to be provided, the discounts from standard tariffs to be applied, the term of the contract, and such other terms and conditions of service as are lawful and mutually agreeable. Revenues to be received from customer over the term of the contract shall be greater than the applicable incremental cost to provide electric service, as determined by the Company, ensuring a positive contribution to fixed costs. Except as specified in a Rider EDI agreement, a contract entered into under this Rider EDRR shall not:

1. Represent more than a 15% discount from otherwise applicable tariffs, before tax additions, or
2. Include a contract term which extends more than five (5) years.

*Indicates Change.

**Indicates Reissue.

DATE OF ISSUE August 5, 2022 DATE EFFECTIVE September 4, 2022ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

APPLYING TO MISSOURI SERVICE AREA

RIDER EDRR

ECONOMIC DEVELOPMENT AND RETENTION RIDER (Cont'd.)

* INCENTIVE PROVISIONS (Cont'd.)

If customer fails to fulfill the entire term of the contract under this Rider EDRR, any agreed upon discounts shall become void and shall be repaid by customer. Incentives under Rider EDI agreements are not subject to repayment by customer.

* TERM

This Rider shall immediately become void, and the Company shall have no further obligations or liabilities hereunder, if any term or terms of this Rider are determined to be discriminatory or otherwise unlawful by a court of competent jurisdiction.

** CUSTOMER OBLIGATIONS

For customers that commence service under or are transferred to this Rider after the initial effective date of this tariff, in order to continue receiving service under this Rider, customer must provide either by paper copy or electronically the following verifications to Company, under Affidavit, by June 30 of each year:

1. Verification from customer that the local, regional, state or federal governmental entity that provided economic development incentives in conjunction with the incremental load that the incentives provided either:
 - a. Remain effective and have not been in any manner cancelled or revoked, or
 - b. Were satisfactorily exhausted according to the terms of the agreement between the Customer and the governmental entity providing those incentives.
2. Verification that the electric account is an industrial or commercial facility not involved in selling or providing goods and/or services directly to the general public.
3. Verification of transferred load:
 - a. Certification that no equipment or process that was operating at the time of application was transferred to the electric account receiving service under this Rider, or
 - b. A description of the transferred load, including account numbers, suitable for Company to determine or estimate the billing determinants of the transferred load.

*Indicates Reissue. **Indicates Change.

DATE OF ISSUE August 5, 2022 DATE EFFECTIVE September 4, 2022
 ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO. 86.11

CANCELLING MO.P.S.C. SCHEDULE NO. _____ SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREARIDER EDRRECONOMIC DEVELOPMENT AND RETENTION RIDER (Cont'd.)*** FILING REQUIREMENTS**

Within thirty (30) days of execution of a EDRR contract, Company will submit, under Affidavit, the following information through EFIS:

1. The contract.
2. Verification of local, regional, state or federal governmental economic development incentives received by customer.
3. Estimates of anticipated peak demand and load factor.
4. Company's estimate of the contribution to fixed costs in excess of variable costs after applying the discounts for the electric account that is discounted.
5. Determination that the electric account is an industrial or commercial facility not involved in selling or providing goods and/or services directly to the general public.

This information will be submitted as a Non-Case-Related Submission. Company shall also file a publicly accessible version of each submittal with confidential information redacted in File No. ET-2019-0149.

Within thirty (30) days of the early termination of any contract, Company will submit notice of such early termination as a Non-Case-Related Submission.

For customers that commence service under or are transferred to this Rider after the initial effective date of this tariff, Company will include, in its integrated resource plan filing and each update, a report for all active contracts under this Rider which includes:

1. Records of the most recent verification by customer of local, regional, state, or federal governmental economic development incentives.
2. Company's estimate of the contribution to fixed costs after applying the discounts for each contract or Agreement separately, based on actual historical usage.
3. Affidavit as to the veracity of the calculations made in paragraph 2.

*Indicates Change.

DATE OF ISSUE August 5, 2022 DATE EFFECTIVE September 4, 2022

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS