

RIDER RC

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, unless a different subscription term is otherwise established for a specific RE Block. Eligible Customers may subscribe for up to 100% of their Annual Usage as established at the time of subscription.

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 (measured in megawatt-hours ("MWh")).

Company Administration Charge: A charge of \$0.05-\$0.35 per MWh to cover Company costs of administering the Program. The specific level of this charge will be established within the range stated above for each RE Block offered under 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. To this amount will be added the sum of the applicable Company Administrative Charge and the Risk Premium, multiplied by the metered output of the Resource(s) multiplied by the Customer's RE Allocation Factor. For purposes of Rider EDR and Rider EDRR or any similar discounted economic development rate, the Customer Monthly RE Adjustment shall not be discounted.

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RENEWABLE CHOICE PROGRAM (Cont'd.)

DEFINITIONS (Cont'd.)

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.

Owned-Resource Cost: The per-unit cost of energy applicable to a given block, calculated by operation of the spreadsheet attached as Exhibit B to the Stipulation and Agreement approved by the Commission in File No. ET-2018-0063, pursuant to the terms of that Stipulation and Agreement.

RE Allocation Factor (%): This is calculated for each Customer subscription by dividing the RE Service Level (measured in megawatts "MW") by the total capacity of the RE Block (in MW). The RE Allocation Factor represents the percentage of the RE Block that produces energy for the Customer. The RE Allocation Factor is used to calculate the Customer Monthly RE Adjustment and Company Administration Charge that are to be allocated to each Customer account.

RE Block: The nameplate capacity in MW of the Resource or aggregated Resources that will be acquired by Company and dedicated to a group of subscribing Customers. The minimum aggregate RE Service Level for which a Resource will be acquired will be 50 MW. If the Company has transferred functional control of its transmission system to a regional transmission organization as the time a Resource is to be acquired, the Resource shall be located within the footprint of such regional transmission organization. Each Resource shall be registered as a separate asset in such regional transmission organization's wholesale market.

RE Price: A price in \$/MWh for each RE Block. The RE Price for a given RE Block, if only made up of one Resource, will be the RE Resource Price for the Resource that constitutes that RE Block. If an RE Block consists of aggregated Resources, the RE Price applicable to the RE Block in each month shall be the average of the RE Resource Prices associated with the Resources included in the RE Block weighted by the applicable monthly energy output of the Resources.

RE Resource Price: The RE Resource Price shall be the price at the CP Node per MWh paid by the Company to the seller of the wind energy over the term of the purchase contract according to its provisions, if Company purchases the energy, or the Owned-Resource Cost of the wind energy if the Company owns the Resource. The RE Resource Price for each Resource in each RE Block shall be reflected in the published tariff sheet for each RE Block.

Not-to-Exceed RE Resource Price: For each RE Block offered, the Not-to-Exceed RE Resource Price shall reflect the upper limit of the RE Resource Price applicable to the Resources that comprise the RE Block used to solicit final enrollment in the RE Block. The final RE Resource Price will be subject to update consistent with the terms of the Stipulation and Agreement in File No. ET-2018-0063 and subsection b of the Subscription section of this tariff, but shall not exceed the Not-to-Exceed RE Resource Price.

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RENEWABLE CHOICE PROGRAM (Cont'd.)

DEFINITIONS (Cont'd.)

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. Annual Usage shall be established at the time of subscription, and cannot be modified during the subscription term.

Capacity Factor = Assumed capacity factor of the Resource(s) (to be determined by Company once the Resource(s) are identified; if multiple Resources are acquired for an RE Block the assumed capacity factor 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 at the time of subscription. The RE Subscription Level and RE Service Level are fixed for the term of the subscription.

Risk Premium: A \$0.50/MWh adder to the Owned Resource Cost used to establish the RE Price applicable to a Resource owned by the Company and dedicated to subscribers in the Program designed to compensate the Program for uncertainties inherent in establishing a fixed price applicable to future service.

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 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.

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APPLYING TO MISSOURI SERVICE AREA

RIDER RC

RENEWABLE CHOICE PROGRAM (Cont'd.)

AVAILABILITY

Electric service under this Program is only available to 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 annual billing 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.

SUBSCRIPTION

- 1. For a period of at least 30 days the Company will solicit Customer interest in subscribing to a potential RE Block, during which time eligible Customers will have the opportunity to make a non-binding commitment to enroll.
2. The Company will use the non-binding commitments to size an RE Block to be offered. The Company will conditionally acquire the right to obtain wind power in a quantity necessary to serve an RE Block of a size supported by the level of non-binding commitments. Such wind power will be obtained through either a Purchased Power Agreement or with Company-owned wind generation, or both. This conditional acquisition of the right to obtain such wind power will be the result of a competitive request for proposal process, whether commenced prior to the inception of the Program or after its inception. Once the Company has secured the conditional right to obtain the wind power, the Company will file a tariff sheet in the form of Sheet No. 94.8 in File No. ET-2018-0063 bearing a 45-day effective date (if the Resource(s) for the RE Block are all pursuant to Purchase Power Agreements priced on a \$/MWh basis) or a 90-day effective date (if a Resource in the RE Block is to be Company owned, or includes a PPA priced on anything other than a \$/MWh basis) that indicates a Not-to-Exceed RE Price, State, and RTO of the Resource(s) to be included in that RE Block.
3. If the Resource(s) for a given RE Block are all pursuant to Purchase Power Agreements, simultaneous with the tariff sheet filing provided for in subsection 2, above, the Company will file in such case the commercial agreements specified in the Stipulation and Agreement in File No. ET-2018-0063 related to the purchase of the wind power, as well as a summary of their material terms and conditions. Within 30 days the Staff shall and other parties may file a report confirming whether the Not-to-Exceed RE Resource Price and other terms in the filed tariff sheet are consistent with the terms of the Agreement, this tariff, and the Stipulation and Agreement approved by the Commission in File No. ET-2018-0063. If the tariff sheet does not conform, Staff's Report shall specify the manner in which it does not conform, or otherwise state the information necessary to determine such confirmation, and

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RENEWABLE CHOICE PROGRAM (Cont'd.)

SUBSCRIPTION (Cont'd.)

- 3. recommend rejection of the tariff sheet or suspension of the tariff sheet pending its confirmation of conformation, or the Company's modification of the tariff sheet so that it does so conform.
- 4. If any of the Resource(s) in the RE Block are to be Company owned, at least 90 days prior to the filing described in subsection 2, above, the Company shall file an application pursuant to Section 393.170.1, RSMo. and applicable Commission rules, which will be consolidated with File No. ET-2018-0063. If any of the Resource(s) in the RE Block are to be Company owned but Section 393.170.1 and applicable Commission rules do not require a filing under Section 393.170.1, RSMo., the Company shall, also at least 90 days prior to the filing described in subsection 2 above, file in File No. ET-2018-0063 the information required under 4 CSR 240-3.105(1)(B) - (E) or successor rules, as described in Paragraph 16 of the Stipulation and Agreement approved by the Commission in File No. ET-2018-0063. In either case, such filing must include the documents specified in Paragraph 5b of the Stipulation and Agreement in File No. ET-2018-0063 and a summary of the material terms and conditions of each agreement. Such filing shall also include the applicable Not-to-Exceed RE Resource Price based on the Owned-Resource Cost calculation as an operable spreadsheet in the form attached as Exhibit C to the Stipulation and Agreement approved by the Commission in File No. ET-2018-0063, including supporting documentation for all inputs to that calculation. Within the later of 60 days after the filing of the tariff sheet provided for by subsection 1 above, or the issuance of a Report and Order granting a certificate of convenience and necessity for a Company-owned resource (if required by Section 393.170.1, RSMo.), the Staff shall and other parties may file a Report confirming whether the resulting Not-to-Exceed RE Resource Price and other terms in the filed tariff sheet are consistent with the terms of the Agreement, this tariff, and the Stipulation and Agreement approved by the Commission in File No. ET-2018-0063. If the tariff sheet does not conform, Staff's Report shall specify the manner in which it does not conform, or otherwise state the information necessary to determine such confirmation, and recommend rejection of the tariff sheet or suspension of the tariff sheet pending its confirmation of conformation, or the Company's modification of the tariff sheet so that it does so conform.
- 5. Upon the effectiveness of the tariff sheet to be filed under subsection 2, Customers that executed a non-binding commitment during the RE Block subscription process provided for in subsection 1 associated with that tariff sheet will be provided with the Not-to-Exceed 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 customers will be subscribed in order of execution of RE Service Agreements. Customers executing an RE Service Agreement for a Block that are unable to take service in that Block shall receive priority in subscription of the next RE Block, although the RE Service Agreement related to the oversubscribed RE Block shall be voided. If RE Service is undersubscribed in relation to the available RE Block, the subscription to the RE Block will

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SUBSCRIPTION (Cont'd.)

- 5. be made available to Customers who did not extend a non-binding commitment on a first-come, first-served basis. Subsequent RE Blocks will proceed in the manner described above so long as there is sufficient demand for the Program, up to a total of 400 MW. Interest in subsequent RE Blocks will be solicited not less than two years following the approval of each RE Block up until the Program Term ends or the 400 MW cap is reached. 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.
- 6. At such time as the final RE Price for a Resource is determined, but no less than 90 days prior to the date a Customer Monthly RE Adjustment will begin to appear on the bills of subscribing Customers, the Company will file an updated tariff sheet with the final RE Price.

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.

OTHER PROGRAM PROVISIONS AND TERMS

- 1. Eligible Customers should carefully consider the risks of participation in the Program. To assist in the consideration of program risks, the Company's website contains answers to "Frequently Asked Questions" regarding the Program.
- 2. The renewable energy certificates (RECs) associated with the generation output of the Resource dedicated to subscribers will be retired as further outlined in the RE Service Agreement, and shall not be used for any other purposes during the term of a subscription including for the Company's compliance with Renewable Energy Standard requirements, except when a Customer within the RE Block terminates or defaults on their RE Service Agreement. The Program is considered a voluntary program unrelated to compliance with Renewable Energy Standard requirements, therefore, the Commission is not actively monitoring the retirement of RECs or allocation amongst customers.

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RENEWABLE CHOICE PROGRAM (Cont'd.)

OTHER PROGRAM PROVISIONS AND TERMS (Cont'd.)

- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.

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

Original

SHEET NO. 94.7

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

SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREA

RIDER RC

RENEWABLE CHOICE PROGRAM (Cont'd.)

OTHER PROGRAM PROVISIONS AND TERMS (Cont'd.)

- 7. 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 General Rules and Regulations.
- 8. Unless extended by the Company prior to its expiration, new offerings under the Program will no longer be offered 5 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.
- 9. 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, as provided for in the Stipulation and Agreement approved in File No. ET-2018-0063

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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Original

SHEET NO. 94.8

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

SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREA

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RENEWABLE CHOICE PROGRAM (Cont'd.)

RE BLOCK PRICING & RESOURCE SPECIFICATIONS

RE BLOCK GROUP	Resource Capacity (MW)	Admin Cost (\$/MWh)	Not-To-Exceed RE Resource Price (\$/MWh)	RE Resources in RE BLOCK	RE Resource Price (\$/MWh)	Owned	Risk Premium (\$/MWh)	STATE	RTO
A	—	\$—	\$—	_____	\$—	—	\$—	—	—

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

Original

SHEET NO. 94.9

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)*: _____

*At the time this RE Service Agreement is executed, the Resource(s) Capacity Factor and RE Price shall be a not-to-exceed price. Customer's Monthly RE Adjustment, once it commences, shall be based upon the final RE Price set forth in the final filed tariff sheet filed in File No. ET-2018-0063.

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RENEWABLE ENERGY (RE) SERVICE AGREEMENT

(For Governmental Entities) (Cont'd.)

B. Additional Terms and Conditions (Cont'd.)

2. Renewable Energy Credits

Company will establish a Group Retirement subaccount with the North American Renewables Registry (“NAR”). RECs will be retired by the Company on Customer’s behalf in that Group Retirement subaccount in accordance with NAR operating procedures, or transferred to Customer’s NAR account if the customer so elects. 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 retired in the Group Subaccount or transferred to Customer’s NAR account. The Company will take all such other actions that are necessary for Customer to receive the transfer of the RECs from Company. 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. 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) (Cont'd.)

B. Additional Terms and Conditions (Cont'd.)

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. 94.12

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

SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREA

RENEWABLE ENERGY (RE) SERVICE AGREEMENT

(For Governmental Entities) (Cont'd.)

UNION ELECTRIC COMPANY

By: _____

Printed Name: _____

Its: _____

Date: _____

CUSTOMER

By: _____

Printed Name: _____

Its: _____

Date: _____

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

Original

SHEET NO. 94.13

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.

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

Original

SHEET NO. 94.14

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

SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREA

RENEWABLE ENERGY (RE) SERVICE AGREEMENT

(For Non-Governmental Entities) (Cont'd.)

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)*: _____

*At the time this RE Service Agreement is executed, the Resource(s) Capacity Factor and RE Price shall be a not-to-exceed price. Customer’s Monthly RE Adjustment, once it commences, shall be based upon the final RE Price set forth in the final filed tariff sheet filed in File No. ET-2018-0063.

- 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.

DATE OF ISSUE July 16, 2018

DATE EFFECTIVE August 15, 2018

ISSUED BY Michael Moehn
NAME OF OFFICER

President
TITLE

St. Louis, Missouri
ADDRESS

RENEWABLE ENERGY (RE) SERVICE AGREEMENT

(For Non-Governmental Entities) (Cont'd.)

B. Additional Terms and Conditions (Cont'd.)

4. Renewable Energy Credits

Company will establish a Group Retirement subaccount with the North American Renewables Registry (“NAR”). RECs will be retired by the Company on Customer’s behalf in that Group Retirement subaccount in accordance with NAR operating procedures, or transferred to Customer’s NAR account if the customer so elects. 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 retired in the Group Subaccount or transferred to Customer’s NAR account. The Company will take all such other actions that are necessary for Customer to receive the transfer of the RECs from Company. 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. 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 Non-Governmental Entities) (Cont'd.)

B. Additional Terms and Conditions (Cont'd.)

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 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 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.

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RENEWABLE ENERGY (RE) SERVICE AGREEMENT

(For Non-Governmental Entities) (Cont'd.)

B. Additional Terms and Conditions (Cont'd.)

6. Mutual Representations and Warranties (Cont'd.)

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.

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 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.

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St. Louis, Missouri
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MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 94.18

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

SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREA

RENEWABLE ENERGY (RE) SERVICE AGREEMENT

(For Non-Governmental Entities) (Cont'd.)

UNION ELECTRIC COMPANY

By: _____

Printed Name: _____

Its: _____

Date: _____

CUSTOMER

By: _____

Printed Name: _____

Its: _____

Date: _____

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NAME OF OFFICER

President
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