

APPLYING TO MISSOURI SERVICE AREA

RIDER RSP
RENEWABLE SOLUTIONS PROGRAM

PURPOSE

The purpose of the Renewable Solutions Program ("RSP" or "Program") is to offer eligible Customers an opportunity to subscribe to a renewable energy product associated with new renewable wind and/or solar generation resources to be developed for the Program.

PROGRAM DESCRIPTION

Under the Program, eligible Customers can elect to receive renewable energy service ("RE Service") for a term of 15 years.

AVAILABILITY

RE Service is available to the following eligible Customers: (a) those who are served under Service Classifications 3(M), 4(M), and 11(M); (b) those served under Service Classification 1(M) or 2(M) if the 1(M) or 2(M) Customer is an affiliate of a 3(M), 4(M), or 11(M) Customer, or (c) to any retail service accounts associated with Government Entities.

Company may deem Customer ineligible for the Program if they have received a disconnection notice within twelve (12) months preceding their submission of an RSP Agreement.

DEFINITIONS

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

Affiliate: 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.

Metered RE Production: This is the total energy production of the Program Resources that are generating renewable power for the Program at a point in time, as measured at the Commercial Pricing Node where the power is injected into the wholesale energy market or by dedicated generation meters at the point of interconnection with the distribution system where resource output offsets power that would have otherwise been procured in the wholesale energy market. This value is expressed as the metered production of energy (measured in kilowatt-hours ("kWh")). Each Program Resource shall be separately metered.

Commercial Pricing Node: The point where any transmission interconnected renewable energy from a Program Resource will be injected into the wholesale energy market.

Customer: As defined in the Company's General Rules and Regulations as set forth in the RSP Agreement.

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.

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

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DEFINITIONS (Cont'd)

Program Resources: Any commercially operational wind or solar generation resources built for and dedicated to the Program. Once commercially operational, renewable generation facilities will be available to provide service to subscribers for a term of fifteen years. Specific Program Resources shall be dedicated to specific phases of the Program.

Renewable Benefits Credit: A credit applied to the monthly energy statement of subscribers. The Renewable Benefits Credit for a given Program phase will be calculated as the Metered RE Production of the Program Resources dedicated to that phase for the most recent calendar month for which production data is available at the time the subscriber's monthly bill is rendered, multiplied by the Customer's RE Allocation Factor, and multiplied again by the applicable Renewable Benefits Rate. To the extent that the production data used to calculate this credit is dependent on market settlement data from a Regional Transmission Organization (RTO), the initial credit shall be based on the settlement data available as of the time the initial credit is given. Any subsequent settlement data that the RTO publishes for the month covered by the bill when the initial credit was given that results in a different amount of production will be reflected in an adjustment to the previously applied credit on subsequent billing statements of the subscriber.

Renewable Benefits Rate: A \$/kWh rate applicable to subscribers applied to Metered RE Production of Program Resources. There is a unique Renewable Benefits Rate for each Program phase reflected on the applicable Rate Sheet for each phase.

Renewable Resource Charge: A charge applied to the monthly energy statement of subscribers. The Renewable Resource Charge will be calculated as the subscriber's RE Service Level multiplied by the Renewable Resource Rate, provided that if Company is unable to meet subscriber's RE Service Level as a result of the occurrence of an act or event described in item 10 of the Other Program Provisions and Terms of this Rider RSP, the RE Service Level in the equation above shall be reduced to the level Company can supply during the period Company's performance is reduced or delayed.

Renewable Resource Rate: A \$/kW rate applicable to subscribers. There is a unique Renewable Resource Rate for each Program phase as reflected on the applicable Rate Sheet for each Program phase.

RE Allocation Factor (%): This is calculated for each subscription by dividing the RE Service Level (measured in kilowatts ("kW")) by the total nameplate capacity of the Program Resources (in kW of alternating current power) dedicated to each Program phase. The RE Allocation Factor represents the percentage of the Program Resources for a given phase that produces energy for the Customer. To the extent that the Program Resources for a given phase are comprised of multiple resources that begin commercial operation at different times, the Customer's RE Allocation Factor will be calculated and updated as appropriate to reflect the subscriber's share of total nameplate capacity of all Program Resources dedicated to the Program phase in which the subscriber is participating that are generating renewable power at any point in time.

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

2nd Revised

SHEET NO. 83.2

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

1st Revised

SHEET NO. 83.2

APPLYING TO MISSOURI SERVICE AREA

RIDER RSP
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DEFINITIONS (Cont'd)

RE Service Level (kW): The RE Service Level is determined as provided for in the RSP Agreement that is submitted by Customer. Subject to the terms of Customer's RSP Agreement, the RE Service Level is calculated using the following formula:

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

Capacity Factor: Assumed net capacity factor of the Program Resources dedicated to the applicable Program phase (to be determined by Company when it designates a Program Resources for a given phase; the assumed net capacity factor will be weighted when there are multiple Program Resources dedicated to a Program phase) measured as the expected average hourly alternating current output of the Program Resource divided by the nameplate capacity of the Program Resource measured in kW of alternating current power.

Customer's Annual Usage: Customer's actual metered energy usage over the 12 most recent monthly billing periods for which data is available, or Customer's expected metered energy usage over 12 monthly billing periods as determined by Company. Customer's Annual Usage shall be established at the time the RSP Agreement is submitted by Customer. Customers that experience increases in load may amend their RSP Agreement during the term of subscription to increase the RE Service Level subject to the availability of Program capacity. Customers that experience decreases in load may amend their RSP Agreement during the term of subscription to decrease the RE Service Level by up to 10 percent of the initial RE Service Level commensurate with the decrease in load.

RE Subscription Level (1-100%): An eligible Customer may subscribe to RE Service in single percentage increments, up to 100% of the Customer's Annual Usage at the time the RSP Agreement is submitted by Customer, subject to the terms of Customer's RSP Agreement.

To the extent there are multiple Program Resources dedicated to a Program phase that begin commercial operation at different times, the Customer's RE Service Level will be calculated and updated as appropriate to reflect the weighted average Capacity Factor of all Program Resources dedicated to that Program phase that are generating renewable power at any point in time. The RE Subscription Level may change as provided for in paragraph 10 of the Other Program Provisions and Terms.

RSP Agreement: A written contract executed by the Company and a Customer setting forth the specific terms of a Customer's subscription under the Program, including the Customer accounts covered by the subscription. An RSP Agreement shall be dedicated to a specific phase of the Program.

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ISSUED BY Mark C. Birk
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Chairman & President
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St. Louis, Missouri
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MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 83.3CANCELLING MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 83.3APPLYING TO MISSOURI SERVICE AREA

RIDER RSP
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SUBSCRIPTION

An eligible Customer may subscribe to RE Service in single percentage increments, up to 100% of the Customer's Annual Usage, subject to the terms of Customer's RSP Agreement. The RSP Agreement will reflect the RE Subscription Level and Customer's RE Service Level shall be determined as provided for herein, subject to the terms and conditions in this tariff and the RSP Agreement.

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 the Program will see an additional charge and credit (i.e., the Renewable Resource Charge and the Renewable Benefits Credit) added to their bill associated with the most recent calendar month as of the time the bill is produced. The Renewable Resource Charge and Renewable Benefits Credit reflect the Customer's procurement of renewable energy from the Company in an amount equal to the Customer's RE Service Level.

All charges and credits arising from RE Service under the Program are subject to any applicable license, franchise, gross receipts, occupation, or similar charge or tax levied by any taxing authority with appropriate jurisdiction.

OTHER PROGRAM PROVISIONS AND TERMS

1. Eligible Customers should carefully consider the risks of participation in the Program.
2. The RECs associated with the generation output of currently subscribed Program Resources will be retired on behalf of subscribed customers, and shall not be used for any other purposes during the term of subscription including for the Company's compliance with RES requirements. The Program is considered a voluntary program unrelated to compliance with RES requirements, therefore, the Commission is not actively monitoring the retirement of RECs or allocation amongst customers.
3. Any Customer receiving RE Service or who formerly received RE Service 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 RSP Agreement. A Customer's subscription for RE Service is specific to the Program phase specified in the applicable RSP Agreement.
RIDER RSP
5. 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 be enrolled in the Program at the Customer's same RE Service Level at the new account established at the new location.

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OTHER PROGRAM PROVISIONS AND TERMS (Cont'd)

- 6. 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 RSP Agreement:
 - a. The Customer without penalty may transfer the RE Service as set forth in and as permitted by the terms of the RSP Agreement to another of Customer's accounts if within the Company's service territory and is either (i) currently not covered by an RSP Agreement, or (ii) covered by an RSP 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 meet the full RE Service Level under the RSP Agreement; or
 - b. At Customer's written request at least 60 days prior to the desired termination date, Company will attempt to find another interested customer that meets Company's eligibility requirements, executes and delivers an RSP Agreement, 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 the Renewable Resource Charge and be eligible to receive the Renewable Benefits Credit as to that part of the RE Service that was not transferred for the remainder of the Customer's subscription term; 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 sum of the Renewable Resource Charges for the remainder of the term of the RSP Agreement based on the Customer's RE Service Level and the applicable Renewable Resource Rate, offset by the sum of expected Renewable Benefits Credit based on application of the Customer's RE Allocation Factor and the applicable Renewable Benefits Rate to the average of the twelve months of Program Resource production associated with the applicable phase preceding the month in which the termination occurs (or all preceding months, if less than 12 months) extrapolated for the remainder of the term of the RSP Agreement. 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. Notwithstanding the foregoing, if Customer files bankruptcy or ceases to be a customer of the Company, they must pay the termination fee within 30 days.
- 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 in accordance with the Company's General Rules and Regulations.
- 8. The availability of renewable subscriptions will be limited to the unsubscribed capacity available and the remaining life of Program Resource(s) dedicated to a given Program phase. Subscriptions that exceed the available capacity and remaining life of available Program Resources will no longer be offered.

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Chairman & President
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St. Louis, Missouri
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UNION ELECTRIC COMPANY ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO. 83.5

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

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OTHER PROGRAM PROVISIONS AND TERMS (Cont'd)

- 9. A Customer's RE Service subscription is not a security and does not represent an ownership interest in any of the Program Resources. There is no guarantee that Customer will realize any savings from participation in the RSP, it being acknowledged by Customer that its total charges for electric service as a participant in the RSP may exceed the charges it would have incurred absent its participation.

- 10. Upon the occurrence of any act or event not within the reasonable control of Company (i.e., force majeure event or change in law) that affects a Program Resource, Company shall be excused from performance under the RSP Agreements for those subscribers taking RE Service in the Program phase to which such Program Resource was dedicated to the extent such performance is delayed or prevented by such act or event, and shall resume normal performance of the affected RSP Agreements within the shortest time reasonably practicable. In the event that such a Program Resource is damaged, or production and/or transmittal of energy produced by a Program Resource is prevented from normal operations for more than six (6) months, Company may remove such affected Program Resource from the Program by giving notice of the removal to Customers with RE Service subscriptions in the applicable Program phase. In such event, such RE Service Customers' RE Subscription Levels shall be reduced pro-rata to the degree necessary to account for the available Program Resource capacity, subject, however, to the Company's right to add additional Program Resources dedicated to the affected Program phase and to increase RE Service Customers' RE Subscription Levels pro-rata up to the Customer's RE Subscription Level prior to such pro-ration as additional Program Resource capacity for the applicable Program phase becomes available. If a Program Resource is removed from the Program under this paragraph 10 and the remaining available capacity results in a Customer's RE Subscription Level being reduced to less than fifty percent of its RE Subscription Level, the Customer may cancel Customer's Program enrollment by giving written notice within 90 days after its RE Subscription Level is reduced due to the removal of a Program Resource from the Program. The term of a Customer's subscription is unaffected by a force majeure event, removal of a Program Resource from the Program, or a change in the RE Subscription Level.

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.

EXPANSION

The Company may add Program phases if there are sufficient subscriptions to support, and the Commission approves, any required Certificate of Convenience and Necessity ("CCN") for additional resources needed to serve the added Program phase or, if a CCN is not required, upon the commencement of commercial operation of such a resource.

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ELECTRIC SERVICE

M.O.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 83.6

CANCELLING M.O.P.S.C. SCHEDULE NO. _____

SHEET NO. _____

APPLYING TO _____

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RENEWABLE SOLUTIONS PROGRAM (Cont'd.)

RENEWABLE SOLUTIONS RATE SCHEDULE - PROGRAM PHASE NO. 1

This Rate Schedule applies to RE Service for subscribers enrolled in Program Phase No. 1. Subsequent Program phases, if any, shall have a separate Rate Schedule.

<u>Year</u>	<u>Renewable Resource Rate (\$/kW)</u>	<u>Renewable Benefits Rate (\$/kWh)</u>
1	8.27	0.0388
2	8.37	0.0398
3	8.48	0.0408
4	8.58	0.0418
5	8.69	0.0428
6	8.80	0.0439
7	8.91	0.0450
8	9.02	0.0461
9	9.13	0.0473
10	9.25	0.0485
11	9.36	0.0497
12	9.48	0.0509
13	9.60	0.0522
14	9.72	0.0535
15	9.84	0.0548

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