

EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO

P.S.C. MO. No. _____ 7 _____ Original Sheet No. 76

Canceling P.S.C. MO. No. _____ Revised Sheet No. _____

For Missouri Retail Service Area

LARGE LOAD POWER SERVICE
Schedule LLPS

AVAILABILITY

Electric service is available under this rate schedule at points on the Company’s existing facilities.

Schedule LLPS Customers shall receive service at either substation or transmission voltage levels. Where a Schedule LLPS Customer receives transmission level voltage the Customer will own, lease, or otherwise bear financial responsibility for construction and operation of the distribution substation.

A facility served under Schedule LLPS shall generally mean a single point of interconnection, though the Company and Customer may use multiple meters if determined appropriate. The Company maintains full discretion to evaluate whether multiple meters or facilities may or may not be aggregated for purposes of Schedule LLPS eligibility, and in its sole reasonable discretion may require multiple meters or premises to be considered an aggregate load that shall take service under Schedule LLPS.

APPLICABILITY

Service under this schedule is required for,

1. Any new facility beginning service after the effective date of Schedule LLPS with a peak load forecast reasonably expected to be equal to or in excess of a monthly maximum demand of seventy-five megawatts (75 MW) at any time during the Term; or
2. Any existing Customers, who expand such that, after the March 9, 2026, have a monthly maximum demand that is reasonably expected to exceed their pre-existing demand by seventy-five megawatts (75 MW), then this rate shall be applicable to the expansion load.

Alternatively, should customers qualify, service may be received under the Company’s Special High-Load Factor Market Rate, Schedule MKT. Any customer with a service agreement executed prior to the effective date of this tariff may elect to continue receiving service under their existing schedule or opt in to Schedule LLPS subject to the applicability to expansion load for existing customers as outlined in this section.

For Customer facilities taking service under the Schedule LLPS Tariff due to expansion, the Company may install metering equipment necessary to measure the incremental load subject to the Schedule LLPS Tariff. The Company reserves the right to make the determination of whether such load will be separately metered or sub-metered. If the Company determines that the nature of the expansion is such that either separate metering or sub-metering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer’s load in excess of the monthly baseline, if any, will be subject to the provisions of the Schedule LLPS Tariff and the Customer’s applicable LLPS Service Agreement.

Customers locating in the state as a result of a state program established for attracting large capital investments in new facilities and operations by businesses engaged in advanced manufacturing, aerospace, distribution, logistics, and transportation, food and agriculture; or professional and technical services have the option to choose to receive service under this schedule or, upon reaching an agreement with the Company, to enter into a special contract with the Company for the provision of electric service that is approved by the Commission under its applicable standards or Company tariff.

TERM

Schedule LLPS Customers shall take service for a minimum term that includes up to five (5) years of an optional transitional load ramp period plus twelve (12) years. The Term shall commence on the date permanent service begins, or as set forth in the LLPS Service Agreement. During the transitional load ramp period, the Customer’s maximum load may be lower than seventy-five megawatts (75 MW). Specific details of the Customer’s Load Ramp may be addressed in the LLPS Service Agreement.

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Unless otherwise mutually agreed in the LLPS Service Agreement, the LLPS Service Agreement will automatically extend for periods of five years (“Extension Term”) at the end of the Term or any Extension Term, unless either party to the LLPS Service Agreement provides at least thirty-six (36) months’ written notice to the other party prior to the end of the Term or any Extension Term of its intent not to renew the LLPS Service Agreement.

A Customer providing notice of non-extension will remain subject to the Exit Fee and Early Termination Fee based upon the remainder of the Term or Extension Term to the extent applicable under the Customer’s LLPS Service Agreement.

Service shall remain in effect throughout the Term and any Extension Term unless cancelled, modified, or terminated in writing and pursuant to the terms of Schedule LLPS or the LLPS Service Agreement, or the Customer changes to another applicable Company rate schedule pursuant to the terms of Schedule LLPS.

RATE

A.	CUSTOMER CHARGE (per month):	Summer Season \$1,181.28	Winter Season \$1,181.28
B.	GRID CHARGE Per kW of Grid Demand per month-Substation Per kW of Grid Demand per month-Trans.	Summer Season \$3.003 \$2.200	Winter Season \$3.003 \$2.200
C.	DEMAND CHARGE: Per kW of Billing Demand per month All kW	Summer Season \$21.038	Winter Season \$19.038
D.	ENERGY CHARGE: All kWh:	Summer Season \$0.02988 per kWh	Winter Season \$0.02988 per kWh

DETERMINATION OF DEMANDS

Demand shall be determined by demand instruments or, at the Company’s option, by demand tests.

Monthly Maximum Demand - The Monthly Maximum Demand is defined as the highest demand indicated in any 15-minute interval during the month on all meters.

Grid Demand - Grid Demand shall be equal to the highest Monthly Maximum Demand occurring in the last twelve (12) months including the current month.

Minimum Demand - Minimum Demand shall be 80% of the annual Contract Capacity.

Billing Demand - Billing Demand shall be the higher of: (a) the Monthly Maximum Demand in the current month or (b) the Minimum Demand.

INTERIM CAPACITY

If the Company determines that the Customer’s load cannot be served by the Company’s existing system capabilities, the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the Customer until sufficient system capacity may be supplied by the Company. The Customer and the Company must mutually agree on the terms for the Interim Capacity procured by the Company pursuant to an Interim Capacity Agreement. The Customer shall be subject to an additional demand charge (the “Interim Capacity Adjustment”) calculated according to the terms of an Interim Capacity Agreement, with Customer responsible for the full costs thereof and the terms of the Customer’s Interim Capacity Agreement.

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REACTIVE DEMAND ADJUSTMENT

Company shall determine the customer's monthly maximum 15-minute reactive demand in kilovars. In each month a charge of \$0.99294 per month shall be made for each kilovar by which such maximum reactive demand is greater than fifty percent (50%) of the customer's Monthly Maximum Demand (kW) in that month. The maximum reactive demand in kilovars shall be computed similarly to the Monthly Maximum Demand as defined in the Determination of Demands section.

CONTRACT CAPACITY

The LLPS Service Agreement will include a Contract Capacity schedule specifying the Customer's forecasted annual steady-state peak load requirement for the post-load ramp period of the Term. The Contract Capacity schedule will specify the peak load requirement during the Load Ramp, if any.

Unless otherwise agreed by the parties, the Contract Capacity during any Extension Term shall be the same as the steady-state Contract Capacity for the last year of the Term.

A Customer taking service under Schedule LLPS may request to reduce the Contract Capacity during the Term or any Extension Term, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by up to twenty-five megawatts (25 MW) or ten (10) percent of the Contract Capacity (whichever figure is lower on a MW basis) ("Permissible Capacity Reduction"), in total, without charge for such reduction. To do so, the Customer must provide the Company with written notice prior to the beginning of the year for which the reduction is sought.

For Permissible Capacity Reductions of twenty-five megawatts (25 MW) or less, the Customer must provide at least twenty-four (24)-months' prior notice. In addition, the Customer may request to reduce its Contract Capacity beyond the Permissible Capacity Reduction, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by giving the Company at least thirty-six (36) months' written notice prior to the beginning of the year for which the reduction is sought, subject to payment of a Capacity Reduction Fee.

The Capacity Reduction Fee shall be calculated as the difference between (a) the nominal value of the remaining Minimum Monthly Bill using the Contract Capacity specified in the Customer's LLPS Service Agreement, minus the Permissible Capacity Reduction, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater, and (b) the nominal value of the remaining Minimum Monthly Bill following the reduction in capacity, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater.

The Company will use reasonable efforts to mitigate the Capacity Reduction Fee amount owed by the Customer. The Company shall invoice the Customer no earlier than ninety (90) days prior to the date the Customer has indicated the capacity reduction will occur for any unmitigated amounts of the Capacity Reduction Fee based on the calculation described above. The Customer shall pay the Capacity Reduction Fee within thirty (30) days of the date it receives an invoice from the Company for the fee.

To the extent the Customer seeks to reduce its Contract Capacity on less notice, and the Company can reasonably reassign Contract Capacity, the Company in its sole reasonable discretion may agree to a variance from these provisions. Any notice to reduce capacity is irrevocable once given by the Customer unless the Company in its sole reasonable discretion determines that it can accommodate a revocation of such notice. Any capacity reduction is permanent for the Term and any Extension Term, and any request by the customer to reinstate such capacity will be subject to following the terms of Section 2.05 of the General Rules and Regulations.

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MINIMUM MONTHLY BILL

Customers taking service under Schedule LLPS shall be subject to a Minimum Monthly Bill that includes and is the sum of each of the following charges:

1. Demand Charge;
2. Customer Charge;
3. Grid Charge;
4. Reactive Demand Adjustment;
5. Other Demand-Based Riders approved by the Commission in the future; and,
6. Cost Stabilization Rider.

The Customer’s Minimum Demand shall be used to determine these charges.

SUMMER AND WINTER SEASONS

For determination of seasonal periods, the four (4) summer months shall be defined as the four (4) calendar months of June through September. The eight (8) winter months shall be defined as the eight (8) calendar months of October through May. Customer billing periods shall align with calendar months. In the event that a rate or rider rate changes within a calendar month, Customer charges and demand-based rates will be prorated based on the number of days of the month subject to each rate, and energy rates will be calculated based on actual usage under each applicable rates.

TERMINATION OR CHANGE OF SCHEDULE

In order to terminate or change rate schedules before the end of the Term or any Extension Term, the Customer must provide written notice thirty-six (36) months prior to the requested date of termination or schedule change. In such circumstance, the Customer will be subject to an Exit Fee equal to the nominal value of the Minimum Monthly Bill times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater (the “Exit Fee”). An additional fee shall apply if the Customer seeks to terminate with less than thirty-six (36)-months’ notice (the “Early Termination Fee”). In such case, the Early Termination Fee shall be equal to the Exit Fee plus two (2) times the nominal value of the Minimum Monthly Bill times the number months less than the thirty-six (36)-months’ notice required for termination.

The Company will use reasonable efforts to mitigate the Exit Fee amount owed by the Customer. The Company shall invoice the Customer no earlier than ninety (90) days prior to the date the Customer has indicated the termination will occur for any unmitigated costs of the Exit Fee and Early Termination Fee based on the calculation described above. The Exit Fee and Early Termination Fee (if applicable) shall be due in full within thirty (30) days of the date it receives an invoice from the Company for such fees.

If the Customer seeks to change to another rate schedule for which it qualifies, such change will require prior approval from the Company, in its sole reasonable discretion. In the event that the Company approves Customer’s change to another rate schedule, the Company, in its sole reasonable discretion, may waive the thirty-six (36) months’ notice requirement, the Exit Fee, and the Early Termination Fee (if applicable) if the Company reasonably determines that such costs are fully covered by the Customer under the new rate schedule and not borne by other Customers.

CUSTOMER CREDITWORTHINESS

The Schedule LLPS Customer, or the entity who owns the facility where the Customer takes service and assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, or an entity who otherwise assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, must be reasonably creditworthy as determined in the Company’s sole reasonable discretion. As such, the Company retains discretion to evaluate the creditworthiness and credit support of the entity

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who assumes all contractual obligations under Schedule LLPS and the LLPS Service Agreement, and to require reasonable assurances if necessary to address Customer creditworthiness.

COLLATERAL REQUIREMENTS

The Company will require Schedule LLPS Customers to provide collateral in an amount equal to two (2) years of Minimum Monthly Bills, as calculated by the Company (the "Collateral Requirement").

A Customer together with a guarantor, which can include its ultimate parent, corporate affiliate, a tenant, or any other entity with a financial interest in the Customer ("Guarantor") that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement (i) has a credit rating of at least A- from Standard & Poor's ("S&P") and A3 from Moody's, (ii) and if rated A- or A3 has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the collateral requirement as of the end of applicable period (and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the period) (collectively, "60% Eligibility Requirements") will be exempt from sixty (60) percent of the Collateral Requirement, with the sixty (60) percent discount not to exceed \$175 million.

A Customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB+ credit rating from S&P and Baa1 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "50% Eligibility Requirements") will be exempt from fifty (50) percent of the Collateral Requirement, with the fifty (50) percent discount not to exceed \$150 million.

A Customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "40% Eligibility Requirements") will be exempt from forty (40) percent of the Collateral Requirement, with the forty (40) percent discount not to exceed \$125 million.

A Customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) either (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, and has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, or (ii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "25% Eligibility Requirements") will be exempt from twenty-five (25) percent of the Collateral Requirement, with the twenty-five (25) percent discount not to exceed \$75 million.

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The 60% Eligibility Requirements, the 50% Eligibility Requirements, the 40% Eligibility Requirements, and the 25% Eligibility Requirements are collectively referred to as the “Discount Eligibility Requirements.”

The Collateral Requirement must be provided in one or more of the following forms:

1. A guarantee from the Customer’s Guarantor for the applicable Collateral Requirement, so long as the Guarantor meets the applicable Discount Eligibility Requirement, provided that the dollar amount of the Collateral Requirement that may be provided under the guarantee is subject to credit review by the Company. The guarantee must be in a format acceptable to and approved by the Company, and must include (i) if the Guarantor’s creditworthiness is considered for determining the Discount Eligibility Requirements, a commitment from the Guarantor to pay the Collateral Requirement if the Customer fails to make such payments (without a dollar limit), and (ii) a provision that automatically increases the dollar amount of collateral covered by the guarantee if either the Customer or Guarantor no longer satisfies the applicable Discount Eligibility Requirement; or,
2. A standby irrevocable Letter of Credit (“Letter of Credit”) for the applicable Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Schedule LLPS Customer or its Guarantor, with a credit rating of at least A- from S&P and A3 from Moody’s and a minimum of \$2 billion in assets. Such security must be issued for a minimum term of three hundred sixty (360) days. The Customer must cause the renewal or extension of the security for additional consecutive terms of three hundred sixty (360) days or more, no later than thirty (30) days prior to each expiration date of the security. If the Customer no longer satisfies the applicable Discount Eligibility Requirement, it must increase the amount covered by the Letter of Credit within ten (10) days. If the security is not renewed, extended, or increased as required herein, the Company will have the right to draw immediately upon the Letter of Credit and/or demand cash collateral in the amount of the required increase and be entitled to hold the amounts so drawn or received as security until the Customer has either (i) come back into compliance with the requirements for use of a Letter of Credit or, (ii) if required by the Company, has provided an alternative form of collateral consistent with Schedule LLPS. The Letter of Credit must be in a format acceptable to and approved by the Company; or,
3. A cash deposit for the applicable Collateral Requirement.

The Collateral Requirement must be provided at the time of executing the LLPS Service Agreement.

Any collateral provided to satisfy the Collateral Requirement shall not accrue interest while held by the Company.

The Company will, in its sole reasonable discretion, after the Customer has achieved their peak load and has been operating above seventy-five megawatts (75 MWs) for at least three (3) years, annually consider reducing the Schedule LLPS Customer’s collateral obligation over the course of its contract period, on a schedule generally corresponding to the reduction of risk to the Company and its Customers. The Company will consider the customer’s performance criteria, which includes, but is not limited to the customer’s: (i) financial condition, (ii) load performance, (iii) payment history (including timeliness and amounts paid), (iv) credit rating, and (v) any default history.

The amount of the Collateral Requirement under the foregoing calculation will be recomputed quarterly based upon the Customer’s rolling twenty-four (24)-month load forecast as of the first date of the next quarter, and the Customer shall provide the recomputed amount if greater than the current amount held. A Customer must notify the Company within ten (10) business days if it no longer meets the applicable Discount Eligibility Requirements, including if the Customer has been placed on credit watch, if applicable to such eligibility.

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In case of an uncured breach by the Customer of the LLPS Service Agreement, an uncured breach of the Guarantor under the parent guaranty, or any notice of termination or refusal to continue the Letter of Credit by the issuing bank, the Company may draw on the applicable collateral, as further set forth in the LLPS Service Agreement.

If, at any time after Customer’s initial delivery of the collateral, the Customer fails to comply with the Collateral Requirement, the Company may thereafter pursue any and all rights and remedies at law or in equity, and may take any other action consistent with the LLPS Service Agreement, Schedule LLPS, and the Company’s General Rules and Regulations, including but not limited to suspension or curtailment of service.

To the extent the Company draws on a cash deposit provided by a Customer, the Company draws funds from a Letter of Credit or Guarantee, or the Company receives a cash credit, the Company will defer the amount received minus any amount used to pay for services rendered, together with the Company’s weighted average cost of capital, as a regulatory liability to be addressed in the next general ratemaking proceeding.

ADDITIONAL TERMS

Customers receiving service under this schedule are required to enter in a written service agreement (the LLPS Service Agreement) that specifies certain provisions of their electric service, including Contract Capacity. Riders applicable to Customer’s service will be specified in an exhibit attached to the LLPS Service Agreement, which may be periodically amended subject to the mutual agreement of the Company and Customer to reflect Customer’s participation in Company-offered programs.

Service to Customers under this schedule shall not commence until the Company has sufficient capacity to meet the Customer’s Contract Capacity requirements.

ADJUSTMENTS AND SURCHARGES

The rates hereunder are subject to adjustment as provided in the following schedules:

- Fuel Adjustment Clause (FAC)
- Tax Adjustment (TA)
- Demand Side Investment Mechanism Rider (DSIM)
- Cost Stabilization Rider (CSR)

DEFINITIONS AND CONDITIONS

1. Alternating current, at approximately 60 hertz, at the standard phase and voltage available.
2. Service under this rate schedule is subject to Company’s General Rules and Regulations presently on file with the Missouri Public Service Commission and any modifications subsequently approved.
3. All provisions of this rate schedule are subject to changes made by order of the regulatory authority having jurisdiction.

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GREEN SOLUTION CONNECTIONS RIDER Schedule GSR

AVAILABILITY

This Program is available on a limited and voluntary basis to non-residential Missouri Metro Customers currently receiving permanent electric service from the Company through Schedules SGS, MGS, LGS, LPS, or LLPS with an annual average monthly peak demand greater than 200 kilowatts (kW). Customers that have an aggregate electric load of at least 2.5 megawatts (MW) based upon peak annual demand and an average of 200 kW per account.

The Company may deem a Subscriber ineligible for this Program if it has received a disconnection notice within twelve (12) months preceding its submission of a Participation Agreement.

APPLICABILITY

The purpose of the Green Solution Connections Rider ("Green Solution Connections", "GSR", or "Program") is to offer an eligible Customer the opportunity to subscribe to future year renewable energy attributes within the subscribed term associated with new renewable wind and/or solar generation resources. Under the Program, a Subscriber may elect to receive future renewable energy attributes for a term of ten (10) or fifteen (15) years.

DEFINITIONS

For purposes of this Program, the following definitions apply:

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

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

Subscriber - A Customer who executes a Participation Agreement with the Company to participate in the GSR Program.

Program Resource(s) - Any commercially operational wind and/or solar generation resources owned by the Company where renewable attributes have been designated for the purpose of this Program. Once commercially operational, renewable generation facilities shall be available to provide forward renewable attributes to Subscribers for a term of ten (10) or fifteen (15) years. Specific Program Resources shall be dedicated to specific phases of the Program.

Program Resource Nameplate Capacity - Total nameplate capacity of the Program Resource(s) in megawatts ("MW") of alternating current power.

Metered Production - Total energy production of the Program Resources that are generating renewable power for the Program at a point in time. Production is measured 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. The value is expressed as the metered production of energy (measured in kilowatt-hours ("kWh")). Each Program Resource shall be separately metered.

Renewable Energy ("RE") Allocation Factor (%) - This is calculated for each subscription by dividing the RE Level (measured in Megawatts ("MW")) by the total nameplate capacity of the Program Resources (in MW 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 produce energy for the Customer. To the extent 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 shall be calculated and updated as appropriate to reflect the Customer's share of total nameplate capacity of all Program Resources dedicated to the Program during the time in which the Customer is participating and the Program Resources are generating renewable power.

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Renewable Energy Level (“RE Level”) (MW) - The RE Level shall be determined by the Participation Agreement that is submitted by the Subscriber. Subject to the terms of the Subscriber’s Participation Agreement, the RE Level is calculated using the following formula:

$$\text{RE Level (MW)} = \frac{[\text{Customer's Annual Usage (MWh)} * \text{Subscription Level (\%)}]}{[8,760 \text{ hours/year} * \text{Capacity Factor}]}$$

where:

Capacity Factor (1-100%) - This is the assumed net capacity factor of the Program Resources dedicated to the applicable Program phase (with the Program phase to be determined by Company when it designates a Program Resource for a given period of time; the assumed net capacity factor shall 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 (MWh) - This shall reflect the Subscriber’s actual metered energy usage over the twelve (12) most recent monthly billing periods for which data is available, or, if such data is not available, the Subscriber’s expected metered energy usage over twelve (12) monthly billing periods as determined by the Company. The Customer’s Annual Usage shall be established at the time the Participation Agreement is executed by the Subscriber. A Subscriber who experiences an increase in load may amend its Participation Agreement during the term of subscription to increase the RE Level subject to the availability of Program capacity, consistent with the terms of the Participation Agreement. A Subscriber who experiences a decrease in load may amend its Participation Agreement to reflect a new Subscription Level, consistent with the terms of the Participation Agreement.

Subscription Level (1-100%) - An enrolled Subscriber may subscribe in single percentage increments, up to one-hundred percent (100%) of the Subscriber’s Annual Usage at the time the Participation Agreement is submitted by the Customer, subject to the terms of Subscriber’s Participation Agreement.

Subscriber’s Allocated Share of Monthly Metered Production - This is calculated as the monthly Metered Production multiplied by RE Allocation Factor.

Green Solution Rate (“GR”) - A dollar per MW hour (\$/MWh) rate applicable to a participating Customer’s allocated share of monthly metered production. There shall be a specific Green Solution Rate for each term length, and specific resource. Subsequent Program phases will be reflected on the applicable Green Solution Rate Schedule for each phase.

Green Solution Charge (“GC”) - The GC shall be calculated monthly as the Metered Production multiplied by the Customer’s RE Allocation Factor and then multiplied by the GR for the appropriate year of the term.

Participation Agreement - A written contract executed by the Company and a Subscriber setting forth the specific terms of a Subscriber’s subscription under this Program including the Subscriber’s accounts covered by the subscription. The Participation Agreement shall be dedicated to a specific phase of the Program. An eligible Customer may subscribe in percentage increments, up to one hundred percent (100%) of the Customer’s Annual Usage, subject to the terms of Customer’s Participation Agreement. The Participation Agreement shall reflect the subscription level and Subscriber’s RE Level, subject to the terms and conditions in this tariff and the Participation Agreement.

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PROGRAM PROVISIONS AND CONDITIONS

1. The Customer should carefully consider terms and conditions in the Participation Agreement subject to participation in this Program.
2. The Renewable Energy Certificates (“REC”) associated with the generation output of currently subscribed Program Resources shall be retired on behalf of the Subscriber and shall not be used for any other purposes during the term of subscription. This Program is considered a voluntary program unrelated to compliance with any applicable state or regulatory renewable energy standard requirements or approved commitments.
3. Any Subscriber receiving Renewable Energy Subscription waives all rights to any billing adjustments or other relief arising from a claim that the Subscriber's subscription would be or would have been at a lower cost had the Subscriber not participated in the Program.
4. A Subscriber's subscription for renewable attributes is specific to the Subscriber's specific accounts as specified in the applicable Participation Agreement. A Subscriber's subscription for Renewable Energy Subscription shall be specific to the Program phase specified in the Participation Agreement.
5. If, prior to the end of the term of a given subscription, a Subscriber's premises that constitutes a separate account is relocated to another location within the Company's service territory, the Subscriber shall continue to be enrolled in this Program at the Subscriber's same Subscription Level for the new account established at the new location.
6. If, prior to the end of the term of a subscription, a Subscriber provides written notice to terminate its Renewable Energy Subscription for an account covered by a Participation Agreement:
 - a. The Subscriber may, without penalty, transfer the Renewable Energy Subscription, as set forth in and as permitted by the terms of the Participation Agreement, to another Customer account(s) if the account is within the Company's service territory and is either (i) currently not covered by a Participation Agreement, or (ii) covered by a Participation Agreement for only a part of its RE Level. In either case the consumption at the new account may be transferred if: (i) the eligible unsubscribed usage at an account that had already been receiving Renewable Energy Subscription under; and (ii) is sufficient to meet the full Renewable Energy Subscription Level under the Agreement; or
 - b. At the Subscriber's written request, at least sixty (60) days prior to the desired termination date, the Company shall attempt to find another interested customer that satisfies the Company's eligibility requirements, executes and delivers a Participation Agreement, and is willing to accept transfer of the Renewable Energy Subscription (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) are not satisfied, the Subscriber shall continue to be obligated to pay for the Green Solution Charge as to that part of the Renewable Energy Subscription that was not transferred for the remainder of the Customer's subscription term; or
 - d. If option a) or b) are not satisfied, in lieu of option c), the Customer may terminate the Renewable Energy Subscription or the account at issue upon payment of the Termination Fee, which shall be: the sum of the Green Solution Charge for the remainder of the term of the Participation Agreement based on the Customer's Renewable Energy Subscription Level and the applicable Green Solution Rate.
7. The availability of Renewable Energy Subscriptions shall be limited to the unsubscribed RECs available, and the remaining life of Program Resource(s) dedicated to a given Program phase. Subscriptions that exceed the available attributes and remaining life of available Program Resources shall no longer be offered.

