



Retail Electric Supplier Tariff Service Agreement

This Agreement (“Agreement”) is made as of _____ (date), entered into by and between Ameren Services Company (“Company”), a Missouri corporation, and _____ (company name) (RES), a _____ (state) corporation. From time to time Company and RES may be referred to individually as “Party” and collectively as “Parties.”

WITNESSES

WHEREAS, Illinois law requires that electric utilities provide delivery services to Retail Electric Suppliers (RESs); and

WHEREAS, Ameren Illinois Company is an electric utility and has filed its respective Retail Electric Supplier Terms and Conditions Tariff with the Illinois Commerce Commission as part of their Delivery Services Tariffs; and

WHEREAS, the Parties now desire to set forth the terms and conditions whereby Delivery Services will be provided under Ameren Illinois Company’s Supplier Terms and Conditions Tariff; and

WHEREAS, it is the intent of Ameren Illinois Company, for the convenience of the parties, that execution of this Agreement will enable the aforementioned RES to obtain delivery services under the Ameren Illinois Company’s Supplier Terms and Conditions Tariff; and

WHEREAS, Ameren Services Company is authorized to act as agent for Ameren Illinois Company in providing service under their respective Supplier Terms and Conditions Tariff;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties agree to the following:

ARTICLE I COMMON TERMS AND CONDITIONS

Section 1. General

- 1.1 The Parties named herein are bound by the terms and conditions set forth herein as well as by the terms and conditions of the Company’s Supplier Terms and Conditions Tariff. The terms and conditions of the Company’s

Supplier Terms and Conditions Tariff, including all definitions contained therein, are fully incorporated herein and made a part hereof for all purposes. In the event of any conflict between this Agreement and the Supplier Terms and Conditions Tariff, the terms of the Supplier Terms and Conditions Tariff shall govern.

- 1.2 Open Access Transmission Tariff. The RES or its agent, commonly referred to as a Transmission Service Agent (“TSA”) as that term is defined in the Supplier Terms and Conditions Tariff, shall take Transmission Service under the applicable Open Access Transmission Tariff (“OATT”) on file with the Federal Energy Regulatory Commission. The Parties and the TSA, if any, shall be bound by the terms and conditions set forth in the OATT.
- 1.3 Representations and Warranties. The RES hereby makes the following representations and warranties to the Company:
 - 1.3.1. If the RES is an ARES, that it is certified by the Illinois Commerce Commission and that it is in compliance with all applicable laws and Rules and Regulations of the Illinois Commerce Commission pertaining to Alternative Retail Electric Suppliers, particularly Section 16-115 of the Illinois Public Utilities Act and Title 83, Part 451 of the Illinois Administrative Code.
 - 1.3.2. The information provided to the Company by the RES on the Registration for Delivery Services pursuant to the RES Handbook is correct and the RES will promptly inform the Company of any changes in such information.
 - 1.3.3. All electric energy delivered by the RES into the Company’s system shall be of the character commonly known as three-phase, sixty cycle energy and shall be synchronized to the Company’s system.
 - 1.3.4. The RES will not, either directly or indirectly, engage in, participate in or encourage or assist others to engage or participate in the practice of transferring customers without authorization, commonly referred to as “slamming.”
 - 1.3.5. The RES has complied with the terms of and meets the minimum requirements for Credit Security as is outlined in the RES Handbook and is not subject to any claim or action in bankruptcy.
 - 1.3.6. The RES is knowledgeable of, has operational experience with the rules, and is in compliance with the applicable practices, policies and guides of the North American Electric Reliability Council, the SERC Reliability Corporation, and any existing Independent System Operator with operational control over the Company’s Transmission System.

- 1.3.7. That if the ARES, its corporate affiliates or the ARES' principal source of electricity (to the extent such source is known at the time of the application) owns or controls facilities, for public use, for the transmission or distribution of electricity to end-users within a defined geographic area to which electric power and energy can be physically and economically delivered by the Company, the ARES, its corporate affiliates or principal source of electricity, as the case may be, shall provide delivery services to the Company that are reasonably comparable to those offered by the Company.
 - 1.3.8. The RES will designate, through MISO, Ameren as the RES' Meter Data Management Agent (MDMA) for load served in any Ameren Illinois Company control area. Ameren shall remain the RES' MDMA for load served in any Ameren Illinois Company control area as long as the RES is registered with Ameren.
- 1.4 Customer Self- Manager. For the limited purposes set forth in Section 4.F. of the Supplier Terms and Conditions Tariff, and to ensure compliance with the requirements of that section, a RES shall include a Customer Self-Manager ("CSM").

Section 2. Term

The term of this agreement shall commence on the date of the execution by both Parties hereto and shall terminate on the earlier of the following:

- (1) The effective date of any termination of the right of the RES to provide energy services in the state of Illinois by the Illinois Commerce Commission.
- (2) The date the RES terminates this Agreement by providing the Company thirty (30) days written notice.
- (3) The date Company suspends service pursuant to the provisions of Sections 4.C, 4.D or 4.E of the Delivery Services Supplier Terms and Conditions.

Notwithstanding the foregoing, service under this Agreement shall not commence until the later of the following:

- (1) The date of this Agreement;
- (2) The date that Transmission Services, including any Ancillary Services, may commence under the applicable OATT;
- (3) The date that the RES complies with the credit requirements established by

the Company pursuant to Section 4.B.(2) of the Supplier Terms and Conditions Tariff.

- (4) The date that any other registration or agreement, required to be in place pursuant to the Supplier Terms and Conditions Tariff, becomes effective.

Section 3. Liability and Indemnification

The Company shall endeavor at all times to provide regular and uninterrupted Delivery Services and service under the Supplier Terms and Conditions Tariff, but in case such services shall be interrupted, irregular or defective or fail, for causes beyond the Company's control, the Company shall not be liable therefor.

The RES shall indemnify, defend and hold Company harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the RES' delivery or non-delivery of energy services to its customers, including but not limited to any such claims and actions relating to the Company's disconnection of service for the RES' failure to deliver energy services.

Section 4. Assignment and Delegation

Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No consent shall be necessary for an assignment to a successor in the operation of a substantial portion of its Illinois properties by reason of a reorganization, merger, consolidation, sale or foreclosure. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 4 shall be void.

Section 5. Entire Agreement

This Agreement consists of, in its entirety, this Supplier Terms and Conditions Tariff Service Agreement, and the Company's Supplier Terms and Conditions Tariff. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

Section 6. Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 7. Notices

7.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid or certified mail, (c) facsimile, or (d) Federal Express or similar overnight courier delivery. Such notices shall be provided as follows:

For notice to Ameren:

Ameren Services Company
Attn.: Transmission Services Business Center
By US Mail: P.O. Box 66149 MC 635
St. Louis, MO 63166-6149

By Courier: 1901 Chouteau MC 635
St. Louis, MO 63103

Phone: 888.AMEREN.1
Fax: 314.206.0600
Email: tsbc@ameren.com

For notice to the RES:

Company Name: _____

Attn: _____

Mailing Address: _____

Delivery Address: _____

Phone: _____

Fax: _____

Email: _____

- 7.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

Section 8. Billing

A bill for services rendered to the RES under the Supplier Terms and Conditions Tariff and the MISO OATT (pursuant to the terms of the Agreement with Respect to Billing and Remittance Procedures between the MISO and Ameren) shall be rendered monthly. Bills are due and payable, including interest on unpaid amounts, pursuant to the terms of the MISO OATT.

The RES shall have the option to issue single bills to its customers for both the services provided by it and the Delivery Services provided by the Company pursuant to its Delivery Services Tariff pursuant to the terms of Section 7.B. of the Supplier Terms and Conditions Tariff. If the RES elects to issue single bills to its customers, it shall execute a separate Single Billing Agreement with the Company.

The RES shall also have the option for the Company to issue single bills to the RES's customers that are inclusive of both the Company's Delivery Services charges the RES's supply charges pursuant to the terms of Section 7.C. of the Supplier Terms and Conditions Tariff. This billing option is referred to as Utility Consolidated Billing / Purchase of Receivables ("UCB/POR"). If the RES elects this billing option, it shall execute a separate UCB/POR Billing Services Agreement with the Company.

Section 9. Miscellaneous

- 9.1 **Waiver.** Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.
- 9.2 **Dispute Resolution.** In the event of a dispute in regard to the terms or application of the Supplier Terms and Conditions Tariff, the Parties may choose to use the Alternative Dispute Resolution procedures contained in the Company's RES Handbook.
- 9.3 **Applicable Law and Venue.** This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of Illinois. Except for matters and disputes with respect to which the Illinois Commerce Commission is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in

Illinois shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

9.4 Not a Joint Venture. The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

The Parties have executed this Agreement on the dates indicated below.

On Behalf of Company

Signature: _____

Printed Name: _____

Title: _____

Date: _____

On Behalf of RES

Signature: _____

Printed Name: _____

Title: _____

Date: _____