
SUPPLIER TERMS AND CONDITIONS

INDEX

	<u>Beginning Sheet No.</u>
1. Availability	5.002
2. Nature of Service	5.002
A. Purpose	
B. Relationship of the Customer, the Supplier, and the Company	
3. Definitions	5.004
(See Customer Terms and Conditions Tariff)	
4. Application for and Commencement of Services	5.005
A. Certification by Illinois Commerce Commission	
B. Registration With Company	
C. Termination of Certification by Illinois Commerce Commission	
D. Suspension of Supplier by the Company	
E. Breach of the Tariff Service Agreement	
F. Customer Self-Manager	
5. Rates and Charges	5.010
A. Transmission Charges	
B. Loss Multiplier	
C. Single Billing Option Guarantor Credit	
*6. Metering	5.014
A. Meters	
B. Meter Reading	
C. Metering Requirements	
D. Request for Interval Metering	
*7. Billing, Payment and Remittance	5.015
A. Billing Options	
B. Single Billing Option	

SUPPLIER TERMS AND CONDITIONS

INDEX (Continued)

	<u>Beginning Sheet No.</u>
C. Utility Consolidated Billing/Purchase of Receivables Billing Program	
D. Purchase of Uncollectibles	
E. Form of Bill	
F. Payment Due Date	
G. Form of Payment	
H. Metering Services Providers	
*8. Electronic Data Interchange.....	5.040
*9. Load Profiling.....	5.041
*10. Technical and Operational Requirements	5.041
*11. Switching.....	5.041
A. Letter of Agency	
B. RES and MSP Enrollment Procedures	
C. RES and MSP Drop Procedures	
D. Termination of Service to a RES or MSP	
*12. Dispute Resolution.....	5.053
*13. Miscellaneous General Provisions	5.053
A. Headings	
B. Confidential Data - Non-disclosure	
C. Commission Jurisdiction	
D. Liability	
E. Supplier Indemnification of Company	
F. Release of Customer Information to RES	
G. Alternative Compliance Payments	
H. Alternative Retail Electric Supplier (ARES) Supplied Renewable Energy Credits	

SUPPLIER TERMS AND CONDITIONS

1. AVAILABILITY

This Tariff shall govern the business practices to be followed by the Company and the following Suppliers (also see Definitions Section 3):

- (a) any Alternative Retail Electric Supplier (ARES) holding a currently effective Certificate of Service Authority from the Commission to provide service in some or all of Company's Service Area;
- (b) any "electric utility" as defined in Section 16-102 of the Public Utilities Act;
- (c) any Customer that is qualified as a Customer Self-Manager (CSM) by meeting the requirements of Section 4.F. of these Supplier Terms and Conditions; and
- (d) any Metering Services Provider (MSP) holding a currently effective Certificate of Metering Service Authority from the Commission to provide Metering Services in Company's Service Area.
- (e) The term Retail Electric Supplier (RES) refers to both ARES and electric utilities. Additionally, where any of the provisions contained herein apply to all of (a) through (d) above, the term "Supplier" shall be used.

2. NATURE OF SERVICE

A. Purpose

These Terms and Conditions govern the business relationship between a Supplier in its provision of service to a Customer and the obligations of the Supplier in arranging to provide power and energy and/or Metering Services to Delivery Services Customers. The Company has no obligation under these Terms and Conditions to provide power and energy and/or Metering Services to a Supplier or its Customer(s). The Customer's use of the Company's power or energy services beyond those required to provide Ancillary Services required by the Transmission Provider's FERC-approved tariffs related to Transmission Service shall be considered unauthorized use of energy services.

SUPPLIER TERMS AND CONDITIONS

These Supplier Terms and Conditions set forth the procedures for the following:

- (1) Suppliers registering with the Company;
- (2) Customers becoming Customer Self-Managers;
- (3) Suppliers enrolling Customers in, and terminating Customers from, RES supplied power and energy; and
- (4) Selecting Billing options available with Delivery Services.

B. Relationship of the Customer, the Supplier, and the Company

- (1) Customer and Company
 - (a) The Customer receives Delivery Service from the Company under this Schedule.
- (2) Customer and Supplier
 - (a) Suppliers provide electric power and energy and/or Metering Services to the Customer pursuant to contractual arrangements that are not part of the Company's Schedules. The Company is not a party to such contractual arrangement with the Customer taking service under these Supplier Terms and Conditions and shall not be bound by any term, condition, or provision of agreement for such service.
 - (b) Each Customer shall provide appropriate authorization to such Supplier to provide electric power and energy and/or Metering Services.
 - (c) By taking Delivery Services from the Company and purchasing electric power and energy from a RES, a Customer authorizes that RES, on the Customer's behalf, to arrange for the procurement of that portion of Transmission Service and Ancillary Transmission Services to be used by the Customer, pursuant to these Terms and Conditions.

SUPPLIER TERMS AND CONDITIONS

(d) The Customer authorizes the RES to act on its behalf as a Transmission Service Agent (TSA) under the Transmission Provider's FERC-approved tariffs related to Transmission Service in connection with such transactions.

(3) Company and Supplier

(a) Suppliers are not agents of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions.

(b) All services covered by the Transmission Provider's FERC-approved tariffs related to Transmission Service shall be considered Transmission Service and shall be provided exclusively at the prices and in accordance with the terms and conditions set forth in the Transmission Provider's FERC-approved tariffs. Unless otherwise expressly offered in this Schedule, the Transmission Provider's FERC-approved tariffs related to Transmission Service, or other Agreement, the Company has no obligation to provide the RES with any other service.

(c) All other services not provided in accordance with this Schedule, the Transmission Provider's FERC-approved tariffs related to Transmission Service or another Schedule on file with the Illinois Commerce Commission (ICC) as required by law shall not be subject to the jurisdiction of the ICC.

3. DEFINITIONS

Definitions associated with Suppliers are located in the Definitions Section of Customer Terms and Conditions.

SUPPLIER TERMS AND CONDITIONS

4. APPLICATION FOR AND COMMENCEMENT OF SERVICES

A. Certification by Illinois Commerce Commission

Prior to receiving services under this Schedule, a RES, ARES, CSM or MSP (hereafter in this section referred to collectively as Supplier) must be certified by the Illinois Commerce Commission. The Supplier must submit proof of certification when it registers with the Company to receive services under this Schedule.

B. Registration With Company

Before submitting any enrollment DASR to Company or receiving any services under this Schedule, a Supplier must register with the Company as provided for in this section. Company will consider a Supplier registered when all of the steps listed below are successfully completed and maintained.

- (1) The Supplier shall enter into a Tariff Service Agreement with the Company in which the Company and the Supplier agree to conduct their affairs in accordance with this Schedule.
- (2) The Supplier must provide information requested by Company for evaluating the RES's creditworthiness to qualify for certain services. RESs choosing to offer the Single Billing Option to its Customers may be required to provide credit security based on the estimated amounts of Company's Delivery Service charges the RES will be billing to Company's Customers. Company may change the amount of credit security required from the RES from time to time based on changes in the estimated amount of Delivery Services payable to Company. Nothing herein is required to relieve a RES of any obligation to provide credit security or assurances as may be required under the Transmission Provider's FERC-approved tariffs related to Transmission Service.
- (3) The RES must designate a Transmission Service Agent (TSA) to acquire Transmission Services. The RES may designate itself as the TSA. A RES may not change its TSA more frequently than monthly.

SUPPLIER TERMS AND CONDITIONS

- (4) The Supplier must enter into an EDI Trading Partner Agreement as provided by Company to transact business with Company using Electronic Data Interchange (EDI). The Supplier must demonstrate its ability to successfully exchange specific test data with Company before Company will accept EDI transactions.
- (5) If the RES chooses to provide its Customers with Single Billing, a Single Billing Option Agreement must be established. The Single Billing Option Agreement will establish the responsibilities and obligations of the RES and Company.
- (6) If the RES chooses to have the Company provide billing services for its Customers, a Utility Consolidated Billing (UCB) / Purchase of Receivables (POR) Billing Service Agreement (BSA) must be established. The UCB/POR BSA will establish the responsibilities and obligations of the RES and Company.
- (7) The Supplier and the Company will exchange information on business contacts and on electronic fund transfer.
- (8) The RES designated TSA must reserve transmission capacity to serve the load of its Customers.
- (9) The RES shall enter into a Meter Data Management Services (MDMS) Agreement with the Company.
- (10) The RES shall acquire a Commercial Pricing Node (CPNode) through MISO for the Ameren Illinois (AMIL) control area.
- (11) The RES shall provide Company with a digital certificate granting Company access to the MISO portal. As the Supplier's Meter Data Management Agent (MDMA), the digital certificate will allow Company to transmit the Supplier's Customers' meter data to MISO.

Company will notify the Supplier within 30 days after receipt of the Supplier's completed registration form whether all applicable agreements have been executed and requirements have been satisfied.

SUPPLIER TERMS AND CONDITIONS

C. Termination of Certification by Illinois Commerce Commission

The Supplier shall immediately notify the Company if the ICC suspends or revokes the Supplier's certification for any reason. Upon the effective date of the suspension or revocation of the Supplier's certification, the Company will cease to provide the service under this Schedule and shall so notify its Customers pursuant to this Schedule.

D. Suspension of Supplier by the Company

The Company may suspend the Supplier's right to provide service under this Schedule for any action or inaction that could, in the sole judgment of the Company, affect safety. If the action or inaction is related to an immediate safety concern, the Company may immediately suspend the Supplier on a non-discriminatory basis and notify the Supplier of the suspension after the fact.

The Company may also suspend the Supplier's right to provide service under this Schedule in the event that MISO suspends Transmission Service to the Supplier for any action or inaction that could, in the judgment of MISO, affect system reliability. The Company may also suspend on a non-discriminatory basis the Supplier's right to provide service under this Schedule, for any action or inaction that could, in the reasonable judgment of the Company, acting pursuant to guidelines for an Authorized Transmission Operator, Balancing Authority, and Reliability Coordinator, affect system reliability where its authority to do so supersedes the authority of MISO.

Unless the suspension is related to an immediate safety or reliability concern, the Company will notify the Supplier and the ICC in writing, by mail or fax, of the Company's intention to suspend the Supplier and the date of the suspension which shall be no less than ten business days after the date of the notice. On the date of suspension, the Company shall no longer allow the Supplier to provide service under this Schedule unless the Supplier corrects, to the Company's satisfaction, the action or inaction that affects safety or system reliability, unless the Company's authority is superseded by MISO; or the ICC directs the Company to continue to allow the Supplier to provide service under this Schedule.

SUPPLIER TERMS AND CONDITIONS

E. Breach of the Tariff Service Agreement

The Company may suspend the Supplier's right to receive service under this Schedule for any breach of its agreement with the Company, including a breach of any obligation, representation or warranty contained in this Schedule. The Company will notify the Supplier in writing, by mail or fax of the Company's intention to suspend the Supplier and the date of the suspension, which shall be no less than ten business days after the date of the notice. The Company shall cease to provide service to the Supplier under this Schedule on the date of suspension unless the Supplier corrects the breach to the Company's satisfaction or the ICC directs the Company to continue to provide service under this Schedule.

F. Customer Self-Manager

A Customer with an annual peak demand of 1MW or more may act as a Customer Self-Manager (CSM). A CSM, either in itself or by an agent, shall enter into all Agreements and provide such information as reasonably required by the Company for the provision of electric service to the CSM and the implementation of the relevant terms of these Supplier Terms and Conditions, including at a minimum, a Tariff Service Agreement and a Credit Application. Each CSM shall, in addition, comply with the following requirements:

- (1) CSM shall comply with all applicable Federal, state, regional and industry rules, policies, practices, procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the interconnected electric transmission system (including the applicable rules and operating guidelines and procedures of the regional or national electric reliability council(s) or organization(s) and their successor and OASIS reservation process).

SUPPLIER TERMS AND CONDITIONS

- (2) CSM shall be deemed to possess sufficient technical capabilities if it maintains a technical staff on duty or on call 24 hours each day to operate and maintain CSM's facilities as needed. "Technical staff" for purposes of this section means a staff of trained technical experts in electric power and energy supply, including, but not limited to, Persons who have completed an accredited or otherwise recognized apprenticeship program or a formal education program, or Persons who possess no less than four years of experience working in a similar position with a utility, ARES or related business, or Persons registered as professional engineers as required by Public Act 89-0594, The Professional Engineering Practice Act of 1989.
- (3) CSM provides, or has arranged to provide, as needed, a scheduling facility with 24-hour staffed operation for coordination with control centers of scheduling changes, reserve implementation, curtailment orders, and interruption plan implementation.
- (4) CSM shall provide to Company, upon request, and maintain a telephone number, fax number, and address where its staff can be directly reached at all times. Maintenance of an answering service, or machine, pager, or similar message-taking procedure does not satisfy this requirement.
- (5) CSM shall provide to the Company occupational background information on the Persons or agents who are being used to meet the above requirements.
- (6) CSM may meet the above requirements by entering into one or more contracts with others to provide the required services, provided that each agent and contractor on whom the CSM relies to meet these requirements is disclosed to the Company.
- (7) The CSM must designate a Transmission Service Agent (TSA) to acquire Transmission Service. The CSM may designate itself as the TSA. A CSM may not change its TSA more frequently than monthly. The CSM designated TSA must reserve transmission capacity to serve the load of its Customers.

SUPPLIER TERMS AND CONDITIONS

5. RATES AND CHARGES

A. Transmission Charges

A RES will be responsible for all applicable Transmission Service related charges for its power and energy Customers, pursuant to the Transmission Provider's FERC-approved tariffs related to Transmission Service.

*** B. Loss Multiplier and Loss Factor**

- * Methodology applicable for MISO settlements occurring through the day prior to the date the Company's settlement system is updated:

The metered KW/kWh usage of Customer shall be increased for losses occurring between the Transmission Provider's Transmission System and the Customer's delivery point by multiplying the Customer's load by the appropriate distribution loss multiplier listed below, and shall be increased for transmission system losses as determined in accordance with the Transmission Provider's FERC-Approved tariffs related to Transmission Service.

For service delivered at:

Secondary voltage: $(1.06102 + 2.1951 * 10^{-10} * SL^2)$

Primary voltage: $(1.02370 + 2.4522 * 10^{-10} * SL^2)$

High voltage: $(1.00816 + 1.0086 * 10^{-10} * SL^2)$

The term "SL" means System Load, the hourly Ameren Illinois Control Area Load (in MW).

- * Methodology to be applicable for MISO settlements occurring on and after the date the Company's settlement system has been updated which is expected to be June 1, 2018, or soon thereafter:
- * Loss multipliers and loss factors shall be calculated for the following voltage classes:
 - * Secondary voltage is up to and including 600 volts.
 - Primary voltage is above 600 volts up to and including 15 kV.
 - High voltage is above 15 kV up to and including 100 kV.
 - Transmission voltage is above 100 kV.

SUPPLIER TERMS AND CONDITIONS

*

Loss multipliers and loss factors shall be calculated as follows:

Loss Multiplier:

The metered KW/kWh usage of Customer shall be increased for losses occurring between the Transmission Provider's Transmission System and the Customer's delivery point by multiplying the Customer's load by the appropriate distribution loss multiplier indicated below, and shall be increased for transmission system losses as determined in accordance with the Transmission Provider's FERC-Approved tariffs related to Transmission Service.

The distribution loss multiplier will be calculated for each hour and each voltage class using the formula below.

$$SL = TL + L_W + L_T + (L_H \times DLF_H) + (L_P \times DLF_P) + (L_S \times DLF_S)$$

Where:

- SL = System Load, the hourly Ameren Illinois Control Area Load (in MW)
- TL = Transmission Losses published by MISO (in MW)
- L_W = Aggregated metered load for wholesale Customers adjusted for Distribution Losses as specified in the contracts with these Customers.
- L_T = Aggregated metered load for Retail Customers served at Transmission Delivery Voltage (Distribution Loss Multiplier = 1.00)
- L_H = Aggregated metered load for Retail Customers served at High Delivery Voltage

SUPPLIER TERMS AND CONDITIONS

*

- DLF_H = Distribution Loss Multiplier for High Delivery Voltage
L_P = Aggregated metered load for Retail Customers served at Primary Delivery Voltage
DLF_P = Distribution Loss Multiplier for Primary Delivery Voltage
L_S = Aggregated metered load for Retail Customers served at Secondary Delivery Voltage
DLF_S = Distribution Loss Multiplier for Secondary Delivery Voltage

The Company, on a best efforts basis, shall provide forecast Distribution Loss Multipliers on Ameren.com one day ahead of each operating day. Following each of the four MISO settlements, updated Distribution Loss Multipliers will be published on Ameren.com. Updated Distribution Loss Multipliers will be based on load data used in the corresponding MISO settlements.

Loss Factor:

Annual Average Distribution Loss Factors for Secondary, Primary, and High voltage classes will be calculated using the formula below.

$$DLF_v = \sum (L_v \times DLF_v) / \sum (L_v)$$

Where:

- DLF_v = Distribution Loss Multiplier for the applicable voltage class
L_v = Aggregated metered load for Retail Customers served at the applicable voltage class

SUPPLIER TERMS AND CONDITIONS

- * The summations are over all the hours for the twelve-month period which shall be specified in an annual informational filing.
- * The Annual Average Distribution Loss Factors will be filed with the ICC on or before May 1st each year and shall include all applicable work papers necessary to support the determinations of the Distribution Loss Multipliers at the time of the filings. The Annual Average Distribution Loss Factors shall be used to update voltage differentiated prices calculated pursuant to Rider PER, and Rider QF.

C. Single Billing Option Guarantor Credit

A RES electing to be a guarantor under the Single Billing Option (SBO) shall receive a credit from the Company for each bill rendered by the RES in the amount shown in the Miscellaneous Fees and Charges tariff.

SUPPLIER TERMS AND CONDITIONS

6. METERING

A. Meters

Unless otherwise designated by the Customer in accordance with this Schedule, the Company or an entity under contract with the Company will own, furnish, install, calibrate, test, and maintain all Company meters and all Company associated equipment used for retail billing and settlement purposes in its Service Area. Regulations for electric metering standards (including testing, accuracy and applicable charges) are found in 83 Ill. Adm. Code 410.Subpart B: Electric Metering Standards. In the event that the Customer arranges for an MSP to provide its metering and Metering Services, the MSP shall provide all services as described in this Schedule in accordance with the Company's specifications and shall provide required metering data to the Company, including the meter readings for use in retail billing and settlement purposes.

B. Meter Reading

Company will continue to read its own meters in its Service Area. The MSP shall be responsible for reading its meters and for providing the meter readings to the Company in accordance with this Schedule. If the Company is reasonably unable to read the meter when scheduled, or if the meter for any reason fails to accurately register the amount of electricity supplied or the Demand of any Customer for a period of time, or if the MSP fails to provide meter reading in a timely manner, the Company shall make a reasonable estimate of the consumption of electricity during those periods when the meter is not read or accurate, based on available data and estimation procedures commonly used by the Company. The Company shall provide to the RES metered data for retail billing and settlement purposes, whether such data was collected by Company or by an MSP, pursuant to the processes described in the RES Handbook.

SUPPLIER TERMS AND CONDITIONS

C. Metering Requirements

The Company will not require a Customer to take additional metering or metering capability as a condition of taking Service from a RES unless the Commission finds, after notice and hearing, that additional metering or metering capability is required to meet reliability requirements. However, a Customer that opts to take Partial Requirements Supply Service is required to have interval metering. In the event that additional metering or metering capability is required, the Customer or the Customer's Supplier may arrange for such metering or metering capability through either the Company or through an MSP.

D. Request for Interval Metering

Interval meters are meters which provide continuous measurement of electric consumption such that usage information is available for discrete increments (e.g., hour by hour) throughout the metering period. A Customer or their RES may request that interval meters be installed for Customer by the Company at the Customer expense. In this case, Company will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes. The charge associated with the incremental cost of interval metering shall be determined pursuant to Rider EFC - Excess Facilities Charge. Customer shall also be charged a monthly data processing fee as shown in the Miscellaneous Fees and Charges tariff. A Customer or its RES, with authorization from its Customer, may arrange to have an MSP provide interval metering, pursuant to the terms of this Schedule.

7. BILLING, PAYMENT AND REMITTANCE

A. Billing Options

The RES shall have the following three billing options:

- (1) Dual Billing Option – under the Dual Billing Option the RES and the Company each provides separate bills to Retail Customers for their respective charges.

SUPPLIER TERMS AND CONDITIONS

- (2) Single Billing Option – under the Single Billing Option the RES includes the Company’s bill issued pursuant to this Schedule as part of the RES bill. A RES shall not provide Single Billing of the Company’s services for any Customer which has a past due unpaid balance for services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.

- (3) Utility Consolidated Billing / Purchase of Receivables (UCB/POR) Program – under the UCB/POR Program the Company purchases RES receivables at a discount and provides billing services for the RES, issuing one consolidated bill to each RES served Retail Customer account that includes the charges for power and energy services from the RES and the charges for Delivery Services from the Company. A RES shall not choose the UCB/POR Program for any pre-existing RES Customer which has a past due payment amount greater than sixty days for services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.

B. Single Billing Option

The RES shall indicate whether it intends to provide Single Billing during the registration process. A RES may only choose to provide Single Billing if it is serving 100% of a Customer’s load. If it chooses to provide Single Billing, a Single Billing Option Agreement between the Company and the RES will be developed and executed before Single Billing may commence. A RES electing to offer the SBO must comply with the credit security requirements for Single Billing contained in the 83 Ill. Adm. Code 451.510. The RES electing to offer the SBO must elect to become either an SBO Guarantor or SBO Agent as follows:

SUPPLIER TERMS AND CONDITIONS

(1) SBO Guarantor

An SBO Guarantor is financially responsible for the RES's Customer's bills rendered by Company on the payment due date. The Company shall consider any failure of a RES electing to be an SBO Guarantor to make payment of any bill that is collected or uncollected from a Customer to Company by payment due date to be in breach of the RES Tariff Service Agreement pursuant to these Terms and Conditions and the RES's election to do Single Billing may be terminated immediately. In such instances, the Company shall not initiate actions against the Customers, but shall hold the RES financially responsible for payment of all amounts due plus late payment charges. If payment is not received by payment due date, late charges will be added to any portion of such bill remaining unpaid in the sum equivalent to one and a half percent per month of the unpaid balance. A RES electing to be an SBO Guarantor shall receive a credit from Company in an amount specified in the Miscellaneous Fees and Charges tariff.

(2) SBO Agent

An SBO Agent is a payment agent for the RES's Customers, requiring the RES to forward to Company any payments received from its Customers for Company supplied services. The Customer retains ultimate financial responsibility to Company for the bill. The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as an SBO Agent as an act or failure of its Customer. The Company may enforce the terms of this Schedule against the Customer for any act or failure of the RES as if the act or failure had been that of the Customer. A failure on the part of the RES to transmit payments properly made by the Customer to the RES shall not relieve the Customer of its obligation to pay for Delivery Services provided under this Schedule. The RES shall not take any action that shall compromise the Company's rights to proceed against the Customer under this Schedule for the Customer's failure or the RES's failure to comply with the provisions of this Schedule.

SUPPLIER TERMS AND CONDITIONS

Upon receipt of a Customer payment, a RES acting as an SBO Agent must forward the Delivery Services portion of the payment on to the Company via EDI. Any partial payments received by the RES shall first be used to pay the Company for the Customer's Delivery Services to the extent of the partial payment. In the event Company is informed that a Customer has paid the RES and that the RES failed to remit payments received from the Customer in a timely manner, the Company shall notify the RES in writing of such failure. The RES shall either correct all remittance in arrears within two working days upon notification, or the RES shall be deemed in breach of the RES Tariff Service Agreement and the RES's election to do Single Billing shall be terminated immediately.

Once the SBO designation is elected, a RES may designate any of its individual Customers as SBO accounts or may choose not to designate individual accounts as SBO, in which case, Company and the RES will each issue separate bills.

C. Utility Consolidated Billing / Purchase of Receivables (UCB/POR) Billing Program

Purpose

Pursuant to Public Act 95-0700 (Amending 220 ILCS 5/16-118, herein after referred to as "ILCS 5/16-118"), the Company's UCB/POR Program provides a RES with the option to have the Company issue a consolidated monthly bill to each RES served Customer that includes the charges for electric power and energy service from the RES, as well as charges for Delivery Services of the Company. A RES that elects the UCB/POR Program for its Customers shall be required to sell its accounts receivables for such Customers to the Company. Accounts receivables shall be purchased at a discount off of face value and without recourse. The accounts receivables purchased from a RES will be limited to the receivables for undisputed charges for RES' electric power and energy service only for Retail Customers participating in the UCB/POR Program.

SUPPLIER TERMS AND CONDITIONS

Availability/Eligibility

The UCB/POR Program is only available as a combination program. The Company is not offering UCB stand alone service or POR stand alone service at this time. The RES shall indicate whether it intends to elect to put Customers on the UCB/POR Program during the registration process.

A RES may elect to put its Retail Customer with a maximum non-coincident peak (NCP) demand of less than 400 kW on the UCB/POR Option. Eligible Customers are specified in the “Eligible Customer” definition below.

A RES shall not elect to move an existing RES served Retail Customer from Dual Billing or SBO to the UCB/POR Program for any Customer which has an unpaid balance for Delivery Service provided and billed by the Company greater than 60 days past due. When such past due balance is cleared, such Customer will be placed on the UCB/POR Program. An existing BGS Customer with an unpaid balance that enrolls to RES service is eligible for the UCB/POR Program.

A RES must choose to either include all Residential Customers or exclude all Residential Customers in the UCB/POR Program (with the exception of Customers with accounts greater than 60 days in arrears). RES’ existing contracts for alternative billing options will be grandfathered and excused from this provision until those contracts expire or one year from the execution of the UCB/POR BSA, whichever occurs sooner, at which point the RES must comply with the all-in or all-out provision of the participation requirement for all Residential Customers.

SUPPLIER TERMS AND CONDITIONS

Definitions

The following definitions are only applicable to Section 7 Billing, Payment and Remittance of this tariff. Other definitions relative to this tariff are contained in the Customer Terms and Conditions.

Actual Uncollected Receivables

Actual Uncollected Receivables for the UCB/POR Program shall be equal to the write-off amounts for the portion of final bills associated with the RES receivables after all reasonable and customary Customer collection processes have ceased.

Eligible Customer

An Eligible Customer, for UCB/POR purposes, is determined at the account level and is dependent on the service points that make up an account. An account consisting of Rate DS-1, DS-2, DS-3 (with Demands of less than 400 kW in at least eleven of the twelve monthly Billing Periods during the prior calendar year), DS-5, and/or DS-6 (with Demands of less than 400 kW in at least eleven of the twelve monthly Billing Periods during the prior calendar year) service points are eligible. An Eligible Customer specifically excludes an account consisting of one or more service points with Demand equal to or greater than 400 kW in at least eleven of the twelve monthly Billing Periods during the prior calendar year (all Rate DS-3, DS-4, and DS-6 service points exceeding the Demand criteria).

Disputed Charges

Disputed Charges as used herein refer to: a) disputes between the RES and the RES Customer only, and; b) disputes regarding RES charges and not RES Customer's usage. A charge shall not be considered a Disputed Charge until such time the Company has received notice of the Disputed Charge from the RES or the Consumer Services Division (CSD) of the ICC. If a customer contacts the Company to dispute a RES charge, the Company will refer the customer to the RES for resolution as well as provide contact information for the ICC's CSD. A RES shall not include Disputed Charges in its submission of accounts receivable for payment by the Company. The Company will not remit payment to a RES for Disputed Charges.

SUPPLIER TERMS AND CONDITIONS

If a RES transfers a receivable or receivables subject to a legitimate dispute to the Company, the Company may demand repayment from the RES for any Disputed Charges related to the disputed portion of the bill consistent with the terms of the UCB/POR Billing Service Agreement. Legitimate Disputed Charges may include, but are not limited to, Disputed Charges that are subject to an ongoing bill inquiry, pending litigation, arbitration, mediation, or any state or federal regulatory proceedings.

Incremental Costs

Incremental Costs means costs incurred by or for the Company in association with the UCB/POR Program, to be recovered pursuant to this tariff and the Supplemental Customer Charges tariff, and include: (a) fees, charges, billings or assessments related to the UCB/POR Program; (b) costs or expenses associated with equipment, devices, or services that are purchased, provided, installed, operated, maintained or monitored for the UCB/POR Program; and (c) all legal and consultant costs. Incremental Costs also includes incremental expenses for wages, salaries and benefits of Company employees, including direct and indirect Incremental Costs associated with such Company employees who are hired for positions specifically related to the UCB/POR Program and that were created after the effective date of Section 220 ILCS 5/16-118 of the Public Utilities Act. Incremental Costs do not include any expenses for wages, salaries and benefits of Company employees, employed either before or after the effective date of Section 220 ILCS 5/16-118 of the Public Utilities Act, which are otherwise recovered pursuant to other approved tariffs.

Ongoing Administrative Costs

Ongoing Administrative Costs are Incremental Costs incurred by or for the Company in association with the UCB/POR Program to be recovered pursuant to the Determination of UCB/POR Discount Rate section of this tariff. Ongoing Administrative Costs shall include ongoing Incremental Costs to operate and administer the UCB/POR Program, specifically: (a) ongoing electronic data interchange (EDI) costs; (b) costs for obtaining Commission approvals and participation in regulatory proceedings associated with the UCB/POR Program; and (c) staffing required to address questions from RES and others regarding the UCB/POR Program. Such Incremental Costs are not already included in base Delivery Service rates.

SUPPLIER TERMS AND CONDITIONS

Power and Energy Service

Power and Energy Service for purposes of the UCB/POR Program refers to the RES charges included in the receivables purchased by the Company and shall include such charges for Power and Energy Service the RES is obligated to procure to meet its Customers' instantaneous electric power and energy requirements. Such charges may also include charges for Transmission Services and related Ancillary Transmission Services and costs of compliance with any and all applicable renewable portfolio standards. The accounts receivables purchased for the RES shall not include any other costs.

Program Year

The Program Year shall be the 12 month period beginning January 1 and ending December 31.

Purchase of Receivables (POR)

A RES shall assign to the Company its rights to all amounts due from its Eligible Customers for the provision of electric Power and Energy Service billed by the Company under the UCB/POR BSA for a specific billing period. Such amounts due, or receivables, shall be sold to the Company at a discount_rate calculated and filed pursuant to the terms and conditions of this tariff.

SUPPLIER TERMS AND CONDITIONS

Utility Consolidated Billing (UCB)

A consolidated monthly bill rendered by the Company to Eligible Customers for both the delivery services provided by the Company and the electric Power and Energy Service provided by the RES.

UCB/POR Discount Rate (UDR)

The receivables for electric Power and Energy Service of RES shall be purchased by the Company at a discount rate calculated and filed pursuant to the terms and conditions of this tariff. The UCB/POR Discount Rate will be based on the Company's uncollectible costs from the Company's most recent Commission Order and administrative costs associated with the Company's UCB/POR Program.

UCB/POR Discount Rate Uncollectible Cost Component (UDC)

The uncollectible component of the discount rate will be established pursuant to the Determination of UCB/POR Discount Rate section of this tariff. The UCB/POR Discount Rate Uncollectible Cost Component will be based on the Company's uncollectible costs from the Company's most recent Commission Order.

UCB/POR Program Charge

The UCB/POR Program Charge is a charge determined for Eligible Customers in the Supplemental Customer Charges tariff.

Determination of UCB/POR Discount Rate (UDR)

UDR is a discount rate applied to RES UCB/POR accounts receivable purchased by the Company and shall be expressed as a percent. The UCB/POR Discount Rate will be a single Rate for the Company.

SUPPLIER TERMS AND CONDITIONS

$$\text{UDR} = \text{UDC} + \text{OAdm}$$

UDC = UCB/POR Uncollectible-Component

OAdm = Ongoing Administrative Cost of the UCB/POR Program.

The UDR will be determined annually for each Program Year of January through December.

UCB/POR Discount Rate Uncollectible Cost Component (UDC)

$$\text{UDC} = \text{RCU/TR}$$

Where:

RCU = The total Uncollectibles expense for UCB/POR Program Eligible Customers of the Company as determined for power supply from the most recent rate case data and Commission Order.

TR = Total Revenue associated with power supply of the Company, including the amount of RCU, for UCB/POR Program Eligible Customers as determined from the most recent rate case data and Commission Order.

SUPPLIER TERMS AND CONDITIONS

Ongoing Administrative Cost (OAdm)

$$\text{OAdm} = \text{OAC}/\text{EPR}$$

Where:

OAC = Ongoing Administrative Costs.

EPR = Estimated UCB/POR Program Receivables purchased from the RES. The amount shall be projected for the period that corresponds to the period for which the rate will be in effect. The projection will be based upon the BGS power supply planning forecast of RES-served Customers that are eligible for UCB/POR submitted annually to the Illinois Power Agency. A UCB/POR Program participation rate will be estimated for each eligible DS rate class and a RES supply price estimate will be derived by applying a 7 percent discount to the Company's then existing BGS prices.

SUPPLIER TERMS AND CONDITIONS

Informational Filing

The amount of the UCB/POR Discount Rate shall be shown on an informational filing supplemental to this tariff and filed with the ICC. Such filing and subsequent informational filings shall not be filed later than 60 days prior to the effective date of the change in the Oadm component of the UCB/POR Discount Rate. An informational filing postmarked after that date but prior to the rate becoming effective will be accepted if it corrects an error or errors for a timely filed report. Any other informational filing postmarked after that date will be accepted only if submitted as a special permission request under the provision of Section 9-201 (a) of the Act. Any informational filing shall be accompanied by work papers showing the calculation of the UCB/POR Discount Rate. Each UCB/POR Discount Rate shall become effective as indicated on the informational filing and shall remain in effect during the Program Year subject to any potential adjustment.

SUPPLIER TERMS AND CONDITIONS

The Company will make best efforts to provide notice to participating RES at least sixty days prior to the effective date of the change in the Oadm component of the UCB/POR Discount Rate by posting the rate on www.ameren.com.

The UDC component of the UCB/POR Discount Rate will be revised pursuant to the Commission approved level of uncollectible expense in the most recent Delivery Service rate case proceedings. Notice will be provided to the RES of the new UDC component of the UCB/POR Discount Rate upon filing of the revised discount rate informational filing.

SUPPLIER TERMS AND CONDITIONS

Reconciliations

Reconciliations shall occur annually unless otherwise noted. Such reconciliations shall be filed with the ICC by June 1 in 2016 and by March 1 each year thereafter.

Uncollectibles Cost Reconciliation

Under the terms of [ILCS 5/16-118](#), any variance, either positive or negative, between i) the Actual Uncollected Receivables experienced from the UCB/POR Program and ii) the dollar amount of uncollectibles calculated using the Uncollectible cost component of the UCB/POR discount rate and included in the actual discounts taken in the purchase of receivables will be recovered from or credited back to Eligible Customers via Factor UR of the UCB/POR Program Charge as determined in the Supplemental Customer Charges tariff.

The actual annual uncollected receivables related to the purchase of RES receivables experienced as a result of the provision of the UCB/POR Program shall be tracked each Calendar Year and compared to the dollar amount for uncollectibles calculated using the Uncollectible cost component of the UCB/POR discount rate and included in the actual discounts taken in the purchase of receivables.

Any variance, either positive or negative, between the write-off amounts for the portion of final bills associated with the RES receivables after all reasonable and customary Customer collection processes have ceased and the dollar amount of uncollectibles calculated using the Uncollectible cost component of the UCB/POR discount rate and included in the actual discounts taken in the purchase of receivables, plus interest, during the reconciliation period shall be recovered from or credited to Eligible Customers in Factor UR of the UCB/POR Program Charge as determined in the Supplemental Customer Charges tariff. The interest shall be at the rate established by the ICC in accordance with 83 Ill. Adm. Code 280.40(g)(1).

SUPPLIER TERMS AND CONDITIONS

Ongoing Administrative Cost Reconciliation

The actual Ongoing Administrative Cost experienced as a result of the provision of the UCB/POR Program shall be tracked and compared to the projected Ongoing Administrative Cost included in the UCB/POR Discount Rate.

Any variance, either positive or negative, between the amounts that the Company collects and the calculated recovery of Ongoing Administrative Cost via the UCB/POR Discount Rate, plus interest, during the reconciliation period shall be recovered or credited to Eligible Customers pursuant to the OAR component of the UCB/POR Program Charge as determined in the Supplemental Customer Charges tariff.

SUPPLIER TERMS AND CONDITIONS

Terms and Conditions

Notice Requirements

A RES shall execute a UCB/POR Billing Service Agreement (BSA) 60 days prior to the UCB/POR Program taking effect. An initial UCB/POR BSA becomes effective when the RES has met all prerequisites of service but no sooner than the 60 day notice period. A RES shall provide 60 days notice of intent to cancel the RES signed UCB/POR BSA.

Billing Service Agreement (BSA) Term

The initial term of the UCB/POR BSA is twelve months. Thereafter, the RES may cancel an effective UCB/POR BSA with 60 days written notice. Subsequent to the initial 12 month period, the UCB/POR BSA continues in effect, with 60 days notice required to cancel. Upon cancellation, a RES will not be eligible to sign a new UCB/POR BSA for 12 months. These BSA contract terms apply to the RES signed BSA and separately to each Group that a RES elects to include on the UCB/POR Program.

Credit and Collections

The Company reserves the right to impose the same terms on Retail Customers participating in the UCB/POR program with respect to credit and collections, including request for deposit, if it does not receive payment for its tariff services or purchased receivables, in the same manner that would be permitted if the Retail Customer purchased electric power and energy supply from the Company.

SUPPLIER TERMS AND CONDITIONS

Annual Audit Report

Annually, subsequent to the completion of a Program Year, the Company must conduct an internal audit of its costs and recoveries of such costs pursuant to the UCB/POR Discount Rate. The internal audit shall determine: 1) if and to what extent costs recovered through the UCB/POR Discount Rate are not recovered through other approved tariffs; 2) whether the UCB/POR Discount Rate is being properly applied to RES accounts receivables; 3) whether UCB/POR Discount Rate revenues are recorded in the appropriate accounts; 4) whether there has been any change in the internal processes to collect the receivables associated with the UCB/POR Program that would overstate the balance to be collected through the UCB/POR Discount Rate, and 5) whether the costs classified as Ongoing Administrative Costs are appropriate costs to be collected through the UCB/POR Discount Rate. The above list of determinations does not limit the scope of the audit.

The Company will prepare an annual report summarizing; 1) the operation of the reconciliation mechanisms for the previous year and 2) the results of the internal audit. Such report must be submitted to the ICC Staff in an informational filing, with copies of such report provided to the Manager of the Staff's Accounting Department and the Director of the Staff's Office of Retail Market Development by May 31, beginning in 2016. Such report must be verified by an officer of the Company.

SUPPLIER TERMS AND CONDITIONS

D. Purchase of Uncollectibles

Availability

The Purchase of Uncollectibles ("POU") is applicable to Retail Electric Suppliers (RES) of Customers with Demand less than 400 kW in at least eleven of the 12 monthly Billing Periods during the prior calendar year. RES must have completed the registration requirements as stated below, and executed the required POU Services Agreement. RES must be registered with the Company to utilize SBO or dual bill service. Accounts that are eligible for POU must have had power and energy supplied by the RES while on SBO or the dual billing option. RES participating in the Company's UCB/POR program are not eligible for this service. Only accounts for service provided under Rate classifications DS-1, DS-2, or DS-5 as well as accounts with demands less than 400 kW in at least eleven of the 12 monthly Billing Periods during the prior calendar year served under Rate DS-3 or DS-6, are eligible for POU.

Purpose

The Purchase of Uncollectibles allows RES to receive payment for up to 2 billing cycles worth of Uncollectible Receivables for power and energy service to Customer upon returning Customer to Company for energy service, after RES has made Reasonable Collection Efforts on that account, pursuant to 220 ILCS 5/16-118.

SUPPLIER TERMS AND CONDITIONS

Definitions

Bad Debt

Bad Debt means a receivable for power and energy service associated with a Customer account that cannot be collected because of the Customer's unwillingness or inability to pay. Such Bad Debt is written off after undertaking Reasonable Collection Efforts.

Purchase of Uncollectible Discount Rate (POU Discount Rate)

POU Discount Rate is a value reflecting a) the Company's experience in collecting Bad Debt of Customers it serves or served, taking into consideration a similar length of time to the Bad Debt becoming an Uncollectible Receivable, and b) start-up and continuing administrative costs associated with Company's purchase of receivables.

Reasonable Collection Efforts

Reasonable Collection Efforts means efforts made by RES are substantially the same as those undertaken by the Company pursuant to 220 ILCS 5/16-111.8.

Uncollectible Receivable

Uncollectible Receivable means 2 billing cycles worth of Bad Debt transferred from the RES to the Company, the age of which must be at least 90 calendar days from the due date on the bill. The amount of Uncollectible Receivable cannot exceed two billing cycles of Bad Debt. [Example: January usage covering Jan 1 – Jan 31, bill date of Feb 2, due date of Feb 23 (21 days for residential), plus 90 days for "Reasonable Collection Efforts", making such receivable eligible as an "Uncollectible Receivable" on May 24.]

SUPPLIER TERMS AND CONDITIONS

POU Discount Rate

The discount rate shall equal a percentage reduction of the face value of the receivable purchased as shown in the POU Discount Rate Information Sheet. Total consideration paid by Company to RES shall equal $(100\% - \text{POU Discount Rate}) * (\text{face value of uncollectible account receivable})$. For example, if a receivable is valued at \$100, and the POU Discount Rate is 98.2% , the amount paid shall be \$1.80 for said receivable [$100\% - 98.2\% * \$100 = \1.80]. This discount rate shall be established pursuant to the Company's historical Bad Debt collection experience for the prior calendar year. Annual updates to the POU Discount Rate shall be submitted on or before April 15 as part of the Annual Report provided for below, with an effective date of June 1.

SUPPLIER TERMS AND CONDITIONS

Annual Reports

On or before April 15 each year, the Company shall prepare an annual report to the Manager of Accounting detailing activity under Rider POU that includes the following information detailed by RES:

- a) Number of POU accounts for each RES;
- b) Face value of POU accounts;
- c) Total amount paid for POU accounts;
- d) Amount collected from Customers on POU accounts;
- e) Amount of POU accounts written off;
- f) Amounts collected on POU accounts previously written off.

In addition, the annual report should provide updated information for the write-off and collection detail that formed the basis for the discount rate stated in the POU Discount Rate Information Sheet accompanying the POU tariff provisions. Other information may be requested by the Commission to be included in the annual report as participation increases from that currently anticipated.

POU Business Rules

For a receivable to qualify for POU, the account must be returned to the Company for energy service after the RES has made Reasonable Collection Efforts. The receivables eligible for purchase pursuant to POU must be associated with an active account that is currently taking power and energy supply service from the Company (e.g., Rider BGS, Rider RTP or Rider HSS). The RES' final bill due date for the account must have been at least 90 calendar days in the past.

To initiate the purchasing of uncollectibles, the RES must submit a statement to the Company's Credit and Collection Department. The statement shall include the account number(s) in which the RES is seeking POU as well as the POU amount (i.e., up to 2 billing cycles worth of Uncollectible Receivables described in Purpose above) for each account (must consist of power and energy supply charges only). The POU amount for a given account may only include the two most recent bill periods, and the final bill must be one of the periods. Bills that are in dispute between the RES and the Customer are not eligible for POU.

SUPPLIER TERMS AND CONDITIONS

Within five business days of receipt of the POU statement from the RES, the Company's Credit and Collection Department will screen the account(s) for POU eligibility. Payments for the POU-eligible account(s) will be made to the RES electronically.

Upon receipt of payment from Ameren Illinois for POU eligible accounts, the RES must send written notification to the affected retail customer that includes (a) the retail account is returning to Ameren Illinois supply and the RES will no longer be the supplier on the account; (b) the RES is selling the uncollectible supply charges to the utility for collection purposes; and (c) the Customer will receive an invoice for the supply charges sold by the RES to the utility.

Additional Terms and Conditions

The Company is not obligated to purchase receivables exceeding \$100,000 in total consideration paid to all program participants in any given calendar year. Additionally, the Company is not obligated to purchase receivables after having purchased 500 total receivables in any given calendar year. To the extent either of the above stated limitations becomes applicable in a calendar year, compensation to participating RES shall be apportioned on a ratable basis. Payments to RES will be processed on a quarterly basis.

If POU payment or transaction limitations are reached, the Company shall notify the Commission's Office of Retail Market Development ("ORMD") and participating RES's.

Nothing in this section shall require the Company to reflect purchased uncollectible accounts on Customer delivery service bills. The Company may issue a separate invoice to delivery service Customers liable for a purchased uncollectible debt, or may contract with a third-party debt collector to undertake collection efforts on its behalf.

Pursuant to 220 ILCS 5/16-118(e), the Company retains the right to impose the same terms on retail Customers returned from RES service associated with these POU provisions with respect to credit and collections, including requests for deposits and the right to disconnect, provided payment is not received for tariffed services or purchased receivables.

SUPPLIER TERMS AND CONDITIONS

RES shall demonstrate to Company that it has undertaken prudent collection efforts, and adhere to all requirements contained in the POU Services Agreement.

At the discretion of the Company, partial receivables for Customers with multiple service points under one common account with usage that exceeds 400kW in aggregate demand may qualify for POU transfer to the extent charges related to individual service points are severable and below 400kW.

E. Form of Bill

For RES choosing the SBO, the format of the single bill must conform with the Public Utilities Act ("Act"), i.e., Section 16-118(b), 220 ILCS, 5/16-118(b), and the applicable Commission rules. The RES shall include in the bill any bill insert required by the Illinois Commerce Commission or other regulatory body and provided to the RES by the Company. The RES shall bill the Company for additional costs actually incurred to perform mailing of such required bill inserts and do so pursuant to a timely sent invoice. The Company shall provide notification of the upcoming bill insert not less than 90 days prior to the commencement of the mailing. The bill insert shall be provided to the RES not less than 60 days prior to the commencement of mailing. The RES shall make best efforts to accommodate all Company inserts. The Company shall make best efforts to minimize the size and weight of the insert. The Company shall adhere to all RES mailing standards, a copy of which the RES shall make available to the Company. Both the RES and Company shall confer in good faith to appropriately provide for all Company bill inserts.

SUPPLIER TERMS AND CONDITIONS

For RES choosing the UCB/POR Program, the Company shall issue a bill for the monthly billing period for each Retail Customer with respect to which the Company is purchasing the RES' receivables for electric power and energy supply service that includes the necessary applicable electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, identification of the RES and other agreed upon billing information transmitted by the RES. Each such bill will include all information pertaining to supply service as required by 83 Ill. Adm. Code 410.210. The Company shall include in the bill any bill insert required by the Illinois Commerce Commission or other regulatory body and provided to the Company by the RES. The Company shall bill the RES for additional costs actually incurred to perform mailing of such required bill inserts and do so pursuant to a timely sent invoice. The RES shall provide notification of the upcoming bill insert not less than 90 days prior to the commencement of the mailing. The bill insert shall be provided to the Company not less than 60 days prior to the commencement of mailing. The Company shall make best efforts to accommodate all RES inserts. The RES shall make best efforts to minimize the size and weight of the insert. The RES shall adhere to all Company mailing standards, a copy of which the Company shall make available to the RES. Both the RES and Company shall confer in good faith to appropriately provide for all RES bill inserts.

F. Payment Due Date

- (1) RES Acting As Payment Agent For Customers - A RES acting as a SBO Agent for Customers is required to forward to Company any payments received from its Customers for Company provided service. The due date shown on the bill shall not be less than 22 days for Residential Customers and 15 days for Non-Residential Customers from the date the Company sends the bill to the RES. The Customer retains ultimate financial responsibility to Company for the Delivery Services bill. Additionally, the RES shall be subject to the applicable terms and conditions of these Supplier Terms and Conditions.

SUPPLIER TERMS AND CONDITIONS

The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as an SBO Agent as an act or failure of its Customer. The Company may enforce the terms of this Schedule against the Customer for any act or failure of the RES as if the act or failure had been that of the Customer. A failure on the part of the RES to transmit payments properly made by the Customer to the RES shall not relieve the Customer of its obligation to pay for service provided by Company under this Schedule. The RES shall not take any action that shall compromise the Company's rights to proceed against the Customer under this Schedule for the Customer's failure or the RES's failure to comply.

- (2) RES Acting As Payment Guarantor For Customers - A RES acting as the financially responsible party ("SBO Guarantor") for bills rendered by Company shall be subject to the applicable terms and conditions of these Supplier Terms and Conditions. The RES must provide remittance of the total amount due to Company by the due date shown on the bill which shall not be less than 22 days for Residential Customers and 15 days for Non-Residential Customers from the date the Company sends the bill to the RES.
- (3) UCB/POR Program - The Company will remit payments for undisputed charges due to the RES for electric power and energy supply service provided by the RES to Retail Customers with respect to which the Company purchased accounts receivables. The Company shall provide remittance of the amount due to the RES no later than one day following the customer's bill due date. The Company is not obligated to make payments for receivables associated with Disputed Charges, as defined in the Definitions portion of Section 7.C. of this tariff, billed to a Retail Customer for the RES's electric power and energy supply services. A Retail Customer's claim that it is not able to pay amounts due for the RES's electric power and energy supply service does not constitute Disputed Charges with respect to the Company's obligation to pay for purchased receivables. In the event that a Retail Customer sends payment to the RES for electric power and energy supply service with respect to which the Company purchased the accounts receivable, the RES will forward such payment to the Company within one day.

SUPPLIER TERMS AND CONDITIONS

G. Form of Payment

All remittance of payment due the Company under the SBO shall be made via electronic funds transfer, in the form agreed by Company and the RES in the Single Billing Option Agreement and specified in the RES Handbook. For RES acting as an SBO Agent or an SBO Guarantor, the remittance shall be accompanied by sufficient account detail to allow the Company to apply payments or partial payments to the appropriate Customer accounts and line items, such form to be specified in the Single Billing Option Agreement. All remittance of payment due to a RES under the UCB/POR Program shall be made via electronic funds transfer, in the form agreed by the Company and the RES in the UCB/POR Billing Service Agreement. Payment remitted by electronic means shall be considered received as of the date the funds are electronically deposited to the Company's account.

H. Metering Services Providers

MSPs shall be responsible for the collection of all charges associated with providing Metering Services to Customers who elect this option. Additionally, where the Company provides any services to the MSP, charges will be billed directly to the MSP. Payment of these charges shall be subject to Payment Due Date provisions listed above.

8. ELECTRONIC DATA INTERCHANGE

Suppliers must enter into an EDI Trading Partner Agreement with the Company and successfully complete testing of EDI capabilities before Company will accept EDI transactions.

A Retail Electric Supplier must demonstrate through EDI over the Internet testing, the ability to electronically transmit enrollment DASRs and drop DASRs to the Company, the ability to electronically receive metering data from the Company, and the ability to electronically send and receive any other applicable information transactions to and from the Company.

SUPPLIER TERMS AND CONDITIONS

9. LOAD PROFILING

A load profile illustrates the hourly electricity usage over a given period of time for a group of Customers sharing common characteristics. The Company produces settlement load profiles for Customers without interval metering.

Settlement load profiles are generated using a dynamic load profiling method that uses statistical models of static load research data. Such models may be used by the RES to forecast loads for scheduling purposes. Specific use of load profiles is described in the RES Handbook.

Settlement load profiles are available via the Company's website, www.ameren.com.

10. TECHNICAL AND OPERATIONAL REQUIREMENTS

The Technical and Operational Requirements associated with Suppliers are in the RES and MSP Handbooks.

11. SWITCHING

This Section governs (i) how a Supplier registered with Company enrolls Customers for, and terminates Customers from, RES supplied power and energy or Metering Services; and (ii) how a Customer qualified with Company as a CSM must initiate and terminate power and energy service.

A. Letter of Agency

Supplier is required to obtain a signed Letter of Agency (LOA) from each Customer it intends to serve. Information contained on the LOA should be sufficient to ensure that the Customer wishes to change from one service provider to another and must contain the following additional information.

SUPPLIER TERMS AND CONDITIONS

- (1) Signature of the Customer;
- (2) Date of the agreement;
- (3) Customer of record;
- (4) Service address;
- (5) Mailing address;
- (6) Daytime and evening telephone numbers;
- (7) Account number of the delivery services company;
- (8) Meter number; and
- (9) Name of delivery services company.

The following information should be disclosed in the terms and conditions of the LOA:

- (1) The rate charged by the Supplier and the statement that the rate is for the supply and/or metering of energy, not delivery services;
- (2) Customer signature on the LOA authorizing the Supplier to receive historical and on-going usage data from Company;
- (3) Unless otherwise agreed, all electric service associated with this account number will be enrolled;
- (4) The charge assessed by the Supplier for switching suppliers; and
- (5) Additional charges that may apply (e.g., Company switching fees).

As an alternative to obtaining a written LOA, the RES may obtain the LOA in an electronic format consistent with the same requirements listed in the preceding sections above (LOA), or the RES may obtain proper third party verification of an oral authorization to change electric service providers. The third party authorization must meet all requirements as set forth in 515 ILCS 505/2EE(b).

B. RES and MSP Enrollment Procedures

A RES shall initiate an enrollment by submitting a valid enrollment DASR to the Company to be effective as agreed in the LOA.

SUPPLIER TERMS AND CONDITIONS

- (1) For Mass Market accounts, the RES must submit one enrollment DASR per account number. The enrollment DASR must include a valid account number. All usage associated with the account will become pending to be enrolled upon validation of the enrollment DASR and assignment of the enrollment effective date.

For non-Mass Market accounts, the RES may either submit one enrollment DASR per account number or one enrollment DASR per service point. For an account-level enrollment, the enrollment DASR must include a valid account number. For a service point-level enrollment, the enrollment DASR must include a valid account number and a valid service point number associated with the account. All usage associated with the account or service point will become pending to be enrolled upon validation of the enrollment DASR and assignment of the enrollment effective date.

If a RES wishes to only supply a portion of an account's load through Partial Requirements Supply Service, then the RES must still submit an enrollment DASR for the account. In addition, the RES must notify Company in writing of its intent to serve a portion of an account's load. This communication must be received by Company concurrently or before the enrollment DASR submission.

The RES shall identify to the Company via EDI any DS-1 service point supplied by such RES that is going to participate in or is going to cease participating in a MISO-coordinated electric demand response program or an energy curtailment program offered by such RES. Similarly, the Company shall identify to the RES via EDI any DS-1 service point supplied by such RES that is going to participate in, is already participating in, or is going to cease participating in a Company-coordinated energy curtailment program. A service point may not be concurrently enrolled to both a Company-coordinated demand response program and a MISO-coordinated demand response program or an energy curtailment program offered by a RES. Demand response / energy curtailment program enrollment and drop notification rules are specified in the RES Handbook.

MSPs must serve all meters on an account.

- (2) Only one RES shall provide service to any Mass Market account. A non-Mass Market account with multiple electric service points may have multiple RESs that each supplies one or more of the electric service points.

SUPPLIER TERMS AND CONDITIONS

For both Mass Market and non-Mass Market accounts, the Customer may elect to serve a portion of its account's load with Partial Requirements Supply Service. A Customer may also manage its own power resources as a CSM.

- (3) A Customer's Supplier must enroll an account or service point by submitting a completed enrollment DASR, via EDI, to the Company.

For a Mass Market account, an on-cycle enrollment must take place on a scheduled meter reading date for the account. The scheduled meter reading date must be at least two business days plus the number of days allowed for a Customer rescission from the date that the enrollment DASR is processed by the Company. In addition, if a particular scheduled meter reading date is requested in the on-cycle enrollment DASR, such date may not be more than 45 calendar days from the date that the enrollment DASR is processed by the Company.

For a non-Mass Market account or service point, an on-cycle enrollment must take place on a scheduled meter reading date for the account. The scheduled meter reading date must be at least seven calendar days from the date that the enrollment DASR is processed by the Company. In addition, if a particular scheduled meter reading date is requested in the on-cycle enrollment DASR, such date may not be more than 45 calendar days from the date that the enrollment DASR is processed by the Company.

For both Mass Market accounts and non-Mass Market accounts, if no date is specified as an enrollment effective date in the on-cycle enrollment DASR, then the enrollment effective date will default to the next valid scheduled meter reading date. If an enrollment effective date other than a scheduled meter reading date is specified in an on-cycle enrollment DASR, and such date is between the minimum number of days (per the rules outlined in this tariff) and 45 calendar days from the date that the on-cycle enrollment DASR is processed by the Company, then the enrollment effective date will default to the next scheduled meter reading date after the requested enrollment effective date even if such scheduled meter reading date is more than 45 calendar days after the date that the Company processes the on-cycle enrollment DASR. An on-cycle enrollment DASR submitted less than the minimum number of days (per the rules outlined in this tariff) prior to the next scheduled meter reading date will default to the following scheduled meter reading date.

SUPPLIER TERMS AND CONDITIONS

If the Company is providing Metering Service, the Company shall permit a RES to request an off-cycle enrollment (i.e. for a date other than an account's scheduled meter reading date) for a non-Mass Market account. To initiate an off-cycle enrollment, the RES shall submit an off-cycle enrollment DASR that indicates the requested enrollment effective date. The Customer will be charged for each off-cycle enrollment at the rate specified in the Miscellaneous Fees and Charges tariff.

Off-cycle enrollments shall only be honored for non-Mass Market accounts or service points. An off-cycle enrollment will become effective on the requested enrollment effective date specified by the RES, provided that the requested enrollment effective date is at least seven calendar days but no more than 45 calendar days from the date that the enrollment DASR is processed by the Company. If no enrollment effective date is specified in an off-cycle enrollment DASR, then the enrollment will be rejected. An off-cycle enrollment DASR submitted less than seven calendar days prior to the requested enrollment effective date will default to the next business day that is at least seven calendar days from the date that the enrollment DASR is processed by the Company.

If an off-cycle enrollment is requested for a Mass Market account, then the enrollment DASR will default to an on-cycle enrollment. In this scenario, the enrollment effective date will default to the next valid scheduled meter reading date after the requested off-cycle enrollment effective date even if such scheduled meter reading date is more than 45 calendar days after the date that the Company processes the on-cycle enrollment DASR.

Enrollments shall be effectuated as follows:

An on-cycle enrollment of a scalar-metered service point shall be effectuated when the service point's meter data is collected – which will occur within the four business days that comprise the account's billing window. The actual time of the enrollment could be anytime during the day that the meter data is collected. An on-cycle enrollment may occur on a non business day if the non-business day falls within the billing window.

SUPPLIER TERMS AND CONDITIONS

An on-cycle enrollment of an interval-metered service point shall be effectuated when the service point's meter data is collected – which will occur within the four business days that comprise the account's billing window. The actual time of the enrollment could be anytime during the day that the meter data is collected. An on-cycle enrollment may occur on a non-business day if the non-business day falls within the billing window.

An off-cycle enrollment of a scalar-metered service point shall be effectuated as of the very end of the day (i.e. 23:59:59) of the date requested. An actual meter reading on the off-cycle enrollment effective date is not taken. Instead, for the first billing period that includes the date of the off-cycle enrollment, usage is prorated for the time between when the enrollment is effectuated and the date on which the meter is actually read.

An off-cycle enrollment of an interval-metered service point shall be effectuated as of the very end of the day (i.e. 23:59:59) of the date requested.

- (4) Company will reply to the RES with an EDI functional acknowledgement as a notice of receipt of the enrollment DASR.
- (5) After receiving the enrollment DASR, the Company shall send an EDI response to the RES.

If the enrollment is valid and is on-cycle, then the enrollment effective date communicated in the EDI response will be either the requested scheduled meter reading date (if such a date is specified in the enrollment DASR) or the next valid scheduled meter reading date (if a scheduled meter reading date is not specified in the enrollment DASR). This date should be interpreted as a placeholder by the RES, as the actual enrollment effective date may occur anytime within the four business day billing window.

SUPPLIER TERMS AND CONDITIONS

If the enrollment is valid and is off-cycle, then the enrollment effective date communicated in the EDI response will be the actual enrollment effective date.

- (6) If Customer is enrolling to a RES, Company will notify the Customer in writing of the scheduled enrollment and the name of the RES that will be providing power and energy services. If the Customer objects to the pending enrollment, then the Customer may request a rescission of the pending enrollment. For a Mass Market account, the rescission request must be made by the Customer to the Company within ten calendar days of the Company's processing of the enrollment DASR. If the tenth calendar day falls on a non-business day, then the rescission period shall be extended through the next business day.

For a non-Mass Market account, the rescission request must be made by the Customer to the Company at least two business days prior to the account's scheduled meter reading date (for an on-cycle enrollment) or requested enrollment effective date (for an off-cycle enrollment).

- (7) If the Customer is currently receiving power and energy from a RES and the Customer enrolls to a new RES, then the Company will notify the current RES of the account's drop effective date.
- (8) If an enrollment DASR or drop DASR is rejected, notice of rejection will be sent to the Supplier along with a reason code. Reasons for rejecting an enrollment DASR or drop DASR include the following.
- (a) Required information missing;
 - (b) Account not found;
 - (c) Account not eligible;
 - (d) Requested enrollment or drop effective date is more than 45 days from the date the DASR was processed;
 - (e) Not first in – Account already has a pending enrollment;
 - (f) Customer's account was terminated;

SUPPLIER TERMS AND CONDITIONS

- (g) Account exists but is not active;
 - (h) Duplicate request received;
 - (i) RES not certified to provide the requested service;
 - (j) Cannot identify RES' DUNS or DUNS+4;
 - (k) Account does not qualify for requested billing option;
 - (l) RES not authorized to utilize requested billing option;
 - (m) Invalid Commercial Pricing Node (CPNode) requested.
- (9) For both Mass Market and non-Mass Market accounts, a RES may rescind a pending enrollment and it shall be rescinded via EDI. The EDI transaction must be received from the RES and processed by the Company at least two business days prior to the scheduled meter reading date (for an on-cycle enrollment) or the requested enrollment effective date (for an off-cycle enrollment).
- (10) The Company shall accept and process the first valid enrollment DASR that it receives for an account or service point for a particular enrollment effective date. The Company shall reject any subsequent conflicting enrollment DASR it receives for the same enrollment effective date. The Company shall reject such subsequent enrollment DASR or DASRs without notifying the Customer.
- (11) An eligible Customer may switch its MSP. The new MSP shall make the switch on behalf of the Customer by the submittal of a DASR to the Company. The MSP shall submit the DASR as required in this Tariff. All DASRs must be in EDI format. The switch shall not be made in any other manner than through a DASR submitted by the MSP. The Company shall rely on the representation made by the MSP on the DASR that the Customer has selected the MSP as its new Supplier of Metering Services.

SUPPLIER TERMS AND CONDITIONS

- (12) Meters may only be exchanged in a period beginning five business days after the scheduled meter reading date and ending five business days prior to the next scheduled meter reading date. Exchanges involving interval-recording meters must be scheduled with the Company. An MSP shall initiate a DASR and submit it to be effective on the scheduled meter exchange date, but in no event, any earlier than the date that was agreed to with the Customer in the LOA. The Company shall, in response to the DASR, make the DASR effective on the scheduled meter exchange date if the DASR is submitted as required in this Tariff. A DASR may be submitted any time between seven calendar days prior to the scheduled meter exchange date and 45 calendar days prior to the requested effective date. A DASR submitted more than 45 calendar days prior to the requested effective date shall be rejected. A DASR submitted less than seven calendar days prior to the scheduled meter exchange date shall be rejected unless special arrangements are made with Company. Where appointments with Company metering personnel are required for the exchange, Company will endeavor to complete the meter exchange on the requested date. In the event of a meter installation or other work backlog, Company will provide notice of the meter service backlog or the next available meter exchange date. A DASR that does not specify an effective date shall be rejected. A switch of Metering Services shall always be effective upon meter exchange.
- (13) Delivery Services shall be priced and made available to all Customers on a nondiscriminatory basis regardless of whether the Customer chooses the Company, an affiliate of the Company, or another entity as its Supplier of electric power and energy and/or Metering Services, in accordance with applicable Commission Rules.

SUPPLIER TERMS AND CONDITIONS

- (14) The Company shall permit a Customer moving to a Delivery Point in its Service Area to select its Supplier as of the effective date of its initial service. The Customer's Supplier must submit an enrollment DASR to the Company in order to provide electric power and energy service and/or Metering Services at least three business days prior to the effective date of the initial service. Otherwise, the Customer shall receive power and energy from the Company under applicable tariffs. If Company has not created a Customer account in time for an enrollment DASR to be submitted, then the Supplier may submit an enrollment DASR for up to three business days after the Company's creation of the account. If Company receives an enrollment DASR for the account within these three business days and the Supplier has notified the Company in writing of its intent to enroll the account as of the account activation date, then the Company will agree to backdate the enrollment effective date to the account activation date.

C. RES and MSP Drop Procedures

A RES may terminate service to a Mass Market account by submitting an account level drop DASR to the Company. Both a service point level drop DASR and an account level drop DASR will be accepted by the Company for a non-Mass Market account. Company must receive and process the drop DASR at least seven calendar days but not more than 45 calendar days before the requested termination date.

If the drop is on-cycle and a scheduled meter reading date is specified in the drop DASR that is at least seven calendar days but no more than 45 calendar days from the date that the Company processes the drop DASR, then the drop effective date communicated in the EDI response to the RES will be the requested scheduled meter reading date. This date should be interpreted as a placeholder by the RES, as the actual drop effective date may occur anytime within the four business day billing window.

SUPPLIER TERMS AND CONDITIONS

If the drop is on-cycle and an effective date other than a scheduled meter reading date is specified in the on-cycle drop DASR, and such date is between seven calendar days and 45 calendar days from the date that the on-cycle drop DASR is processed by the Company, then the drop effective date communicated in the EDI response to the RES will be the next scheduled meter reading date even if such date is more than 45 calendar days after the date that the Company processes the on-cycle drop DASR. This date should be interpreted as a placeholder by the RES, as the actual drop effective date may occur anytime within the four business day billing window.

If the drop is on-cycle and no date is specified in the drop DASR, then the drop effective date communicated in the EDI response to the RES will be the next scheduled meter reading date that is at least seven calendar days from the date in which the drop DASR is processed by the Company. This date should be interpreted as a placeholder by the RES, as the actual drop effective date may occur anytime within the four business day billing window.

If the drop is off-cycle and a drop effective date is specified in the off-cycle drop DASR that is at least seven calendar days but no more than 45 calendar days from the date that the Company processes the off-cycle drop DASR, then the drop effective date communicated in the EDI response to the RES will be the actual drop effective date.

If the drop is off-cycle and no effective date is specified in the off-cycle drop DASR, then the drop will be rejected.

An off-cycle drop DASR will only be accepted for a non-Mass Market account or service point. If an off-cycle drop is submitted for a Mass Market account, then the drop request will be processed, but the drop effective date will default to the next scheduled meter reading date (after the requested off-cycle drop date) even if such date is more than 45 calendar days after the date that the Company processes the off-cycle drop DASR.

SUPPLIER TERMS AND CONDITIONS

If Company determines that the drop DASR contains all the required information, Company will notify the Customer in writing of the scheduled termination date.

For both Mass Market and non-Mass Market accounts, a RES may rescind their pending drop and it shall be rescinded via EDI. The EDI transaction must be received from the RES and processed by the Company at least two business days prior to the scheduled meter reading date (for an on-cycle drop) or the requested enrollment effective date (for an off-cycle drop).

A Customer may terminate service from a RES by contacting the Company's call center. A drop request from a Customer must be received and processed by the Company at least seven but no more than 45 calendar days before the requested termination date. A Mass Market account may only be dropped on-cycle.

An MSP may terminate its provision of Metering Services on behalf of its Customer by the submittal of a drop DASR. The termination shall become effective on the next available meter exchange date as established by the Company. If an MSP terminates service to an account and the account has no alternative source of Metering Services, the Company shall provide Metering Services to the account pursuant to this Schedule. A Customer may decide to terminate and shutoff all electric services to an account receiving Metering Services from an MSP. When a Customer terminates electric service for an eligible account, the MSP shall remove the meter, secure the location, and report all data. A Customer account receiving Metering Services from an MSP may have its electric services terminated by the Company for non-payment of utility services. Company will immediately notify the MSP of the termination date. The Company will disconnect service, secure the location, and report the visual meter data. The MSP will remain as the provider of Metering Services unless it submits a drop DASR. If the Customer's account is not reconnected and is closed by the Company, the MSP will be notified by the Company. Only the Company may reconnect service once an account has been closed for non-payment.

SUPPLIER TERMS AND CONDITIONS

D. Termination of Service to a RES or MSP

Service to a Supplier under this Schedule may be terminated if the Supplier does not comply with the provisions of applicable rates, riders, and the Company's Terms and Conditions or fails to pay any charges due to the Company; or if service under the Transmission Provider's FERC-approved tariffs related to Transmission Service is terminated. Service to a Supplier may also be terminated if the supplier's Certificate of Service Authority is revoked by the Commission.

12. DISPUTE RESOLUTION

The Company shall give its Suppliers under these Terms and Conditions an opportunity to voluntarily address disputes in a manner described in Commission rules.

13. MISCELLANEOUS GENERAL PROVISIONS

A. Headings

The headings in this Tariff are for convenience only and shall not be construed to be a part of, or otherwise to affect, this tariff.

B. Confidential Data – Non-disclosure

- (1) The Company may not disclose any confidential information required to be submitted to it by the Supplier under this Schedule without the prior written consent of the Supplier. As used herein, the term "confidential information" shall include, but not be limited to, all business, financial and commercial information pertaining to the Supplier, its Customers, its suppliers, its personnel, any trade secrets or other similar information that is marked proprietary or confidential with the Supplier's name. "Confidential information" shall not include information known to the Company prior to obtaining the same from the Supplier, information in the public domain, or information obtained by the Company from a third party. The Company shall use the same standard of care that it uses to preserve its own confidential information.

SUPPLIER TERMS AND CONDITIONS

- (2) Notwithstanding the above paragraph, confidential information may be disclosed to any governmental, judicial or regulatory authority requiring such confidential information pursuant to any applicable law, regulation, ruling or order, provided that prior to such disclosure the Supplier is given prompt notice of the disclosure requirement so that it can take whatever action it deems appropriate to protect the confidentiality of the information. The Company shall cooperate with the Supplier to obtain disclosure of the confidential information so that it will receive confidential treatment by such governmental, judicial or regulatory authority.

C. Commission Jurisdiction

The Commission shall have jurisdiction in accordance with the provisions of Article X of the Act to entertain and dispose of any complaint against any Supplier alleging (1) that the Supplier has violated or is in nonconformance with any applicable provisions of Section 16-115 through Section 16-115A; (2) that the Supplier has violated or is in nonconformance with this Supplier Terms and Conditions or any of its agreements relating to Electric Service; or (3) that the Supplier has violated or failed to comply with the requirements of Sections 8-201 through 8-207, 8-301, 8-505, or 8-507 of the Act as made applicable to Supplier.

D. Liability

The Company will use reasonable diligence in furnishing uninterrupted and regular Electric Service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro rata reduction of the monthly charges.

SUPPLIER TERMS AND CONDITIONS

The Company does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the Customer may sustain by reason of any failure or interruption of service, increase or decrease in energy voltage or change in character of energy, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall the Company be liable for any loss by Customer of production, revenues or profits or for any consequential damages whatsoever on account of any failure or interruption of service or increase or decrease in energy voltage or change in character of energy; nor shall the Company be liable for damages that may be incurred by the use of electrical appliances or the presence of the Company's property on the Customer's Premises. Company is not responsible for or liable damage to Customer's motor or any other equipment or property caused by conditions not due to negligence of Company. Customer is required to provide suitable protection so that a motor and other equipment or property to which it is connected will be protected in case of overload, loss of voltage, low voltage, loss of phase (single phase or three phase motors), and re-establishment of normal service after any of the above conditions. The Company shall not be responsible or liable for any losses suffered due to the termination of service. The Company shall not be responsible or liable for the failure of any other party to perform. Further, the Company is not liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's agent or other parties in connection with soliciting the Customer for third party supply or Delivery Service or performing any of the agent's functions in rendering third party supply or Delivery Service. In no event shall a Customer's agent be considered an agent on behalf of the Company.

The Company shall not be responsible nor liable for electric energy from and after the point at which it first passes to the wires or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless Company from all claims for injury or damage to Persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all electrical energy used on the Premises until notice of termination of service is received by the Company and Company or MSP shall have taken the final meter readings.

SUPPLIER TERMS AND CONDITIONS

The Company will not be responsible for damages for any failure, interruption or reversal of the supply of electrical energy, increase or decrease in energy voltage, or change in character of energy from three phase to single phase, except when caused by fault on its part.

The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's Rates for Electric Service or other agreements, or any other applicable rule, regulation, order or tariff.

E. Supplier Indemnification of Company

The Supplier 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 Supplier's delivery or non-delivery of power and energy/and or Metering Services to its Customers, including but not limited to any such claims and actions relating to the Company's disconnection of service for the Supplier's failure to deliver energy services.

F. Release of Customer Information to RES

(1) Customer Specific Information.

A Customer or a RES may request Customer specific information that includes energy usage for the last 24 billing periods. The Company will provide the usage history upon receipt of a valid request for such information. Requests can be made via EDI, by contacting the Company call centers or on the Company's web site, www.ameren.com. The preferred method for requesting Customer specific information is via www.ameren.com.

SUPPLIER TERMS AND CONDITIONS

(2) Ongoing Usage Information.

For each billing month that a Customer is enrolled with a RES, the Company will provide to the RES the monthly usage data for each Customer account. In the event that the Customer has designated an MSP for its metering services, the Company shall provide the monthly usage data after the Company has received such data from the MSP. The Company will send monthly consumption data and interval data via EDI or e-mail.

(3) Customer Specific Billing Information.

The Company will not release to the Supplier billed amounts in dollars or credit or payment history, except as noted below, where specific written authorization to release this information has been received from the Customer and presented to the Company. A Supplier, who has a signed authorization from the Customer and is acting as an authorized agent of the Customer, may request Customer specific billing and usage information. A signed standard LOA is not sufficient authorization for release of this billing and usage information. After the request has been validated, a historical billing and usage report will be provided to the Customer's billing address or to the address specified by the agent. Interval data will be sent via e-mail.

(4) No Release of Information.

No Supplier or other Person who has obtained Customer information provided by the Company shall release Customer information to any Person other than the Customer, except as provided in Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2HH).

SUPPLIER TERMS AND CONDITIONS

(5) Customer Information Center.

The Company will maintain and make available to Customers a list of Suppliers that have been certified by the Illinois Commerce Commission and registered with the Company. The Company will maintain a Customer call center where Customers can reach a representative and receive current information. The Company will periodically notify Customers on how to reach the call center.

A list of Suppliers certified by the Illinois Commerce Commission and registered with the Company will also be maintained on the Company's website, www.ameren.com.

(6) Meter Attribute Information.

With specific Customer approval, the Company will provide certain information on the Customer's Company-owned meter(s) to certified MSPs. Such information will include the number of meter(s), voltage and other pertinent information.

(7) Nondiscriminatory Provision of Information.

In providing information to the Customer and the Supplier, the Company shall comply with the Illinois Commerce Commission's Order in Docket Nos. 98-0147 & 0148.

G. Alternative Compliance Payments

A RES that complies with the renewable energy portfolio standards by making an alternative compliance payment (ACP) pursuant to 220 ILCS 5/16-115D shall begin making such payments to the Company applicable to the delivery year ending May 31, 2017, and continuing for the delivery years ending May 31, 2018, and May 31, 2019, respectively. All alternative compliance payments made after May 31, 2016, shall be remitted to the Company and used to purchase renewable energy resources, in accordance with Section 1-75(c) of the IPA Act. The dollar amount of alternative compliance payments shall be calculated using the applicable alternative compliance payment rates approved by the Commission. The remittance of such alternative compliance payments by a RES must be made in accordance with Company specifications.

SUPPLIER TERMS AND CONDITIONS

No later than September 1 in each year 2017 through 2019, the Company shall submit a report to the ICC and the IPA that identifies meter usage data for each RES.

No later than September 30 in each year 2017 through 2019, the Company shall submit a report to the ICC and the IPA that identifies each RES that remitted an ACP to the Company, including the compliance year of payment, amount, and date of the ACP payment.

H. Alternative Retail Electric Supplier (ARES) Supplied Renewable Energy Credits

No later than July 15 in each delivery year X, each ARES that meets the requirements of items (i) through (iii) in subsection 1-75(c)(1)(H) of the IPA Act must provide the Company with the quantity of RECs supplied by such ARES pursuant to subsection 1-75(c)(1)(H) in delivery year X-1.

No later than September 1 in each delivery year, the Company must provide each ARES that meets the requirements of items (i) through (iii) in subsection 1-75(c)(1)(H) of the IPA Act with a credit provided to each ARES in an amount, in dollars, determined by the Company by multiplying (a) the otherwise applicable RE Adjustment determined in accordance with the provisions of the Determination of the Renewable Energy Adjustment section of Rider REA – Renewable Energy Adjustment (Rider REA) multiplied by (b) the total ARES customer usage for delivery year X and multiplying (c) the quotient of (d) the quantity of RECs supplied by such ARES divided by (e) such ARES's target REC quantity. The total ARES customer usage for delivery year X must be the meter usage data for such ARES. The Company must electronically provide the total credit to each ARES that meets the requirements of items (i) through (iii) in subsection 1-75(c)(1)(H) of the IPA Act by September 1 in delivery year X+1.

Such ARES customers' supply charges and any adjustments to supply charges must account for the value of the RECs supplied by an ARES that meets the requirements of items (i) through (iii) in subsection 1-75(c)(1)(H) of the IPA Act such that the otherwise applicable RE Adjustment is the maximum such ARES customer would pay on a kilowatt-hour basis for the applicable renewable portfolio standard.