

KCP&L Greater Missouri Operations Company

Renewables Direct Participation Agreement

This Renewables Direct Participation Agreement (the "Agreement") is entered into on this 14th day of May, 2019 between KCP&L Greater Missouri Operations Company (the "Company") and the **City of Kansas City, Missouri** (the "Customer") for electric energy to be purchased from the first renewable energy resource ("Resource 1") under the Company's Renewable Energy Rider Tariff (the "RER Tariff").

Recitals

WHEREAS, the Customer desires to purchase, and the Company desires to provide, electric energy that is generated by Resource 1; and

WHEREAS, the Customer expects that the Customer will, during the term of this Agreement, have either (a) an annual average monthly peak demand greater than 200 kW or (b) an aggregated annual average monthly peak demand of 2.5 MW with an average per account of 200 kW; and

WHEREAS, the Customer acknowledges and understands that participation in this Agreement is a voluntary choice by the Customer and is governed by the RER Tariff as approved by, and as may be changed from time to time by, the Missouri Public Service Commission (the "MPSC").

Agreement

The Customer and the Company agree:

1. RER Tariff Subscription

- a. The Customer agrees to offset its traditional electric energy usage by the Customer's Subscription Share ("SS") from Resource 1 which the Customer agrees shall be based upon the Customer's Subscription Increment ("SI") of **100%** (1-100% of annual qualifying usage) and a corresponding Subscription Level ("SL") of **18.27 MW** as outlined in the RER Tariff.
- b. Subject to the terms and conditions set forth in this Agreement and the RER Tariff, the Company hereby grants the Customer a subscription to the electric energy output proportionate to the above MW share for the applicable term identified herein.
- c. The Customer agrees to the following payment terms:
 - i. Customer will receive a Renewable Adjustment ("RA"), as defined in the RER Tariff, in the form of an additional charge or credit to their standard bill based upon the sale of the metered output of Resource 1 into the wholesale market and the Customer's agreement to the Subscription Charge (the "SC") set forth below. The RA may be applied to the Customer's bill up to 60 days later than the wholesale market transactions to allow for settlement and data processing.
 - ii. Customer will agree to a SC, which is the delivered price per MWh of the Resource plus the Company Administration Charge of \$0.10/MWh for twenty-year Participation Agreements. For all other Participation Agreements, the Company Administration Charge will be \$0.30/MWh. The SC shall not exceed \$18.10/MWh

(for twenty-year Participation Agreements) or \$18.30/MWh (for all other Participation Agreements) for the term of this Agreement unless ordered otherwise by the MPSC. If the MPSC increases the SC, the Company will notify the Customer in writing as soon as reasonably possible. In the event the MPSC increases the SC, the Customer shall be permitted to terminate this Agreement without penalty or cost to the Customer by providing written notice of such termination to the Company no later than 30 days after notification of such increase. The Customer will also be billed the RA, as described in paragraph 1.c.i. of this Agreement.

- iii. As a result of any resettlement in the wholesale marketplace and the corresponding revenue change associated with Resource 1, the Company may adjust future Customer RAs to reflect additional credits or costs associated with marketplace resettlement.
 - iv. All charges, adjustments and surcharges, except the RA, will be billed at the standard rates applicable to the Customer's rate class.
 - v. Should the Customer choose to aggregate accounts, information pertaining to all accounts will be provided in Appendix A.
 - 1. The Company may elect to bill the accounts listed in Appendix A starting with the account that has the highest energy usage and working through the account with the lowest energy usage.
 - 2. Alternatively, the Company may elect to process the RA under this Agreement separately from the Customer's standard billing associated with their service.
 - d. The Company will not be held responsible for unforeseen or force majeure events that impact Resource 1's electric energy generation.
2. The term of this agreement shall be selected from either paragraph 2.a. or 2.b. below:
- a. The agreed-upon term is (select only one):
 - i. Five (5) years _____
 - ii. Ten (10) years _____
 - iii. Fifteen (15) years _____
 - iv. **Twenty (20) years** **X**
 - b. The agreed-upon term of _____, which is the term remaining on the power purchase agreement (the "PPA") through which the Company obtained Resource 1.
3. Additional Terms and Conditions
- a. Service hereunder is subject to the Company's RER Tariff and Rules and Regulations as approved, and as may be changed from time to time, by the MPSC.
 - b. The Customer understands that if the minimum program enrollment level is not met, as outlined in the RER Tariff, then Resource 1 will not be procured, and this Agreement will be void.
 - c. The Customer shall have the option to terminate this Agreement should the final SC be higher than stated in Section 1.c.ii by providing written notice within 90 days of being notified of the finalized SC.
 - d. The Customer also understands that the SC under this Agreement is based upon the procurement of Resource 1 and may be different than other SC established for future resources.

- e. The Customer being served or having been served under this Agreement waives all rights to any billing adjustments arising from a claim that the Customer's service would be or would have been at a lower cost had it not participated in the Agreement.
- f. The Customer may maintain participation in this program when relocating facilities or service within the Company's Missouri service territory as described within the RER Tariff.
- g. At the Customer's request and cost, the Company will transfer the Renewable Energy Credits (the "RECs") associated with the Customer's subscription on an annual basis. Should the Customer not make a request for transfer, the Company will retire the associated RECs on the Customer's behalf annually to a nationally recognized renewable energy tracking system and provide a statement to the Customer stating the volume of RECs retired on Customer's behalf at no additional cost to Customer.
- h. If the Customer ceases all operations within the Company's Missouri service territory during the term of this Agreement, this Agreement will terminate upon final billing.
- i. If the Customer requests termination of this Agreement, or defaults on the Agreement, before the expiration of the term of the Agreement, the Customer shall pay the Company any associated costs and administration associated with termination as provided in the RER Tariff.
- j. If the Customer is a municipality subject to Article 26 of the Missouri Constitution, then any financial obligation imposed on the Customer by this Agreement shall be subject to the appropriation of funds by the governing body of such municipality for such purposes. In the event that sufficient funds are not appropriated by the governing body of such municipality, then this Agreement shall terminate.

Customer: CITY OF KANSAS CITY, MO
Representative/Title: TROY M. SCHULTE / CITY MANAGER
Signed: Troy M. Schulte
Date: 5-14-19

Kansas City Power and Light Company

Representative/Title: Chuck Caissley, Sr. VP. Marketing & Public Affairs
Signed: CA Caissley
Date: 4/24/19

APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney

Appendix A
[TO BE INSERTED BY COMPANY]