

As of October 26, 2009 AmerenUE’s Business Energy Efficiency program is offering the following standard incentives for Lighting equipment upgrades. It’s easy to take advantage of these incentives:

1. You must be a non-residential **electric** customer of AmerenUE in Missouri to be eligible;
2. Contact your installation contractor or equipment vendor to discuss energy efficient equipment options. If you do not have a contractor or vendor in mind, please visit our website for a list of approved Program Trade Allies;
3. Projects with an anticipated incentive over \$10,000 require pre-approval. Please contact us toll-free at 866-941-7299 to discuss your project prior to equipment purchase or installation;
4. Submit a Standard Application with all supporting documentation (project invoices and equipment spec/cut sheets);
5. Receive your incentive check.

| <b>Lighting Category</b>  | <b>Efficient Equipment (to be installed)</b>  | <b>Existing Equipment (to replace/retrofit)</b>                                 | <b>Incentive</b> |
|---------------------------|---|---|------------------|
| Compact Fluorescent (CFL) | New pin based CFL fixture <= 45 watts   | Replace <= 100 watt incandescent bulb or 250 watt dimmable T3 halogen torchiere | \$10.00          |
|                           | New pin based CFL fixture > 45 watts  | Replace > 100 watt incandescent bulb or 300 watt dimmable T3 halogen torchiere  | \$15.00          |
|                           | GU-24 pin based “twist & lock” CFL with non-removable screw-in adapter < 30 watts                                   | Replace <= 100 watt incandescent bulb   | \$5.00           |
|                           | GU-24 pin based “twist & lock” CFL with non-removable screw-in adapter >= 30 watts                                  | Replace > 100 watt incandescent bulb  | \$8.00           |
| T8                        | Relamp & Reballast or New Fixture & Ballast: (Equivalent length of T8 Lamps must be installed to replace T12 Lamps) | Replace up to 6’ of T12 lamp per fixture  | \$6.00           |
|                           |   | Replace 8’ to 12’ of T12 lamp per fixture                                       | \$9.00           |
|                           |   | Replace 16’ of T12 lamp per fixture   | \$12.00          |
| Exit Signs                | LED or Electroluminescent   | Replace CF 18W or >=30W Incandescent  | \$12.00          |
| Controls                  | Occupancy Sensors: Passive Infrared or Ultrasonic   | Uncontrolled lighting > 120 watts.  | \$35.00          |
|                           | Occupancy Sensors: Dual Technology - Passive Infrared with Ultrasonic   | Uncontrolled lighting > 150 watts.  | \$45.00          |
|                           | Daylight Dimming  | Uncontrolled lighting > 150 watts.  | \$30.00          |
|                           | Occupancy Sensors: Built-in to individual fixtures  | Uncontrolled lighting > 50 watts.   | \$15.00          |
| Delamping                 | Permanent Delamping/Relamping: (8’ 1Lamp T8 with electronic ballast, specular reflector)                            | Replace 8’ 2Lamp T12  | \$10.00          |
|                           | Permanent Delamping/Relamping: (4’ 2Lamp T8 with electronic ballast, specular reflector)                            | Replace 4’ 4Lamp T12  | \$15.00          |

**Additional Program Provisions:**

- Lighting incentives are offered for retrofit measures that result in a minimum 10% reduction in existing system usage.
- Screw-in CFLs are not eligible for incentives.

**Note: Energy efficient equipment not listed may still be eligible for custom incentives. Please contact us or visit our website for details.**

**Tax Credit Disclosure**

Has the Participant received either of the following tax credits for the site listed below? If the answer is Yes to either, the Site named herein is ineligible to participate in AmerenUE's Business Energy Efficiency Program per SB 376.

Low Income Housing Tax Credits pursuant to RSMo §§ 135.350 to 135.362  Yes  No  
 Historic Tax Credits pursuant to RSMo §§ 253.545 to 253.561  Yes  No

**Applicant Information**

|  |            |       |     |
|--|------------|-------|-----|
| Company Name <i>(as shown on your last tax return)</i> |            |       |     |
| Contact  | Title      | Email |     |
| Mailing Address  | City       | State | Zip |
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**Trade Ally Information (optional)**

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**Site Information**

|   |                        |                           |     |
|---|------------------------|---------------------------|-----|
| Site Address  | City                   | State                     | Zip |
| AmerenUE <b>Electric</b> Account Number(s) for building where equipment will be installed <i>(please attach additional sheets if needed)</i><br>_____ - _____ - _____   |                        |                           |     |
| Square Footage  | Number of Floors       | Year Built                |     |
| Annual Hours of Operation   | Water Heat Fuel Source | Building Heat Fuel Source |     |
| Building Type<br><input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Industrial <input type="checkbox"/> Faith-based <input type="checkbox"/> Grocery <input type="checkbox"/> Foodservice<br><input type="checkbox"/> Healthcare <input type="checkbox"/> Education <input type="checkbox"/> Warehouse <input type="checkbox"/> Lodging <input type="checkbox"/> Service <input type="checkbox"/> Other<br><input type="checkbox"/> Owner <input type="checkbox"/> Tenant |                        |                           |     |

**Application Submittal Requirements**

The following items are required for incentive payment processing.

Completed Application  
 Equipment Specification Sheets  
 Final project invoices (including equipment and labor costs)  
 Business Payee Tax Information complete for company receiving payment (Customer or Contractor) found on Page 4



## Terms and Conditions

1. **ELIGIBILITY:** AmerenUE will award cash incentives to Eligible Customers for the purchase and installation of Qualifying EEMs or to pre-approved Trade Allies for conducting pre-approved Technical Analysis Studies, subject to these Terms and Conditions. **a) "Qualifying EEMs"** include Standard Electric Efficiency Measures (EEMs) identified in official program materials, pre-approved Custom, New Construction, and Retro-commissioning Electric Efficiency Measures, and Technical Analysis Studies approved by AmerenUE. Energy efficient equipment or services purchased, contracted for, or work conducted prior to official program launch are not eligible for incentives under the AmerenUE programs. Technologies that purport to save energy through reduction of voltage or power conditioning are not eligible EEMs. EEMs that displace electrical energy use to another fuel (fuel switching) are not eligible. Unless explicitly pre-approved, EEMs must be new and covered by warranties. **b) "Eligible Customers"** are non-residential electric customers of AmerenUE. AmerenUE incentives are awarded only to Eligible Customers for equipment that is owned by them and installed in the AmerenUE service area at the location identified in this Application, and such Customers are ultimately responsible for compliance with these Terms and Conditions. **c)** EEMs must be purchased and installed between official program launch and September 30, 2011, eligible applications and supporting documentation making request for incentive payment must be postmarked no later than September 30, 2011.

2. **OWNERSHIP OF CAPACITY AND/OR ENVIRONMENTAL CREDITS:** **a)** EEMs purchased and installed in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions. **b)** Notwithstanding the above, AmerenUE holds sole rights to any electric system capacity credits and environmental credits that may be associated with EEMs for which incentives were received, and AmerenUE can dispose of these credits in any manner authorized by law or regulation. **c)** In no event shall activity associated with any energy or environmental credits noted in Section 2(b) result in interference with the Customer's sole discretion to operate EEMs as approved in his/her incentive award.

3. **PRE-INSTALLATION ANALYSIS, APPROVAL AND SURVEY:** **a)** For all Standard Incentive Applications above \$10,000 of incentive value, and for all Custom, New Construction and Retro-commissioning Incentive Applications, AmerenUE requires the Customer to secure pre-approval and complete a pre-installation facility survey conducted by AmerenUE field staff, unless AmerenUE has provided written authorization to waive this requirement for a specific project, to receive an incentive award. **b)** AmerenUE will independently review the Incentive Application and analysis to verify the energy savings and demand reduction potential, and the project, measure and installation cost estimates. AmerenUE reserves the right to reject or modify any estimates or calculations, based on its analysis. **c)** AmerenUE has complete discretion to approve or disapprove of any proposed EEMs. AmerenUE will only approve Incentive Applications for EEMs that AmerenUE believes have reliable and cost-effective energy savings potential in the proposed use and site. **d)** Projects that require pre-installation approval must not purchase equipment or start work prior to receipt of the approval notification from AmerenUE.

4. **PRE-INSTALLATION APPROVAL:** After an Application is approved, the Customer will receive notification of a maximum pre-approved incentive amount. AmerenUE will not pay incentives for any EEMs installed prior to the date of the Pre-Installation Approval.

5. **POST-INSTALLATION VERIFICATION:** AmerenUE is not obligated to pay any pre-approved incentive awards until it has performed a satisfactory post-installation verification, unless it has explicitly waived this requirement. If AmerenUE determines that EEMs were not installed in a manner consistent with the approved application, or if unapproved EEMs were installed, or if the installation was not consistent with generally accepted engineering practices, it may require changes before making payment. Also, AmerenUE will not make payment until it verifies that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training. AmerenUE also reserves the right to inspect installations at facilities which were the recipients of incentives that were not pre-approved and seek recovery of incentives paid if Qualifying EEMs cannot be located or are not installed in a manner consistent with the provisions of these Terms and Conditions.

6. **INDEPENDENT TESTING:** AmerenUE reserves the right to deny incentives for any EEMs or equipment that have not been favorably assessed or approved by recognized, independent public authorities, such as the Underwriter's Laboratory (UL), Intertek ETL, American Refrigeration Institute (ARI). AmerenUE may, at its discretion, require the Customer to undertake, at their own expense, testing of a proposed EEM that does not carry the Listing Mark by UL, or an equivalent independent testing facility approved in advance by AmerenUE.

7. **INCENTIVE AMOUNTS:** **a)** The maximum incentive is \$250,000 per site per program year and \$500,000 per customer per program year combined for all Incentives. AmerenUE reserves the right to consider and offer incentive amounts exceeding these general limits for projects that have exceptional value in meeting the savings goals of the programs. For Custom and New Construction Incentives, incentive payments will not exceed 50% of the overall EEM costs. For Retro-commissioning Incentives, incentive payments will not exceed 100% of the documented implementation costs. **b)** AmerenUE reserves the right to adjust and/or negotiate the incentive amount, based upon its independent assessment of appropriate savings or cost estimates. **c)** Once an incentive is pre-approved, AmerenUE will pay no more than the approved fraction of the overall cost to the Customer for purchasing the EEM, or the pre-approved incentive amount, whichever is less. AmerenUE has the right to lower the incentive amount if the quantity and/or cost of EEMs actually installed by the Customer differ from the pre-approved amounts. AmerenUE has the right to seek a refund for incentives paid if, at any time, it learns that the EEMs were not actually and properly installed or were subsequently disconnected within 36 months after installation.

8. **EEM COSTS:** The Customer must provide copies of all invoices or other reasonable documentation that verify the costs of purchasing and installing the EEMs, including all materials, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all EEMs purchased for installation under this Application.

9. **SCHEDULE FOR INCENTIVE PAYMENTS:** **a)** AmerenUE expects to pay all incentives within 45 days after project completion. Project completion requires: (1) submission to AmerenUE of all documentation; (2) completed installation of the approved EEMs; and (3) AmerenUE acceptance of (1) and (2) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions. **b)** AmerenUE reserves the right to apply cash incentives to any of the Customer's unpaid or overdue accounts.

10. **MONITORING AND EVALUATION FOLLOW-UP VISITS:** AmerenUE reserves the right to make follow-up visits to Customer's facility during the 36 months following the actual completion date of the project at a time convenient to the Customer, and with at least one-week advance notice. The purpose of the visit(s) is to review the operation of the EEMs for program evaluation purposes, including monitoring their energy performance. The scope of review is limited to determining whether program conditions have been met. The Customer must allow access to the EEMs and related project documentation.

11. **CHANGES IN/CANCELLATION OF THE PROGRAM:** **a)** AmerenUE may change the program requirements, incentives, or Terms & Conditions at any time without notice, including suspending acceptance of applications or terminating the program. AmerenUE is not obligated to approve any submitted application that may result in AmerenUE exceeding its program budget. **b)** In the event of program change, pre-approved applications will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by AmerenUE. **c)** Submission of a completed application does not entitle the Customer to program participation. **d)** Cash incentives under the AmerenUE programs are offered on a first-come, first-served basis and are subject to project and Customer eligibility, and the availability of funds.

12. **PUBLICITY OF CUSTOMER PARTICIPATION:** AmerenUE may wish to publicize information relating to the Customer's participation in the program, including such data as: projected project energy savings, the incentive amount, before and after pictures, and other information that does not compromise reasonable Customer expectations of confidentiality of proprietary or competitive information. In such instances, AmerenUE will obtain Customer permission to make such information public.

13. **INSTALLATION SCHEDULE REQUIREMENTS:** **a)** If the Customer has (1) not engaged in installation of the approved project, and (2) has not applied to AmerenUE for a project extension within one year from the date AmerenUE pre-approves the project, AmerenUE may cancel this Application without liability. **b)** A Customer who fails to advise AmerenUE that a project is complete, or who fails to provide required post-installation documentation as described elsewhere in these Terms and Conditions, within 90 days of project installation may be denied incentive payment.

14. **LIMITATION OF LIABILITY AND INDEMNIFICATION:** **a)** AmerenUE liability under this Application will be limited to paying the incentive amounts specified in this Application. AmerenUE and any of its affiliates or contractors shall not be liable to the Customer for any special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Application. By participating in the AmerenUE program, Customer agrees to waive any claims and fully releases AmerenUE from any damages, of any kind. **b)** The Customer shall

protect, indemnify, and hold harmless AmerenUE and its representatives from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against AmerenUE or its representatives arising out of or relating to the performance of this Application.

15. **NO WARRANTIES:** **a)** AMERENUE OR ITS REPRESENTATIVES DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER OR PRODUCT, AND IT PROVIDES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PRODUCT OR SERVICES. AMERENUE IS NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR (IF ANY). THE CUSTOMER'S RELIANCE ON WARRANTIES IS LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY CONTRACTORS, VENDORS, ETC. **b)** NEITHER AMERENUE NOR ITS REPRESENTATIVES ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE EEMS IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, CODES, OR INDUSTRY STANDARDS. AMERENUE DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE EEMS OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.

16. **PAYEE MUST PAY ALL TAXES:** Incentives received by the Payee under this Application may be taxable by the federal, state, and local government. The Payee is responsible for declaring and paying all such taxes.

17. **VENDOR SELECTION:** The Customer may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for pre-approval by AmerenUE. However, AmerenUE has the right to prohibit specific vendors or contractors from program participation, in its sole discretion.

18. **REMOVAL OF EQUIPMENT:** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the EEMs in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment anywhere in Missouri, or transfer it to any other party for installation in Missouri.

19. **MISCELLANEOUS:** **a)** The entire agreement between the Customer and AmerenUE is composed of all applicable program forms, supporting documentation, and these Terms and Conditions. **b)** Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions. **c)** The Customer acknowledges that the only individuals authorized to bind AmerenUE under the AmerenUE program are AmerenUE staff and authorized agents of AmerenUE. **d)** If either AmerenUE or the Customer desires to modify these Terms and Conditions, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought. **e)** If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. **f)** If a dispute arises out of, or relates to this Application, or the breach thereof, and if the dispute cannot be settled through negotiation, AmerenUE and the Customer agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within a period of 10 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Resolution of disputes concerning these Terms and Conditions, or any other requirement of this Application or condition of incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the State of Missouri. **g)** AMERENUE AND CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS APPLICATION OR THE TRANSACTIONS CONTEMPLATED BY THIS APPLICATION. **h)** Customer shall not assign any rights it may have under this Application without the prior written consent of AmerenUE, except for the optional assignment of cash incentives as provided for in the Application. Any assignment in violation hereof shall be deemed null and void.

**Agreement and Signature**

I have read, understand and agree to the Terms and Conditions listed on page 3 of this application. I am authorized to sign on behalf of the Customer listed above and represent that all information provided within is true and correct.

|  |       |      |
|--|-------|------|
| Authorized Representative (please print) | Title | Date |
| Signature                                |       |      |

We encourage electronic submission. A typewritten or facsimile signature is acceptable and will have the same force and effect as an original signature.

**Payment Release Information**

Complete this section **ONLY** if payment is going to someone **other than the AmerenUE customer** of record on page one. I am authorizing this payment of my incentive to the third party ("Payee") named below and I understand that I will not be receiving the incentive check from AmerenUE. I also understand that my release of the payment to the third party does not exempt me from the incentive requirements outlined in this application.

|                           |         |              |
|---------------------------|---------|--------------|
| Company                   | Contact | Telephone    |
| Mailing Address           | City    | State<br>Zip |
| Customer (please print)   | Title   |              |
| Signature                 | Date    |              |
| Contractor (please print) | Title   |              |
| Signature                 | Date    |              |

We encourage electronic submission. A typewritten or facsimile signature is acceptable and will have the same force and effect as an original signature.

**Business Payee Tax Information**

This section should be completed by the company receiving the incentive payment.

|  |                                      |   |
|--|--------------------------------------|---|
| Tax Status   |                                      |   |
| <input type="checkbox"/> Corporation   | <input type="checkbox"/> Partnership | <input type="checkbox"/> Individual/Sole Proprietor |
| <input type="checkbox"/> Exempt (Tax exempt/non-profit)<br>*must provide documentation |                                      |   |
| Tax Identification Number  | EIN<br>____ - ____ - _____           | Social Security Number<br>____ - ____ - _____       |

*Tax Liability: Incentives are taxable if greater than \$600 for business customers, and will be reported to the IRS unless you are exempt. AmerenUE will report your incentives as income to you on the IRS Form 1099 unless you have checked "Corporation or "Exempt" tax status above. You are urged to consult your tax advisor concerning the taxability of incentives. AmerenUE is not responsible for any taxes that may be imposed on your business as a result of receipt of this incentive.*

**Tax Credit Disclosure**

Has the Participant received either of the following tax credits for the site listed below? If the answer is Yes to either, the Site named herein is ineligible to participate in AmerenUE's Business Energy Efficiency Program per SB 376.

Low Income Housing Tax Credits pursuant to RSMo §§ 135.350 to 135.362  Yes  No  
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**Applicant Information**

|  |            |       |     |
|--|------------|-------|-----|
| Company Name <i>(as shown on your last tax return)</i> |            |       |     |
| Contact  | Title      | Email |     |
| Mailing Address  | City       | State | Zip |
| Office Phone   | Cell Phone | Fax   |     |

**Trade Ally Information (optional)**

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**Site Information**

|   |                        |                           |     |
|---|------------------------|---------------------------|-----|
| Site Address  | City                   | State                     | Zip |
| AmerenUE <b>Electric</b> Account Number(s) for building where equipment will be installed <i>(please attach additional sheets if needed)</i>  |                        |                           |     |
| Square Footage  | Number of Floors       | Year Built                |     |
| Annual Hours of Operation   | Water Heat Fuel Source | Building Heat Fuel Source |     |
| Building Type<br><input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Industrial <input type="checkbox"/> Faith-based <input type="checkbox"/> Grocery <input type="checkbox"/> Foodservice<br><input type="checkbox"/> Healthcare <input type="checkbox"/> Education <input type="checkbox"/> Warehouse <input type="checkbox"/> Lodging <input type="checkbox"/> Service <input type="checkbox"/> Other<br><input type="checkbox"/> Owner <input type="checkbox"/> Tenant |                        |                           |     |

**Project Information**

|  |                                |
|--|--------------------------------|
| What systems are you interested in? <i>(please check all that apply)</i><br><input type="checkbox"/> HVAC – boiler, heat pumps <input type="checkbox"/> Lighting <input type="checkbox"/> Water heating<br><input type="checkbox"/> HVAC – controls <input type="checkbox"/> Lighting controls <input type="checkbox"/> Motors<br><input type="checkbox"/> Building Envelope (insulation) <input type="checkbox"/> VFDs <input type="checkbox"/> Building Controls<br><input type="checkbox"/> Industrial Process <input type="checkbox"/> Refrigeration <input type="checkbox"/> Compressed Air<br><input type="checkbox"/> Other <i>(please specify)</i> | Estimated Project Budget<br>\$ |
| Please provide any additional information related to your potential energy efficiency project:   |                                |

**Agreement and Signature**

|  |       |      |
|--|-------|------|
| I have read, understand and agree to the Terms and Conditions listed on page 3 of this application. I am authorized to sign on behalf of the Customer listed above and represent that all information provided within is true and correct. |       |      |
| Authorized Representative <i>(please print)</i>  | Title | Date |
| Signature  |       |      |

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6. **INDEPENDENT TESTING:** AmerenUE reserves the right to deny incentives for any EEMs or equipment that have not been favorably assessed or approved by recognized, independent public authorities, such as the Underwriter's Laboratory (UL), Intertek ETL, American Refrigeration Institute (ARI). AmerenUE may, at its discretion, require the Customer to undertake, at their own expense, testing of a proposed EEM that does not carry the Listing Mark by UL, or an equivalent independent testing facility approved in advance by AmerenUE.

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8. **EEM COSTS:** The Customer must provide copies of all invoices or other reasonable documentation that verify the costs of purchasing and installing the EEMs, including all materials, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all EEMs purchased for installation under this Application.

9. **SCHEDULE FOR INCENTIVE PAYMENTS:** a) AmerenUE expects to pay all incentives within 45 days after project completion. Project completion requires: (1) submission to AmerenUE of all documentation; (2) completed installation of the approved EEMs; and (3) AmerenUE acceptance of (1) and (2) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions. b) AmerenUE reserves the right to apply cash incentives to any of the Customer's unpaid or overdue accounts.

10. **MONITORING AND EVALUATION FOLLOW-UP VISITS:** AmerenUE reserves the right to make follow-up visits to Customer's facility during the 36 months following the actual completion date of the project at a time convenient to the Customer, and with at least one-week advance notice. The purpose of the visit(s) is to review the operation of the EEMs for program evaluation purposes, including monitoring their energy performance. The scope of review is limited to determining whether program conditions have been met. The Customer must allow access to the EEMs and related project documentation.

11. **CHANGES IN/CANCELLATION OF THE PROGRAM:** a) AmerenUE may change the program requirements, incentives, or Terms & Conditions at any time without notice, including suspending acceptance of applications or terminating the program. AmerenUE is not obligated to approve any submitted application that may result in AmerenUE exceeding its program budget. b) In the event of program change, pre-approved applications will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by AmerenUE. c) Submission of a completed application does not entitle the Customer to program participation. d) Cash incentives under the AmerenUE programs are offered on a first-come, first-served basis and are subject to project and Customer eligibility, and the availability of funds.

12. **PUBLICITY OF CUSTOMER PARTICIPATION:** AmerenUE may wish to publicize information relating to the Customer's participation in the program, including such data as: projected project energy savings, the incentive amount, before and after pictures, and other information that does not compromise reasonable Customer expectations of confidentiality of proprietary or competitive information. In such instances, AmerenUE will obtain Customer permission to make such information public.

13. **INSTALLATION SCHEDULE REQUIREMENTS:** a) If the Customer has (1) not engaged in installation of the approved project, and (2) has not applied to AmerenUE for a project extension within one year from the date AmerenUE pre-approves the project, AmerenUE may cancel this Application without liability. b) A Customer who fails to advise AmerenUE that a project is complete, or who fails to provide required post-installation documentation as described elsewhere in these Terms and Conditions, within 90 days of project installation may be denied incentive payment.

14. **LIMITATION OF LIABILITY AND INDEMNIFICATION:** a) AmerenUE liability under this Application will be limited to paying the incentive amounts specified in this Application. AmerenUE and any of its affiliates or contractors shall not be liable to the Customer for any special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Application. By participating in the AmerenUE program, Customer agrees to waive any claims and fully releases AmerenUE from any damages, of any kind. b) The Customer shall

protect, indemnify, and hold harmless AmerenUE and its representatives from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against AmerenUE or its representatives arising out of or relating to the performance of this Application.

15. **NO WARRANTIES:** a) AMERENUE OR ITS REPRESENTATIVES DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER OR PRODUCT, AND IT PROVIDES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PRODUCT OR SERVICES. AMERENUE IS NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR (IF ANY). THE CUSTOMER'S RELIANCE ON WARRANTIES IS LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY CONTRACTORS, VENDORS, ETC. b) NEITHER AMERENUE NOR ITS REPRESENTATIVES ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE EEMS IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, CODES, OR INDUSTRY STANDARDS. AMERENUE DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE EEMS OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.

16. **PAYEE MUST PAY ALL TAXES:** Incentives received by the Payee under this Application may be taxable by the federal, state, and local government. The Payee is responsible for declaring and paying all such taxes.

17. **VENDOR SELECTION:** The Customer may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for pre-approval by AmerenUE. However, AmerenUE has the right to prohibit specific vendors or contractors from program participation, in its sole discretion.

18. **REMOVAL OF EQUIPMENT:** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the EEMs in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment anywhere in Missouri, or transfer it to any other party for installation in Missouri.

19. **MISCELLANEOUS:** a) The entire agreement between the Customer and AmerenUE is composed of all applicable program forms, supporting documentation, and these Terms and Conditions. b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions. c) The Customer acknowledges that the only individuals authorized to bind AmerenUE under the AmerenUE program are AmerenUE staff and authorized agents of AmerenUE. d) If either AmerenUE or the Customer desires to modify these Terms and Conditions, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought. e) If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. f) If a dispute arises out of, or relates to this Application, or the breach thereof, and if the dispute cannot be settled through negotiation, AmerenUE and the Customer agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within a period of 10 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Resolution of disputes concerning these Terms and Conditions, or any other requirement of this Application or condition of incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the State of Missouri. g) AMERENUE AND CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS APPLICATION OR THE TRANSACTIONS CONTEMPLATED BY THIS APPLICATION. h) Customer shall not assign any rights it may have under this Application without the prior written consent of AmerenUE, except for the optional assignment of cash incentives as provided for in the Application. Any assignment in violation hereof shall be deemed null and void.