

**Westar Energy, Inc.**

**Direct Renewable Participation Service Agreement**

This Direct Renewable Participation Service Agreement (the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Westar Energy, Inc. (the "Company") and \_\_\_\_\_ ("Customer") for renewable energy to be purchased under the Company's Direct Renewable Participation Service tariff (the "DRPS Tariff").

**Recitals**

WHEREAS the Customer agrees to purchase the pro rata share of the renewable energy generated from \_\_\_\_\_ kilowatt (kW) of the Company's 300,000 kW Soldier Creek Wind Farm resource ("Resource"); and

WHEREAS the Customer agrees to purchase the renewable energy generated from Customer's pro rata share from the Resource for the lesser term of: (a) twenty (20) years, starting on the commercial operational date of the Resource, or (b) for the term that is equal to the Company's remaining term under its twenty (20) year purchase of renewable energy generated from the Resource, starting on the date of execution of this Agreement; and

WHEREAS the Customer has an average monthly peak demand of greater than 500 kW; and

WHEREAS the Customer recognizes that participation in this Agreement is voluntary and is governed by the DRPS Tariff as approved by the Kansas Corporation Commission ("KCC").

**Agreement**

The Customer and Company agree:

1. DRPS Subscription

- a. Subject to the terms and conditions set forth in this Agreement and the DRPS Tariff, the Company hereby grants the Customer a subscription to the electric energy output proportionate to the above kW share for the applicable term identified above.
- b. The Customer agrees to the following payment terms:
  - i. Substitution of the Retail Energy Cost Adjustment ("RECA") Surcharge with a fixed charge of \$0.018 per kWh generated by the Customer's pro rata share from the Resource and billed as the Renewable Participation Charge ("RPC").
  - ii. The amount of energy subscribed to above will be a pro rata share based upon a fixed kW amount in 500 kW increments up to 2,000 kW and with additional increments in 1,000 kW thereafter, which will be converted to a

pro rata share of the Resource. The Customer will receive no additional capacity credit for their subscription.

- iii. All charges, adjustments and surcharges, except the RECA, will be billed at the standard rates applicable to the customer's rate class.
  - iv. Customers will receive a forecasted RPC credit, based on the Resource's generating forecast, of their pro rata share's expected annual production spread evenly across each month of the year. The Customer's usage and corresponding RPC substitution of the RECA will be true-up at the end of the year with any additional RECA recovery billed to the customer. Any true-up will be applied to the first bill, occurring after January 15, of each calendar year. This bill may also reflect an RPC annual credit adjustment based on the Resource's year-prior actual generation.
  - v. Excess energy generated by the Customer's pro rata share from the Resource and unused by the Customer in calendar year will be credited to the Customer's bill at 80% of the RPC.
    - 1. At the Company's discretion, and due to unforeseen Customer circumstances, such as a force majeure event, the Company may allow for RPC credits not utilized in a particular calendar year to be applied to the next calendar year.
  - vi. Should the Customer choose to aggregate accounts, information pertaining to all accounts will be provided in Appendix A.
    - 1. The Company may elect to credit the accounts list in Appendix A starting with the account that has the highest energy usage and working through the smallest.
  - vii. Customers with recurring excess generation from this Agreement will have their contracted amount reduced to better match their usage at the Company's discretion.
- c. The Company will not be held responsible for unforeseen or force majeure events that impact the Resource's energy generation.

## 2. Additional Terms and Conditions

- a. Service hereunder is subject to the Company's General Terms and Conditions as approved by the KCC and any modifications subsequently approved.
- b. All provisions of the DRPS Tariff in which this Agreement relies upon are subject to changes made by order of the regulatory authority having jurisdiction.
- c. 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.

- d. The Customer may maintain participation in this program when relocating facilities or service within Company's service territory.
- e. At the Customer's request and cost, the Company will transfer the Renewable Energy Credits (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 Customer stating the volume of RECs retired on Customer's behalf, all at no additional cost to Customer.
- f. The RPC price outlined within this Agreement is fully fixed and will not rise or fall with changes to the RECA. The RPC price stated in this Agreement shall not be changed by Company during the term of this Agreement. Should the KCC or a party other than the Company increase the RPC fixed charge under this Agreement, Company shall provide ninety (90) days written notice to Customer, and Customer shall have the option of providing thirty (30) days notice to Company to cancel this Agreement without penalty or cost to Customer.
- g. If the Customer ceases all operations within Company's service territory during the term of this Agreement, this Agreement will terminate upon final billing. Any remaining excess energy generated by the Resource within the last billing period will be credited to the Customer's bill at 80% of the Renewable Participation Charge.

Customer: \_\_\_\_\_

Representative/Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Westar Energy, Inc.

Representative/Title: Jeff Martin, VP Customer and Community Operations

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix A

[TO BE INSERTED BY WESTAR]